

# **Monica McInerney's Virtual Book Launch Competition**

## **- Terms and Conditions -**

### **GENERAL**

- 1) Information on how to enter and prizes form part of the Terms and Conditions. Entry into this competition deems acceptance of these Terms and Conditions.
- 2) To the extent of any inconsistency between these Terms and Conditions and any other reference to this competition, these Terms and Conditions will prevail.

### **WHO CAN ENTER**

- 3) Subject to clause 4 and 5, entry is open to all residents of Logan over the age of 18, as of the date of entry, who have fulfilled the requirements set out below.
- 4) Employees, and their immediate families, of the Promoter, Logan City Council and associated agencies and companies can enter the competition, but are not eligible to receive the prizes for this competition. Immediate family means any of the following: spouse, ex-spouse, defacto spouse, child or step child (whether natural or by adoption), parent, step parent, grandparent, step grandparent, uncle, aunt, niece, nephew, brother, sister, step brother, step sister or first cousin. The Promoter is Logan City Council (ABN 21 627 796 435) of 150 Wembley Road Logan Central QLD 4114 (**'Promoter'**)

### **HOW AND WHEN TO ENTER**

- 5) Entrants may enter this competition during the Promotional Period (defined below) by:
  - a) Registering for Monica McInerney's Virtual Book Launch.
- 6) Only one entry is permitted per person. Each entry must be received by the Promoter within the Promotional Period.
- 7) The Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process. In particular, entries or votes that are computer generated or are invalid and will not be accepted.
- 8) Competition timeframe: The competition commences on Wednesday 16 September 2020 at 9:00 AEST and closes on Thursday 8 October 2020 at 19:00 AEST ('Promotional Period').

### **WINNER SELECTION**

- 9) Winners will be selected at random by representatives from Logan City Council.
- 10) The winners will be notified by Wednesday 14 October 2020 via email.
- 11) The Promoter may select additional entries to be used as replacements in the event that the first entrant chosen as the winner cannot satisfy these Terms and Conditions or take a prize.
- 12) Prizes will be delivered via post to the winner's nominated address.

### **NUMBER OF ENTRIES PERMITTED**

- 13) One entry per person to this competition is permitted. Each entry submitted must be unique and comply with the terms of how to enter.

## **PRIZES ON OFFER**

- 14) The prize on offer is:

<b>Prize</b>	<b>[ full details ]</b>
Prize: 3 x signed copies of Monica McInerney's new novel <i>The Godmothers</i>	Signed copy of Monica McInerney's new novel <i>The Godmothers</i>

- 15) If the Promoter is unable to make contact the winner within 48 hours to claim fulfilment of the promotional prize or if the winner is unable to attend any element of the prize, that winner will forfeit the prize in its entirety and it shall be awarded to the next runner up in the promotion. The Promoter will not be liable for a winner who cannot be contacted and therefore forfeits their prize and no correspondence will be entered into.
- 16) Prizes/prize vouchers may be subject to further Terms and Conditions.

## **FURTHER TERMS AND CONDITIONS**

- 17) The Promoter reserves the right to amend these Terms and Conditions if this competition cannot be run as originally planned. The Promoter may also cancel or suspend this competition 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.
- 18) The Promoter and their associated agencies and companies will not be liable or responsible for any problems or technical malfunction of any telephone network or lines, computer on line systems, servers, or providers, computer equipment, software, technical problems of the phone or of any phone network, or any misadventure, accident, injury, loss (including but not limited to consequential loss) or claim that may occur; whilst undertaking any travel won on or connected with their entry; in the participation in any prize; as a consequence of late, lost or misdirected mail, email SMS or phone call; due to the broadcast of any program relating to the competition or the publication of any material, including any statements made by any compere, staff member, journalist, other entrants or any other person; any injury or damage to entrant's or any other person's computer software or phone; or any combination thereof, related to or resulting from participation or sending or receiving of any communication or of any materials in this competition.
- 19) If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State Regulation. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
- 20) The Promoter highly recommends a mobile phone number and email address be provided when requested for ease of correspondence and potential prize delivery. The Promoter makes all reasonable efforts ensure the winners receive their prizes. The Promoter cannot guarantee that any prizes returned to the Promoter due to non-delivery at the provided address will be re-sent to the prize winner.
- 21) The Promoter reserves the right to request winners to sign a winner's deed of release or any other relevant forms or agreements that the Promoter deems necessary, to provide proof of identity, proof of age, proof of residency at the nominated prize delivery address and/or proof of entry validity (including phone bill) in order to claim a prize. Proof of identification, residency, age and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
- 22) The Promoter reserves the right to rejudge in the event of an entrant, claiming to be a winner, being unable to satisfy these Terms and Conditions.
- 23) The judges' decision in relation to any aspect of the competition is final and binding on each person who enters. Chance plays no part in determining any winner. No correspondence will be entered into. No responsibility is accepted for late, lost or misdirected entries. Prizes are subject to availability, not

transferable or exchangeable and, with the exception of cash prizes, cannot be taken as cash. Prize will be available for collection at a nominated location and time. Winner will be required to produce relevant ID before collecting prize.

- 24) By entering this contest, you agree to a complete release of Facebook from any or all liability in connection with this contest.
- 25) We acknowledge that the promotion is in no way sponsored, endorsed, administered by or associated with Facebook.

**Copyright, Statutory guarantees, Waiver and liability**

- 26) All entries and any copyright subsisting in the entries become and remain the property of the Promoter who may publish or cause to be published any of the entries received. Logan City Council collects entrants' personal information for the purpose of conducting and promoting this competition (including but not limited to determining and notifying winners). We do not sell personal information to other organisations. We may disclose personal information to essential service providers connected to this competition including prize suppliers purely for the purposes of prize fulfilment for any winners. You may request access to your personal information by writing to The Privacy Officer, Legal Compliance Department, Logan City Council, of 150 Wembley Road Logan Central QLD 4114.
- 27) In participating in the prizes, the winners agree to participate and co-operate as required in all editorial activities relating to the Competition, including but not limited to being interviewed and photographed. The winners (and their companions) agree to granting the Promoter a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide, including online social networking sites, and the winners (and their companions) will not be entitled to any fee for such use.
- 28) Prize winners are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of that prize.
- 29) Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth), as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.
- 30) Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or Entrant; or (f) use of a prize.