## **Redlands Coast Kindness Competition**

## Terms and Conditions – Redland City Council

- 1. The promoter of the Redlands Coast Kindness Competition ("the Competition") is Redland City Council ABN 86 058 929 428 ("RCC") of 91-93 Bloomfield Street, Cleveland, Queensland.
- 2. The Competition will commence on Wednesday 13 May 2020 at 9:00AM and conclude on, Wednesday 20 May 2020 at 5:00PM. ("the Competition Period").
- 3. To be eligible, you must comply with these Terms and Conditions and complete the following, collectively referred to as your "Content":
  - Post a photo or video on Facebook or Instagram using the hashtag #RCKindness showing a local random act of kindness. The post must be tagged to Council's Facebook @RedlandCityCouncil or Council's Instagram @RedlandCityCouncil as well as tag @RedlandCityBulletin and must also tag the person or business that the entrant is sharing the act of kindness about. Include a 25 words or less description about the random act of kindness OR
  - Send a photo or video via email to <u>kindness@redland.qld.gov.au</u> including details of the random act of kindness in 25 words or less, including the name of the friend or business being nominated and contact details.
- 4. You will be subject to the terms and conditions of use of the above mentioned social media channel and you will need to hold your own social media account/s (unless entering the competition via email.
- 5. You enter this Competition at your own risk and by entering the Competition you are deemed to have accepted these Terms and Conditions and you agree to indemnify RCC against any liability, loss, damage, claim, suit, action, demand or proceedings ("Claims") and any cost and expense in connection with defending, settling or responding to such Claims in respect of any loss of life or injury to any person or loss of or damage to any property, howsoever arising that may be brought by any person against RCC arising directly or indirectly in connection with the creation of or use of the Content.
- 6. The competition is subject to any terms and conditions of each promoter or any third party providers.
- 7. Employees or immediate family members of RCC are excluded from making an entry into this Competition.
- 8. Your Content must have been created lawfully by you and not secured from some other source, so that no other third party has a claim on this Content, (including but not limited to intellectual property rights and rights of confidentiality and privacy) of any third party, that creates liability for either Redland City Council or Redland City Bulletin or You, or violates any laws or regulations.
- 9. The winner will be picked by random selection, that being, the first name drawn out of the box, subject to the Terms and Conditions being complied with.
- 10. Only one Competition entry per person.
- 11. RCC has the right to ask the winner to provide proof of identity and an address for delivery.
- 12. The prize is not transferrable, not exchangeable and not redeemable for cash.
- 13. All entries must be received during the Competition Period.
- 14. By entering this Competition, you consent to RCC storing the personal information entered for the purpose of future marketing and advertising promotions that RCC are affiliated with and promote.
- 15. The Winner from eligible entrants will be drawn at 5pm on Wednesday 20 May 2020. The prize winner ("Winner") will be contacted via email or direct message on social media or SMS.
- 16. RCC will provide the following prizes to the Winners and their nominated friend/business tagged:
  - 2 x a \$50 VISA gift vouchers for the winners and their friends as tagged and nominated in the Competition per prize pool, with a total of 3 x prize pools. Total of 6 x \$50 VISA gift vouchers.

- 17. RCC reserves the right to verify the validity of entries and to disqualify any entry which, in the opinion of RCC, includes objectionable Content, dangerous Content, profanity, potentially insulting, inflammatory or defamatory statements, disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these Competition Terms and Conditions or who has, in the opinion of RCC, engaged in conduct in entering the Competition which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Competition and/or RCC. RCC reserves the right to disqualify a Winner if RCC becomes aware that the Winner and/or the Winner's entry is of a type described in this clause.
- 18. The Winners will be notified via the contact details provided, by 5pm Thursday 21 May 2020.
- 19. If for any reason a winner does not take or claim a prize (or an element of a prize) within 48 hours of the Winner being announced, then the prize (or that element of the prize) will be forfeited and RCC reserves the right to allocate a new winner.
- 20. The Winners' name/s may also be announced on the Redlands Coast and Redland City Council's social media channels.
- 21. The Winners only will be notified.
- 22. RCC accepts no liability in the event that the winner is unable to be contacted.
- 23. RCC shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with this Competition or any prize/s except for any liability which cannot be excluded by law. RCC is not responsible for any incorrect or inaccurate information.
- 24. If for any reason this Competition is not capable of running as planned, RCC reserves the right in its sole discretion to take any action that may be available, and to cancel, terminate, modify or suspend the Competition, subject to any direction given under State Regulation.
- 25. Your personal information (if any) will be collected, used and disclosed in accordance with the Council's Privacy Policy (a copy of which is available at www.redland.qld.gov.au) to enable RCC to administer and promote this Competition. Entrants may contact RCC at kindness@redland.qld.gov.au to request access to any of the collected personal information that is held. If you do not truthfully provide all requested personal information, RCC may determine that you are not eligible to receive the prizes in this Competition.
- 26. Your personal information (if any) that is provided, will be collected and used for future promotional / advertising and marketing material, by Redlands Coast and Redland City Council.
- 27. Your Content and any copyright subsisting in the entry becomes and remain the property of RCC who may publish or cause to be published at the discretion of RCC any of the entries received at no cost to RCC and without any obligation of RCC to attribute the Content to you. You warrant that you are the sole owner of the intellectual property rights and copyright of the Content and have obtained your Content lawfully and with consent and you indemnify the Council in respect of any Claims made, suffered or incurred by Council or awarded against the Council arising from a claim that the Council's use of any of the Content constitutes an infringement of the intellectual property rights of any other person.
- 28. RCC reserves the right to amend, cancel or suspend this Competition if an event beyond the control of RCC corrupts or affect the administration security, fairness, integrity or proper conduct of this Competition.
- 29. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
- 30. A breach of any of these Terms and Conditions will make your entry void and null and will not be considered by RCC.