

## COMPETITION TERMS AND CONDITIONS

### Part A – Overview

1. These terms and conditions (Terms and Conditions) apply to any promotional competition (Competition) that may be run by Brisbane Powerhouse ABN 18 091 551 290 of 119 Lamington Street, New Farm Queensland 4006 (Promoter).
2. Do not enter into a Competition unless you agree with these Terms and Conditions. Please read these Terms and Conditions carefully. By entering the Competition, and in consideration for the opportunity to participate in the Competition, you fully and unconditionally agree to be bound by and observe these Terms and Conditions.
3. In these Terms and Conditions “you” is the Entrant or competition participant and “we” or “us” is the Promoter.
4. We are responsible for the management and delivery of the Competition and delivery of the goods or services to be awarded to the participant or Entrant chosen as the winner (Winner) of a Competition (Prize).
5. Unless we expressly say so, a Competition is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter, Instagram or any other social media network.
6. To the extent that there is any inconsistency between these Terms and Conditions and any other published material about a Competition, the provisions of these Terms and Conditions prevail to the extent necessary to resolve the inconsistency.

### Part B – Eligible Entrants

7. You may enter the Competition only if you are:

(1) either:

(a) aged 18 years or older; or

(b) under the age of 18 and your parent or legal guardian has consented to you entering into the Competition and agrees to these Terms and Conditions;

(2) an Australian resident (unless otherwise specified); and

(3) not a director, a member of management or an employee (or an immediate family member of any of them) of the Promoter or our related companies or of any agency or entity associated with the Competition or anyone else connected in any way with the Competition or helping to set up the Competition.

### Part C – Entry

8. You must submit each entry, in whole or in part, and any works or other copyright subject matter that form part of, are within or embedded in the entry (together, the Entry) in accordance with these Terms and Conditions and any advertising or other information which promotes the Competition (Promotional Material). If your Entry

does not comply with the Terms and Conditions and any Promotional Material, it is invalid and will not be accepted.

9. You must submit your Entry manually. We may reject Entries if we reasonably form the opinion that your Entry has been entered using an automated entry means or by use of a competition entry service.

10. The cost of submitting an Entry via the internet is free, but internet connection and usage rates may apply and are at your cost. You should obtain details of such costs from your service provider.

11. Closing and drawing dates for a Competition are specified in the relevant Promotional Material. After the closing date, no further Entries to the Competition will be permitted.

12. We are not responsible for Entries not received for whatever reason (including our website being unavailable at any time).

13. We take no responsibility for late, lost, incomplete, incorrectly submitted, illegible or misdirected Entries or for any delays or failures in telecommunications service or technical fault or equipment. Errors and omissions may be accepted at our discretion.

14. We may ask for evidence to verify the validity of Entries and/or your eligibility to enter the Competition (including your identity, age, place of residence and parent or guardian consent). If we are not satisfied with the evidence you provide, we may declare the Entry to be invalid.

#### Part D – Prize

15. The description and value of Prizes are set out in the relevant Promotional Material.

16. No cash alternative to a Prize will be offered. All Prizes are non-transferable and non-exchangeable. All Prizes are subject to availability and we reserve the right to substitute any Prize with another prize of greater or equivalent value without giving notice.

17. The use of specific brands as Prizes by us does not necessarily imply any affiliation with or endorsement of such brands.

18. We are not responsible for inaccurate Prize details where these details were provided by a promotional partner or other third party connected with the Competition.

19. Unless expressly stated in these Terms and Conditions or the Promotional Material, all expenses incurred by the Winner which are outside the advertised Prize are the responsibility of the Winner.

20. If additional elements are included in a Prize (such as hotel accommodation, merchandise or travel arrangements), those elements may be subject to additional terms and conditions of the provider of them (for example, an airline for travel arrangements).

#### Part E - Determination of Winner

21. Winners will be chosen at random (unless otherwise specified in the Promotional Material).

22. If you are a Winner, you will be notified via the email or phone number you provided on the date advertised in the Promotional Material, or on another date we may advise.

