

## **7 November Chinatown Street Markets Survey**

### **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. Applications to go into the Draw commence at 4:00pm AEST on 7/11/2015 and close at midday 9:00pm AEST on 7/11/2015 ("Entry Period").
4. Except as otherwise indicated, all amounts stated in these conditions are stated in Australian dollars.
5. 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.
6. 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**

7. To enter the Competition an Entrant must during the Entry Period, complete the "Chinatown Street Markets" survey
8. There is no cost to enter the Competition.
9. 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.
10. Entrants are limited to one entry per person.
11. 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**

12. 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.

13. The winner will be drawn on 16/11/2015 and will be entitled to receive one \$50 Gift Voucher for a restaurant located in Gold Coast Chinatown.
14. The winners will be notified via email no later than midnight on 18/11/2015.
15. The name of the winners may be published on the Promoter's City of Gold Coast Facebook and or web page.

## GENERAL

16. In respect of any content in the Entry ("Content"), unless the Promoter advises otherwise, the Entrant licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display such Content for any purpose in any media, without compensation, restriction on use, attribution or liability. Entrants agree not to assert any moral rights in relation to such use and warrant that they have the full authority to grant these rights.
17. The Entrant grants these rights to the Promoter which are perpetual and acknowledges that the Entrant will not receive any payment, royalty or other consideration (whether monetary or otherwise) from the Promoter in connection with the making, use or storage of the Content.
18. Entrants agree that they are fully responsible for the Content they submit. The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove any Content without notice for any reason whatsoever. Entrants warrant and agree that: (a) they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, discriminatory, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication; (b) they will obtain prior consent from any person or property that appears in their Content; (c) they will obtain full prior consent from any person who has jointly created or has any rights in the Content, to the uses and terms herein; (d) their Content shall not contain viruses or cause injury or harm to any person or entity; and (e) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems. Without limiting any other terms herein, the Entrant indemnifies the Promoter for any breach of the above terms.
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.

21. All Entrants enter the Competition at their own risk and the winner accepts the prize at his or her own risk. To the full extent permitted by law, the Promoter, its associated companies and agencies and any of their personnel (the "Relevant Parties") exclude all liability for and indemnify the Promoter in respect of any loss (including any damage, claim, injury, cost or expense) which is suffered or incurred by any Entrant in connection with the Competition or prize, including without limitation: any indirect, economic or consequential loss; or any liability for personal injury or death.
22. All Entrants consent, by entering the Competition to the Promoter using their name, likeness, image and/or voice (including any photograph, film and/or recording of them) in any media at any time or times without compensation, financial or otherwise, for the purpose of promoting this Competition, the Promoter and/or any of the Promoter's goods or services.
23. All of the Promoter's decisions are final and no correspondence will be entered into. If for any reason any element of the prize becomes unavailable or not capable of being delivered to a winner for any reason beyond the Promoter's reasonable control the Promoter will have no obligation to provide a similar prize to the winner or otherwise compensate the winner in any way.

#### INFORMATION PRIVACY

24. 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)