



“Our waterways, our future” PROMOTION

By entering the “Our waterways, our future” “Promotion”, you agree to the following terms and conditions:

1. THE PROMOTER

- 1.1 The Promoter is the State of Queensland (through Gold Coast Waterways Authority (ABN 31 675 234 044) of 40-44 Seaworld Drive, Main Beach Qld4217.

2. STANDARD TERMS

- 2.1. By entering the Promotion, you are deemed to have accepted these terms and conditions.
- 2.2. If there is any inconsistency between these Terms and Conditions and anything else that refers to this competition, these Terms and Conditions will prevail.

3. WHO CAN ENTER?

- 3.1. Entry is open to all Queensland residents except Gold Coast Waterways Authority staff and their immediate families. To avoid any doubt, all employees and their immediate families of all other departments of the Queensland Government are eligible to enter. Immediate family includes the following: parents, siblings, defacto, spouse, children and grandparents.

4. WHEN AND HOW TO ENTER

- 4.1. The Promotion commences on 4 November 2020 at 04.00 pm (AEST) and concludes on 28 November 2020 at 11.59pm (AEST) (“the Promotion Period”).
- 4.2. To enter the Promotion, you must, fill out GCWA’s online survey. Only one entry per person is permitted. The time of entry will, in each case, be the time that the survey is recorded as completed on the relevant website.

5. HOW TO WIN

- 5.1. Each entrant who has entered the Promotion over the Promotion Period in accordance with clauses 3 and 4 will be eligible to go into a draw to be conducted by GCWA in the week commencing 30 November 2020. The winner will be notified by GCWA by email.
- 5.2. An entry must not include anything that contravenes any law, infringes the rights of any person or is potentially insulting, inflammatory, defamatory, obscene, offensive, discriminatory, indecent or otherwise objectionable or inappropriate. The Promoter reserves the right to disqualify a winner if the Promoter becomes aware that the winner and/or winner’s entry is of a type described in this clause.



- 5.3. Any entry that is made on behalf of an entrant by a third party will be invalid, unless the entrant requires the assistance of a third party to enter due to a disability.
- 5.4. Entries not completed in accordance with these terms and conditions will not be considered valid and will not be included for consideration by the promoter. Indecipherable or incomplete entries will be deemed invalid.
- 5.5. By entering this Promotion you agree to provide the Promoter (including its affiliates and subcontractors) with a non-exclusive, royalty-free, perpetual, worldwide, irrevocable and sub-licensable right to use, reproduce, modify, adapt, publish and display the Image in any media without remuneration, attribution or liability.

6. PRIZES

- 6.1. The winning entrants will each receive a voucher to the value of \$50 for Doug Burt's Tackle World Gold Coast (the "Prize").
- 6.2. Once the Promoter has notified and verified the winners in accordance with clause 5 above, the Prizes will be dispatched to the winners within 20 working days from the date of notification.
- 6.3. The Prize cannot be transferred, exchanged or redeemed for cash. Subject to clause 6.2, if for any reason the winners do not accept the Prize, then the Prize will be forfeited by the winners and cash will not be awarded in lieu.
- 6.4. If the Prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the Prize with a Prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
- 6.5. It is a condition of accepting the Prize that the winners must sign any legal documentation as and, in the form, determined by the Promoter and/or Prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.

7. NO LIABILITY

- 7.1. The Promoter will 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 the Prize except for any liability which cannot be excluded by law. Neither is the Promoter responsible for any incorrect or inaccurate information, either caused by the entrants or any of the equipment or programming associated with, or utilised in this Promotion, or for any technical error, or combination thereof that may occur in the course of the administration of this Promotion, including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite failure, theft, or destruction or unauthorised access to, or alteration of, entries.
- 7.2. If for any reason, this Promotion is interfered with in any way or is not capable of running as planned, including due to infection by computer virus, bugs, tempering unauthorised intervention, fraud, technical failures or any other causes beyond the reasonable control of the Promoter which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process, take any action that may be available and to cancel, terminate, modify or suspend the Promotion subject to any written directions given by a regulatory authority.
- 7.3. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) excludes all liability (including negligence) for any personal injury, loss or damage (including loss of opportunity) whether direct, indirect, special or consequential, arising in any way out of the Promotion, including but not limited to, where arising out of the following:
- 7.3.1. any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
 - 7.3.2. any theft, unauthorised access or third-party interference;
 - 7.3.3. any entry or Prize claim that is late, lost, altered, damaged or misdirected due to any reason beyond the reasonable control of the Promoter;
 - 7.3.4. any variation in Prize value to that stated in these conditions or entry;
 - 7.3.5. any tax liability incurred by a winner or entrant;
 - 7.3.6. the broadcast of any program relating to the Promotion or the publication of any material, including statements made by any person; and/or
 - 7.3.7. use of the Prize.

8. PRIVACY

- 8.1. Your personal information will not be disclosed by the Promoter to any other third party, without your consent unless provided by these terms and conditions or as



required or authorised to do so by law.

- 8.2. The Promoter collects personal information ("PI") of entrants and the winners, and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers and Prize suppliers. Entry is conditional on providing this PI. The Promoter will also use, and handle PI as set out in its Privacy Policy, which can be viewed at <https://www.qld.gov.au/legal/privacy/>. The Privacy Policy also contains information about how Entrants may opt out, access, update or correct their PI, how Entrants may complain about a breach of the Information Privacy Principles or any other applicable law and how those complaints will be dealt with.

9. Facebook

- 9.1. The Promotion is in no way sponsored or endorsed by Facebook. By entering this Promotion, you acknowledge and agree that, in accordance with your own terms of use relating to your Facebook, Facebook will have rights to the Images posted.

10. CONTACTS

- 10.1 If you have any queries concerning this competition or these terms and conditions please contact mail@gcwa.qld.gov.au