

SHOP LOCAL CAMPAIGN

TERMS AND CONDITIONS OF ENTRY

- 1. Information on how to enter the Competition forms part of these terms and conditions of entry. Participation in this Competition is deemed acceptance of these terms and conditions of entry.
- 2. This Competition is being run by Flinders Shire Council, PO Box 274, Hughenden, QLD, 4821 ('Council') during the Promotional Period.
- 3. The Competition commences at 9am on 4 November and concludes at midday on 3 December 2020 ('Promotional Period').
- 4. The promoter of this Competition is Flinders Shire Council (ABN 24 420 911 643) PO Box 274, Hughenden, QLD, 4821 Telephone: 07 4741 2900 ('Promoter').
- 5. Senior management, organising officers, Councillors and their immediate families (partner, spouse and/or dependent children) are ineligible for entry. For Councillors and Senior Management, any persons recognised as a related party as per register of interest guidelines is ineligible.
- 6. Number of entries: multiple entries are permitted by customers during the duration of the promotion. One entry per receipt.
- 7. Entrants must be permanent residents of Queensland and reside in the Flinders Shire Council Local Government Area to be eligible to enter.
- 8. If there is any inconsistency between these Terms and Conditions and anything else that refers to this competition, these Terms and Conditions prevail.

COMPETITION

- 1. People may enter the Competition by shopping at any business in participating businesses in the Flinders Shire.
- 2. To be eligible for the Competition, purchases must be over the value of \$15.
- 3. To enter customers will need to write their name, phone number on the receipt. Receipts must be deposited into designated boxes provided
- 4. The prize winners will be drawn at random on the 4 December 2020 as part of the Christmas Street Party from the collection of receipts.
- 5. There are three prize draws consisting of 1^{st} prize \$500, 2^{nd} Prize \$300 and 3^{rd} \$200
- 6. The Promoter reserves the right to draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. The winner need not be present at the draw.
- 7. The winner of the Prize will be notified by phone or email within two business days of being drawn. The name of the winner will also be published in the Flinders Post, social media platforms and website within two business days of being finalised.
- 8. Prizes must be collected within 2 weeks from the date of the winner being notified. Failure to collect the Prize within this time will result in it being forfeited and the Promoter may draw another winner for the Prize, subject to any approval or directions of a relevant regulatory authority.
- 9. Each card or any unused portion of a card is not exchangeable or transferable and cannot be redeemed for cash. Card can be used for multiple purchases; any unused value of the card will become void.
- 10. Each card will expire after a period of 12 months from the date of issue.
- 11. The Promoter reserves the right to verify the validity of entries, prize claims and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these terms and conditions or who tampers with the entry process. An entry that is incomplete, indecipherable, illegible or non-compliant with these terms and conditions is invalid and will not be accepted or considered. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

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 - 12. If this Competition is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, the Promoter reserves the right, in its sole discretion, to modify, suspend, terminate or cancel the Competition to the full extent permitted by law and subject to any approval or directions from a regulatory authority.
 - 13. The Promoter's decision is final and no other correspondence will be entered into.
 - 14. It is a condition of entry that the entrant consents to the Promoter using the entrant's name and image in the event they are a winner of a Prize (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of the Competition (including any outcome), and promoting any products and services, distributed and/or supplied by the Promoters.
 - 15. By entering the Competition, an entrant releases and indemnifies the Promoter (including its Senior management, organising officers, Councillors) from and against all actions, liabilities, penalties, claims or demands the entrant may have against the Promoter or that the Promoter may incur for any loss or damage which is or may be suffered or sustained as a direct or indirect result of an entrant entering or participating in the Competition or winning or failing to win a prize, or using or permitting any other person to use the prize, except for any liability which cannot be excluded by law or which would cause any part of this clause to be void or unenforceable.

PRIVACY STATEMENT

FSC will be collecting entrants' personal information, such as name and phone number in order to contact the winners of the competition and to advise the public of the winners. Personal details will only be used for purpose of the Shop Local Competition. Personal information will not be used other than for the purpose of Shop Local Competition without consent, unless required by law. All information provided will be handled in accordance with the Information Privacy Act 2009.

PROMOTER'S LIMITATION OF LIABILITY

- 1. The Promoter is not responsible for the loss of prizes due to incorrect or imprecise delivery details provided by a winner. The Promoter also takes no responsibility for prizes lost or stolen after they have been released for delivery via postage or courier.
- 2. The Promoter makes no representations or warranties as to the quality, suitability or merchantability of any of the goods and/or services offered as prizes.
- 3. To the extent permitted by law, the Promoter is not liable for any loss suffered or sustained by any person and including, but not limited to consequential (including economic) loss by reason of any act or omission, deliberate or negligent, by the Promoter, or its servants or agents, in connection with the arrangement for supply, or the supply, of any goods or services by any person to the prize winners and, where applicable, to any persons accompanying the winners.
- 4. The Promoter will not be responsible for any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, this promotion if the deficiency is occasioned by any cause outside the reasonable control of the Promoter including but without limitation technical malfunctions or failures.

PRIVACY AND COLLECTION NOTICE

All entries become and remain the property of the Promoter and its related parties, subject to the limits contained in the Privacy Statement and as set out in these terms and conditions.