Capture Kindness- Through Your Lens Competition

Terms and Conditions – Redland City Council

- 1. The promoter of the Capture Kindness Through Your Lens 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 Monday 25 May 2020 at 9:00AM and conclude on, Friday 26 June 2020 at 5:00PM. ("the Competition Period").
- 3. To be eligible, you must complete the following (and comply with these Terms and Conditions):
 - Like and follow the Redlands Coast Youth Facebook page or follow the Redlands Coast Youth Instagram page –

https://www.facebook.com/RedlandsYouth/

https://www.instagram.com/redlandscoastyouth/?hl=en

("Social Media Channels)

- Sign up to the Competition via <u>https://www.redland.qld.gov.au/info/20075/community_support/86/redlands_coast_you</u> <u>th_%E2%80%93_support_and_activities</u> and complete the registration sign-up form and include at a minimum, your name, contact phone number and email address. Young people under the age of 18 will require parent/guardian permission to enter.
- Upload a photo to your social media account through one of the Social Media Channels with the #hashtag of the category that you wish to enter (see https://www.redland.qld.gov.au/info/20075/community_support/86/redlands_coast_youth_%E2%8
 <u>0%93_support_and_activities</u> for further Competition details), including a short description ("Content"). The privacy setting of the Content must be 'public' in order for the Content to be viewed by RCC.
 - 4. You will be subject to the terms and conditions of use of the abovementioned Social Media Channels and will need to hold their own account/s on at least one of the Social Media Channels.
 - 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. The prize is subject to availability and valid until 30 June 2020.
 - 7. Employees 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 RCC or you, or violates any laws or regulations.
 - 9. The winners will be chosen through the following methods; people's choice and a panel of RCC and community members subject to the Terms and Conditions being complied with.

- 10. Only one Competition entry per category per person.
- 11. RCC has the right to ask the winners 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 your personal information entered for the purpose of future marketing and advertising promotions that RCC are affiliated with and promote.
- 15. The winners from eligible entrants will be drawn no later than 30 June 2020. The prize winners will be notified via email or direct message on social media or SMS by 5pm 30 June 2020.
- 16. RCC will provide a prize per category per age group. The categories are:
 - #RCPeople (portrait no filters)
 - #RCFunny
 - #RCCreative
 - #RCNature
 - Subject to availability prizes to be won may include: 3 x \$100 gift cards, 3 x Ultimate Ears Wonder boom \$79ea, 1 x sphero \$89, 2 x XCD noise cancelling headphones \$129ea and 3 x Instax mini 9 bundle \$129ea.
- 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. If for any reason a winner does not take or claim a prize (or an element of a prize) within 48 hours of the winners being announced, then the prize (or that element of the prize) will be forfeited and RCC reserves the right to allocate a new winner.
- 19. The winners' name/s may also be announced on the Redlands Coast Youth and Redland City Council's Social Media Channels.
- 20. The winners only will be notified.
- 21. RCC accepts no liability in the event that the winner is unable to be contacted.
- 22. 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.
- 23. 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.
- 24. 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. You may contact RCC at youth@redland.qld.gov.au to request access to any of your 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.

- 25. Your personal information (if any) that is provided, will be collected and used for future promotional / advertising and marketing material, by Redland City Council.
- 26. Your Content and any copyright subsisting in the entry becomes and remains 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.
- 27. 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.
- 28. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the internet service provider used.
- 29. A breach of any of these Terms and Conditions will make your entry void and null and will not be considered by RCC.