

SHOP ISAAC 2022 CHRISTMAS COMPETITION

TERMS AND CONDITIONS OF ENTRY

COMPETITION OVERVIEW

Isaac Regional Council is running the Shop Isaac 2022 Christmas Competition on the Terms and Conditions set out below.

As a participant and entrant in the Competition, you agree to be bound by the Terms and Conditions of Entry (**Rules**) set out below.

DEFINITIONS AND INTERPRETATIONS

- 1.1. In these Terms and Conditions, the following terms have the following meanings:
 - a. **Nomination** means an application for entry into a Category of the Competition.
 - b. **Competition** means the *Shop Isaac 2022 Christmas Competition* conducted by or under the auspices of Isaac Regional Council.
 - c. **Council** means Isaac Regional Council, a local government body as defined in the *Local Government Act 2009* and shall include its servants, officers, employees and agents.
 - d. **Entrant** means an entrant in the Competition.
 - e. **Rules** mean these terms and conditions and any Rules of entry into the Competition.
 - f. **Shop Isaac means** the Shop Isaac Card Program
- 1.2. If there is any inconsistency between any of the documents comprising the Competition, then these Rules will prevail to the extent of the inconsistency. All prior statements, representations and agreements with respect to the subject matter of the Rules and not contained in the Nomination Form are superseded by these Rules.
- 1.3. Where a party communicates that they agree to do something or not do something; that party is bound by that communication and the agreement becomes an obligation of these Terms and Conditions.
- 1.4. Whenever a party is obliged or required to do or effect any act, matter, or thing then the doing of such act, matter or thing will, unless these Rules otherwise provide, be at the sole risk and expense of that party.
- 1.5. Where the doing or execution of any act, matter or thing is dependent upon the consent or approval of the Council such consent or approval may be refused or given conditionally or unconditionally by the Council in its absolute discretion unless these Rules expressly state otherwise.

General

- 1.6. The Promoter is Isaac Regional Council (*'promoter'*) of Grosvenor Complex, Batchelor Parade, Moranbah Queensland, 4474. ABN 39 274 142 600; Telephone number 1300 ISAACS (1300 472 227).

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- 1.7. Information on how to enter and prizes forms part of the terms of entry. Entry into the Competition is deemed acceptance of these terms and conditions. If there is any inconsistency between these Terms and Conditions and anything else that refers to this Competition, these Terms and Conditions will prevail.
 - 1.8. By entering the Competition, entrants give their consent for their information to be used for the purposes of determining the outcome of the Competition, including judging and publication of the winner.
 - 1.9. By entering this Competition, the entrant consents to Council publishing their name and image for future promotional and publicity purposes in any media form, without notice and without any fee being paid.
 - 1.10. Entrants are required to take full responsibility for the content of their entry and for ensuring that their entry complies with these Terms and Conditions. For the purposes of these content requirements, "entry content" includes entry into the Shop Isaac 2022 Christmas Competition.
 - 1.11. 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.
 - 1.12. By entering the Competition, entrants give their consent for their information to be used solely for the purpose of determining the eligibility of their entry in the competition.

2. RIGHT TO AMEND AND VARY

- 2.1 Council reserves the right to cancel or amend the Competition, the content of any or all of the Council-authorized formal notices in respect of the Competition (wherever appearing and in whatever form or format as amended from time to time) or these Rules at any time and without prior notice.

3. DISPUTES

- 3.1 In the event of any dispute regarding the Rules or the content of any or all of the Competition Notices, the conduct, results and all other matters relating to the Competition, the decision of the Council and the appointed judging panel shall be final, and no correspondence or discussion shall be entered into with the Entrant.

4. ELIGIBILITY FOR ENTRY

- 4.1 Unless an elected decision-maker or member of the judging panel, members or employees of Isaac Regional Council are eligible to enter the Competition.
- 4.2 All Entrants must have correctly lodged their competition entry in accordance with the Terms and Conditions or will be deemed invalid.
- 4.3 Isaac Regional Council reserves the right to verify and otherwise rule on the eligibility of all Entrants to participate in the Competition.

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- 4.4 The Competition commences on Monday 28 November 2022 and closes on Friday 16 December 2022 at midnight AEST. Entries must be received by the closing time/date to be eligible to participate.
- 4.5 All entries must be submitted in accordance with these Terms and Conditions, Entries received by any other method will be deemed ineligible.
- 4.6 Multiple entries from one entrant will be eligible however all entries must be unique and not duplicates of another entry.

5. ACCURACY OF INFORMATION

- 5.1 By entering the Competition, you, as the Entrant warrant that all information submitted by you is true, current and complete.

6. LEGAL CAPACITY

- 6.1 Council is entitled to assume that by entering the Competition (and you warrant that) either you have the legal capacity to enter the Competition and agree to be bound by the Rules (i.e. that you are 18 years of age and are entitled to be legally bound in contract).

7. NO LIABILITY

- 7.1 The Council is not liable for any damage or injury caused to the Residence or Entrants as a result of their entry into this Competition.

