

## **2015 BEACHES ARE FOR EVERYONE COMPETITION**

### **TERMS AND CONDITIONS**

1. This competition ("Competition") is conducted by the Council of the City of Gold Coast of 135 Bundall Road, Bundall, Queensland. ("Promoter").
2. Entry to the Competition constitutes acceptance of these terms and conditions. All entry instructions and prize information published by the Promoter form part of these terms and conditions.
3. The Competition is only open to individuals who if under the age of 18 years, upon the request of the Promoter, provide written consent from their parent or guardian for the individual to enter the Competition and to be bound by these terms and conditions ("Entrant").
4. All contestants acknowledge that the Promoter can rely on Rule 3 even if the Promoter only learns of a person's ineligibility after the Promoter has appeared to award the prize to the ineligible person. Return of the prize or payment of its value to the Promoter can be required by the Promoter.
5. The Competition commences at 9:01am AEST on 29/10/2015 and closes at midday AEST on 12/11/2015 ("Entry Period").
6. Except as otherwise indicated, all amounts stated in these conditions are stated in Australian dollars.
7. All prizes are accepted entirely at the risk of the winner. The Promoter is not liable for defective prizes or any claims arising from the use or misuse of any prize. The Promoter expressly excludes liability for any representations, warranties and conditions in connection with any prize to the extent permitted by law including those as to the prize's value, benefit, merchantability and fitness for purpose.
8. The Promoter, its agencies, affiliates, sponsors and representatives are not liable for any loss to any person arising out of or in connection with or resulting from any contest promoted by the Promoter or prize collected by any person.

### **ENTRY**

9. To enter the Competition an Entrant must during the Entry Period, complete and submit a "Beaches are for everyone" survey at [gchaveyoursay.com.au](http://gchaveyoursay.com.au)
10. There is no cost to enter the Competition, however phone or internet connection and usage rates may apply. Entrants should obtain details of such costs from their service providers. The Promoter is not and will not be liable for any such costs.
11. Entries must be received during the Entry Period. The Promoter takes no responsibility for late, lost, incomplete, incorrectly submitted, illegible or misdirected entries or for any delays or failures in any telecommunications service or equipment.

12. Entrants are limited to one entry.

13. The Promoter may, in its absolute discretion, declare an Entry made by an Entrant invalid if the Entrant tampers with the entry process, benefits from such tampering or submits an Entry that is illegible, incomplete or not in accordance with these terms and conditions. Errors and omissions may be accepted at the Promoter's discretion.

## PRIZES AND WINNERS

14. This Competition is a game of chance. Skill plays no part. One major prize winner will be selected at random using the random.org application.

15. The winner will be drawn on 12/11/2015 and will be entitled to receive one Surf FX 2015 Imagine Icon 9'6 stand-up paddleboard and Imagine Fjord paddle package valued at RRP\$1600.

16. The winners will be notified via email or phone no later than midnight on 12/11/2015.

17. The Prize notification will state the Prize that has been won and will include instructions as to how the winner is to claim the Prize and establish his/her entitlement to it. The winner must be able to prove to the Promoter's satisfaction, that he/she satisfies the requirements of being an Entrant pursuant to condition 3 of these Terms and Conditions.

18. The name of the winners may be published on the Promoter's City of Gold Coast Facebook and or web page.

## GENERAL

19. If for any reason the conduct or operation of the Competition is interfered with or disrupted in any way (including by vandalism, power failures, natural disasters, acts of God, civil unrest, strikes, computer bugs or viruses, tampering or technical failures), the Promoter reserves the right to cancel, terminate, modify or suspend or recommence the Competition.

20. The Promoter assumes no responsibility for: (i) any error, omission, interruption, or delay in the operation or transmission of any communication sent to (or by) the Promoter or any Entrant whether caused by problems with communication networks or lines, computer systems, software or internet service providers, congestion on any carrier network or otherwise, (ii) any theft, destruction or unauthorized access to, or alteration of such communications; (iii) any problem with, or technical malfunction of, any computer system or other equipment used for the conduct of the Competition; (iv) any incorrect or incomplete information which may be communicated in the course of the administering this Competition (whether as a result of one of the foregoing causes or otherwise); (v) any delay in delivery, or failure of safe delivery of the prize.

## INFORMATION PRIVACY

21. Where entrants provide personal information to the Promoter, noting that the participation in the competition is voluntary, the personal information will be used by the Promoter to administer the competition in accordance with these terms and conditions. All personal information will be stored securely and except as provided for in these terms and conditions, will not be given to any other person or agency unless participants have given the Promoter permission or the Promoter is authorised or required by law.

The collection, use and disclosure of all personal information will be handled in accordance with the Information Privacy Act 2009 and the City of Gold Coast's privacy policy which is available at:

[goldcoast.qld.gov.au/documents/bf/Information\\_Management\\_and\\_Information\\_Privacy\\_Policy.pdf](http://goldcoast.qld.gov.au/documents/bf/Information_Management_and_Information_Privacy_Policy.pdf)