

General Terms and Conditions for Gold Coast Libraries Competitions

1. This competition ("Competition") is conducted by the Council of the City of Gold Coast, Queensland ("Promoter").
2. Entry to the competition constitutes acceptance of these terms and conditions. All entry instructions and prize information published by the Promoter form part of these terms and conditions.
3. The Competition is only open to individuals who: (i) are permanent residents of the Gold Coast Local Government Area; and (ii) who are not employees of the Promoter or any of its related corporations or any of their agencies associated with the Competition; and (iii) if under the age of 18 years, upon the request of the Promoter, provide written consent from their parent or guardian for the individual to enter the Competition and to be bound by these terms and conditions ("Entrant").
4. The Competition entry period ("Entry Period") will be published in the competition entry instructions. Entries not received within the entry period will not be considered. The Promoter takes no responsibility for late, lost, incomplete, incorrectly submitted, illegible or misdirected entries or for any delays or failures in any telecommunications service or equipment.
5. There is no cost to enter the Competition, however internet connection and usage rates may apply. The Promoter is not and will not be liable for any such costs.
6. The Promoter may, at its absolute discretion, declare an Entry made by an Entrant invalid if the Entrant tampers with the entry process, benefits from such tampering or submits an Entry that is illegible, incomplete or not in accordance with these terms and conditions. Errors and omissions may be accepted at the Promoter's discretion.
7. Multiple entries are not accepted unless published competition entry instructions state otherwise.
8. Winners(s) shall be contacted by email address or other contact details provided. Entrants who are not winners will not receive any notification at all. It is the responsibility of a winner to contact the Promoter to claim their prize before any due date or event date. The Promoter assumes no responsibility for any delay in delivery, or failure of safe delivery of the prize. Prizes cannot be substituted.
9. The Promoter's decision is final and binding upon all Entrants and no correspondence will be entered into. Entrants who are not winners will not receive any notification at all.
10. When an Entrant submits an entry that includes a picture, video or artistic work ("Content"), the Entrant, unless the Promoter advises otherwise, licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display such Content for any purpose in any media, without compensation, restriction on use, attribution or liability. Entrants agree not to assert any moral rights in relation to such use and warrant that they have the full authority to grant these rights. The Entrant grants these rights to the Promoter which are perpetual and acknowledges that the Entrant will not receive any payment, royalty or other consideration (whether monetary or otherwise) from the Promoter in connection with the making, use or storage of the Content.
11. Entrants agree that they are fully responsible for the information and Content they submit. The Promoter shall not be liable in any way for the provision of such information by the entrant to the full extent permitted by law. The Promoter may remove any Content without notice for any reason whatsoever. Entrants warrant and agree that: (a) they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, discriminatory, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication; (b) they will obtain prior consent from any person or property that appears in their Content; (c) they will obtain full prior consent from any person who has jointly created or has any rights in the Content, to the uses and terms herein; (d) their Content shall not contain viruses or cause injury or harm to any person or entity; (e) they will comply with the terms and conditions of use of any third party platform used by the Promoter such as Facebook or YouTube; and (f) they will comply with all

applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.

12. The Promoter may remove any Content without notice for any reason whatsoever. Without limiting any other terms herein, the Entrant indemnifies the Promoter for any loss, damage or claim suffered by the Promoter or by any third party arising from a breach of these terms.
13. If for any reason the conduct or operation of the Competition is interfered with or disrupted in any way (including by vandalism, power failures, natural disasters, acts of God, civil unrest, strikes, computer bugs or viruses, tampering or technical failures), the Promoter reserves the right to cancel, terminate, modify or suspend or recommence the Competition.
14. All Entrants enter the Competition at their own risk and the winner accepts the prize at his or her own risk. To the full extent permitted by law, the Promoter, its associated companies and agencies and any of their personnel (the "Relevant Parties") exclude all liability for and Entrants indemnify the Promoter in respect of, any loss (including damage, claim, injury, cost or expense) which is suffered or incurred by any Entrant in connection with the Competition or prize.
15. Where an Entrant provides personal information to the Promoter, noting that the Entrant's participation in the competition is voluntary, the personal information will be used by the Promoter to administer the competition in accordance with these terms and conditions. Entrant's personal information will be stored securely and except as provided for in these terms and conditions, will not be given to any other person or agency unless you have given us permission or we are authorised or required by law. The collection, use and disclosure of all personal information will be handled in accordance with the Information Privacy Act 2009 and the Promoter's privacy policy which is available at: cityofgoldcoast.com.au/privacy.