8. INDEMNITY AND RELEASE

- 8.1 Isaac Regional Council does not accept responsibility for any injury caused to anyone injured on any property or the Residence or damage to the property of the Entrant or to the Residence as a result of their entry in the competition.
- 8.2 The Entrant indemnifies and agrees to keep indemnified the Council in respect of:
- Any liability or loss arising out of and any costs incurred at any time whatsoever as a result (directly or indirectly) of a breach of any term or condition of these Rules by the Entrant; and
 - Any claim, demand or liability for any loss or damage to anything or any injury to or death of any person occurring on or near the Residence arising in connection with the Competition.
 - Any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or providers, computer equipment, software failure of any email or entry to be received on account of technical problems or traffic congestion on the Internet, telephone lines or at any website, or any combination thereof, including any injury or damage to Entrant's or any other person's computer or mobile telephone related to or resulting from participation or downloading any materials in the Competition.
- 8.3 By entering the Competition, the Entrant does so at the sole risk of the Entrant and releases, to the extent permitted by law the Council, the Council's employees and agents from any liability or

obligation to the Entrant (or any person claiming through the Entrant) in respect of any accident, damage, loss (including financial loss), death, injury, costs or expenses occurring arising by reason of the Entrant's participation in the Competition.

- 8.4 The provisions of this clause will continue to apply notwithstanding the expiry or earlier termination of the Competition.

9. DISQUALIFICATION

- 9.1 Council reserves the right to disqualify any Entrant if it has reasonable grounds to believe the entrant has breached any of these Rules.
- 9.2 In the event that any Entrant is disqualified from the Competition, Council in its sole discretion may decide whether a replacement Entrant should be selected. In this event, any further Entrant will be selected on the same criteria as the original entrant and will be subject to these Rules.
- 9.3 Council reserves the right to disqualify any entrant who tampers with the nomination entry process, who submits an entry that is not in accordance with these Terms and Conditions, or who has, in the opinion of Council, 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 Council.

10. SELECTION OF PRIZE WINNER AND GENERAL PRIZE INFORMATION

- 10.1 The random selection from all nominations will occur during the week commencing Tuesday 20 December 2022 having regard for the Competition Rules.
- 10.2 The winner will be announced within two business days and published by Isaac Regional Council's digital mediums.
- 10.3 This is a competition of chance and skill shall play no part in the judging of entries. The winner will be chosen by utilising an electronic random selection process.
- 10.4 In all matters, the decision of the judging panel and Council shall be final, and no correspondence or discussion shall be entered into.
- 10.5 The prize winner will be announced via social media and be required to contact Council to claim the prize from their preferred township.
- 10.6 Failure to contact Council within 60 days will result in the winner forgoing the prize.
- 10.7 Failure to claim the prize within the timeframe specified in 10.6 or in the manner so specified, may result in the winner forgoing the prize.

Prizes and How to Enter the Competition

- 10.8 The Prizes will be in the form of:
- Mini Prize - 7 x \$200 Shop Isaac Gift Cards which are non-transferable.
 - Major Prize - 1 x \$500 Shop Isaac Gift Cards which are non-transferable.

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– Grand Prize - 1 x \$1000 Shop Isaac Gift Card which is non-transferable.

Mini Prize will contain seven winners, one from each of the seven Isaac communities – (Glenden, Nebo, Clermont, Dysart, Middlemount, Moranbah and the Isaac Coastal communities).

Major and Grand Prize winners will be selected at random from the total entry pool for the seven Isaac Communities.

How to enter the Competition

- Between 28 November and 16 December go to Council's [Facebook page](#).
- On Council's dedicated entry Facebook post for the Shop Isaac "Shout out an Isaac Business" competition, tag or name a business and the town, and include in 25 words or less why you love that business.
- All entries will be added into a draw and will be randomly chosen to win one of nine Shop Isaac Gift Cards as specified in 10.8.
- You can enter more than once, but no two entries should be duplicates of each other as specified in 4.6.
- Winners will be announced on Council's Facebook page from 20 December as specified in 10.1 to 10.7.

10.9 Council reserves the right to substitute a prize of equal or greater value at any time. The prize is awarded at Isaac Regional Council's discretion and no prize will be awarded as the result of improper actions by or on behalf of any Entrant.

10.10 All taxes, insurances, transfers, spending money and other expenses (including meals or personal expenses, upgrades etc) as the case may be, unless specifically stated, are the sole responsibility of the prize winner.

10.11 Council cannot accept any responsibility for damage, loss, injury or disappointment suffered by any Entrant entering the Competition or as a result of accepting any prize.

10.12 The prize winner must collect their prize from their local Isaac Regional Council office within 360 days and no later than 5 pm AEST. Identification must be produced when collecting the prize.

10.13 The prize winner must complete and sign a Competition Release Form confirming collection of their prize.

11. FURTHER ACKNOWLEDGEMENTS

11.1 The Prize Winner may be requested to take part in promotional activities and Council reserves the right to use the names, their photograph and audio and/or visual recordings of them in any publicity.

11.2 Any personal data relating to Entrants will be used solely in accordance with current Australian and Queensland privacy and personal information protection legislation and will not be disclosed to a third party without the individual's prior consent.

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11.3 The Competition and the Terms and Conditions of these Rules will be governed by Australian and Queensland law.

12. CONTACT

12.1 You can contact Council in relation to this Competition by writing to **Isaac Regional Council, PO box 97, Moranbah Qld 4744** or by emailing Isaac Regional Council at the following email address: records@isaac.qld.gov.au