

Competition Terms and Conditions

The Promotion

Whitsunday Regional Council the 'Promoter' is running a Promotion where the following prizes are available to WIN:

- 1 of 5 x \$500 off your Whitsunday Regional Council Property Rates.

The Prize will be funded by Whitsunday Regional Council.

Who can enter

Entry is open to all Whitsunday Region Ratepayers, except for employees and any immediate family members associated with the assessment of the Employee.

Immediate family referenced in these terms and conditions refer to spouses, de facto spouses, children or step-children (whether natural or by adoption).

Number of Entries permitted

One entry per Assessment is permitted; if a Ratepayer has multiple properties within the Whitsunday Region, and they sign up to receive electronic notices for each assessment, that Ratepayer will have multiple entries in the competition.

How to enter

The details of how to enter are also out on the Whitsunday Regional Council's website – <https://www.whitsundayrc.qld.gov.au/>

Entrants may enter the Promotion by:

Sign up below to get your property Rates & Water notices sent via email before 20 January 2023 to go into the draw:

<https://eservices.whitsundayrc.qld.gov.au/eservice/councilLink.do?resource=eRates.html&nodeNum=11855>

If an email address cannot be verified to the Promoter's satisfaction, the entry will be deemed invalid. The Promoter may, in its absolute discretion, edit, modify, delete, remove or take-down any part of the entry.

Any entry that is made on behalf of an Entrant by a third party will be invalid.

The Promoter reserves the right to disqualify any Entrant who tampers with the entry process, who submits an entry that is not in accordance with these terms and conditions or who has, in the opinion of Promoter, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter.

Any questions, comments or complaints about this Promotion must be directed to the Promoter and not to Facebook.

When to enter

The Promotion commences on Monday 21st November at 8:00am AEST and concludes on 20 January 2023 at 11:59pm AEST. Entries must be received by the Promoter prior to the Promotion's close date and time.

The entry submission time will be in accordance with the time stamp on the report run by the Promoters program.

The Promoter accepts no responsibility for any late, lost or misdirected entries.

Determination and Notification of winner

Five (5) Winners will be determined from the entries that are valid in accordance with these terms and conditions by random by the Promoters from Friday 20th January at 83-85 Main Street, Proserpine QLD 4800.

The Winner will be officially contacted by the Promoter via email by 5:00pm Friday 27 January 2023 AEST.

The Promoter's decision is final and the Promoter will not enter into correspondence regarding the Promotion's result or any other decisions the Promoter makes in connection with the Promotion.

Should an entrant's contact details change during the promotional period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.

Upon the Winner being determined and the winner advised, the Promotor will credit the amount of \$500 against the Winner's Assessment number/property as soon as practicable.

General

Entry into the Promotion is deemed acceptance of these terms and conditions.

To the extent of any inconsistency between these Terms and Conditions and any other reference to this Promotion, these Terms and Conditions prevail.

The Promotion is in no way sponsored, endorsed or administered or associated with Facebook.

Facebook membership and the use of Facebook generally are subject to the Facebook terms and conditions of use available at https://www.facebook.com/policies_center/

The Promoter, subject to relevant legislation, reserves the right to amend, cancel or suspend this Promotion if an event beyond the control of the Promoter corrupts or affect the administration security, fairness, integrity or proper conduct of this competition. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this competition.

The Promoter assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of entries, and reserves the right to take any action that may be available.

If for any reason this Promotion is not capable of running as planned, including (without limitation) due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, the Promoter reserves the right in its sole discretion take any action that may be available, and (without limitation) to cancel, terminate, modify or suspend the Promotion, subject to any direction given under State Regulation.

Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the internet service provider used.

Any entrant found to be using any form of software or third-party application to enter multiple times (including scripting software) will have all entries invalidated and any claim to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any awarded prize to the Promoter. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any relevant requested documentation to the Promoter upon request.

An entrant may not use a third party (including online competition entry site) to enter on their behalf, except where the entrant needs to use those services of that third party to enter due to a disability. If the preceding sentence has been breached, the entrant will have all entries invalidated, any claim to any prize will be invalidated and where such an entrant has already been awarded a prize before being found to have breached this clause, the entrant must immediately return any awarded prize to the Promoter. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.

The Promoter shall not be held liable for any loss or damage whatsoever that may be suffered including but not limited to indirect or consequential loss or for personal injury or damages which may be suffered or sustained, as a result of accepting the Prize, except for any liability which cannot be excluded by law.

The Prize must be accepted in full, and no compensation will be payable if a Winner is unable to accept the Prize as stated. The Prize is not exchangeable or redeemable for cash or other goods or services and cannot be transferred to any other person, unless agreed to by the Promoters. The entrant acknowledges that the Prize is a once off \$500 payment of the rates of a property they own within the Whitsunday Region.

The Promoter reserves the right to re-determine the Winner in the event of an entrant, claiming to be a Winner, being unable to satisfy these Terms and Conditions.

Copyright, Statutory guarantees, Waiver and liability

In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the Promotion on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the Promotion and recommence it from the start on the same conditions, subject to any directions given under State Regulation.

The Promoter does not exclude any rights and remedies in respect of goods or services under the Australian Consumer Law in the Competition and Consumer Act (2010) (Australian Consumer Law) which cannot be excluded, restricted or modified. However, the Promoter 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 any prize/s except for any liability which cannot be excluded by law. The Promoter is not responsible for any incorrect or inaccurate information, either caused by entrant or for any of the equipment or programming associated with or utilised in this Promotion, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.

The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

All entries become the property of the Promoter (with the exception of any intellectual property rights comprised therein). Please refer to the further terms and conditions of singing up to Council's e-Rates registration: <https://eservices.whitsundayrc.qld.gov.au/eservice/councilLink.do?resource=eRates.html&nodeNum=11855>

All entries become the property of the Promoter (with the exception of any intellectual property rights comprised therein). All opt-in entries will be entered into a database and The Promoter may use the entrant's names, addresses and telephone numbers for future promotional, marketing and publicity purposes in any media worldwide without notice and without any fee being paid unless otherwise advised by the entrant. By opting-in, entrants confirm that they allow their details to be used for this purpose. If entrants no longer consent to their details being used for future marketing purposes, the

entrant should contact The Promoter on their details set out below. Any request to update, modify or delete the entrant's details should be directed to The Promoter.