23. We take no responsibility if your contact details are incorrect or incomplete or if we cannot contact you. If you are a Winner, we will take all reasonable steps to identify and notify you in an attempt to ensure that you receive your Prize.

24. If you are a Winner and:

- (1) we cannot contact you;
- (2) you do not claim your Prize by the Prize claim date;
- (3) your Entry is deemed invalid;
- (4) you are not eligible to be an Entrant;
- (5) an Entry is otherwise forfeited; or
- (6) you otherwise fail to comply with these Terms and Conditions,

we can determine that the Prize is unclaimed and forfeited and we can award the Prize to another Entrant.

25. If you are a Winner and we cannot contact you (or the relevant Prize is not claimed after reasonable attempts to contact you), subject to paragraph 23, the Prize will be kept for three months from the day the Winner has been chosen/decided. If the Prize is not claimed within three months, it will be redrawn.

26. If a Prize that is an experience/event is not claimed within one month prior to the date of the experience/event after reasonable attempts to contact the Winner, or by the date specified in any notification to the Winner, the Prize will be redrawn.

27. We may (in our sole discretion) draw additional reserve Entries and record them in order of draw and award the Prize to a reserve winner if an invalid Entry or ineligible Entrant is awarded a Prize.

28. If you are a Winner, before a Prize is awarded, we may require you and/or your parent or guardian to sign a release of liability form (provided by us) in favour of all parties involved in a Competition (including those providing the Prize). If the release of liability form is not signed within the time we request, your Entry will be deemed not to comply with these Terms and Conditions and the Prize will be forfeited.

29. Winners will be published at our discretion. If you are a Winner, you agree to the use of your name and image in any publicity material. Any personal data relating to

you or any other Entrants will be used solely in accordance with current Australian data protection legislation and will not be disclosed to a third party without your prior consent.

30. If you are a Winner and attend Brisbane Powerhouse and your conduct violates our Code of Conduct, the Prize will be forfeited.

#### Part F – General provisions

30. (Force majeure) We may cancel or amend a Competition, without liability to you or any other person, without notice in the event of a catastrophe, war, civil or military disturbance, act of God or any actual or anticipated breach of any applicable law or regulation or any other event outside of our control. We will notify Entrants of any changes to a Competition as soon as possible.

31. (No liability) We (and our personnel) accept no liability for any damage, loss, injury, or disappointment suffered by you or any third party as a result of our (or our personnel's) acts or omissions under these Terms and Conditions, participating in a Competition or being selected to receive a Prize. If you are a Winner and accommodation and/or travel arrangements are included in a Prize, you may elect to purchase comprehensive travel insurance at your own cost.

32. (Disqualification) We may, in our sole discretion, declare an Entry invalid or disqualify any individual who we have reason to believe has breached any of these Terms and Conditions or engaged in any unlawful or other improper conduct calculated to jeopardise the fair and proper conduct of the Competition. Our legal rights to recover damages or other compensation from such an offender are reserved.

33. (Waiver) Our decision in relation to any aspect of the Competition is final and binding on every person who enters the Competition, and no correspondence will be entered into. Failure by us to enforce any of our rights at any stage does not constitute a waiver of those rights.

34. (Variation) We may vary these Terms and Conditions at any time. A variation becomes effective on the day immediately after its publication on the Brisbane Powerhouse website and applies to any Competitions that commence after that date.

35. (Enforceability) If any part of these Terms and Conditions is held to be invalid, illegal or unenforceable, it will be disregarded to the extent of its invalidity and the remainder of these Terms and Conditions will remain in full force and effect.

36. (Governing law) All Competitions and these Terms and Conditions will be governed by Queensland law and any disputes will be subject to the non-exclusive jurisdiction of the courts of Australia.

37. (Privacy) You consent to the collection, use, disclosure and handling of your personal information (which may include your name and home location, and other transactional information you provide) as detailed in the privacy policy contained



on the Brisbane Powerhouse website (as may be updated by us from time to time).  
See privacy policy here <https://brisbanepowerhouse.org/privacy-policy/>