

Gold Coast Mountain Biking (MTB) Survey 2018 Terms and Conditions

1. This competition is a promotion run by EarthCheck Pty. Ltd. ABN 30 096 357 149 ("Promoter").
2. Entries and information on prizes and how to enter form part of these terms and conditions ("Terms"). Entries not completed in accordance with these Terms are ineligible. Participation in this competition constitutes acceptance of these Terms.
3. The competition is open to residents of Queensland at the time the competition is drawn.
4. Directors, officers, management, employees and other staff (and the immediate families of directors, officers, management, employees and other staff) of the Promoter, related entities and agents of the Promoter are ineligible to enter.
5. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe breached any of these conditions, or engaged in any unlawful or otherwise improper misconduct calculated to jeopardise the fair and proper conduct of the competition. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
6. The competition commences at 12:01am 24/10/2018 and closes at 11:59pm 11/11/2018 (Promotion Period).
7. Eligible entrants may enter this competition by fully completing the Gold Coast Mountain Biking Survey. Entries must be received by 11:59pm 11/11/2018.
8. Only one entry per entrant is permitted and only one prize will be awarded to each winner.
9. All entries become the property of the Promoter. No responsibility is accepted for late, lost or misdirected entries.
10. The competition will be drawn on 14/11/2018 at 10am in the EarthCheck office at 189 Grey Street, Southbank, Queensland. Time quoted are local times.
12. The competition winners will be chosen at random from all eligible entries received. The Promoter's decision is final and no correspondence will be entered into.
13. One winner will receive an \$500 RACV Royal Pines Resort gift voucher valued at AU\$500 (inclusive of GST). The total prize pool value is \$500 (inclusive of GST). Prize components, including without limitation model and colour, may alter at the discretion of the Promoter. Any change in the value of the prize between the publishing date and the date that the prize is claimed is not the responsibility of the Promoter.
14. The winner will be notified by their preferred contact method (phone or email) using the contact details provided upon completion of survey. The prize will be posted to the winner, to the address provided by the winner, when they are contacted by EarthCheck staff.
15. If the winner is unable to be contacted within two weeks of the draw, a redraw will occur. In the event that a redraw is required for the first draw, it will be held on 28/11/2018 at 10 am in in the EarthCheck office at 189 Grey Street, Southbank, Queensland and the redraw winner will be notified by their preferred contact method (phone or email) using the contact details provided upon completion of survey.
16. The prize is not transferable, exchangeable or redeemable for cash.

17. If the winner of the prize is under the age of 18 years (where entry by persons under 18 is not permitted), the Promoter may, at its discretion, award the prize to the winner's parent or guardian.

18. The information that entrants provide will be used by the Promoter for the purpose of conducting the competition. By entering this competition entrants consent to the use of their contact details for the purposes described in this clause.

19. The prize winner acknowledges that the prize, or any component of the prize, may be subject to the standard terms and conditions of the individual prize supplier(s) and may be subject to additional terms and conditions imposed by third parties. The winner must become acquainted with any such additional terms and conditions prior to accepting the prize. The Promoter does not accept any responsibility and is not liable for any additional conditions imposed on the taking of the prize by third parties, or for the breach of those conditions by any person. The acceptance of the prize creates a relationship between the prize winner and the individual prize supplier(s) and the Promoter is not responsible for, and accepts no liability in relation to, any loss, damage or claim that may be incurred by the prize winner as a result of the prize winner's decision to accept the prize.

20. In participating in the prize activity, the winner agrees to participate and cooperate as required in all editorial activities relating to this promotion, including but not limited to being interviewed, video-recorded and photographed. The winner agrees to grant the Promoter and its related entities a perpetual, non-exclusive licence to use such audio, footage and/or photographs in all media worldwide and the winner will not be entitled to any fee for such use. The winner agrees that they will not sell or otherwise provide their story, video and/or photographs to any media or other organisation.

21. Entrants consent to the Promoter and its related entities using their name, likeness, image and/or voice in the event they are a prize winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting the promotion (including any outcome), and promoting products manufactured, distributed and/or supplied by the Promoter, its related entities or service providers.

22. The Promoter will use its best endeavours to provide the prize as listed. If the prize (or any element of the prize) is unavailable, the Promoter, in its absolute discretion, reserves the right to substitute the prize (or that part of the prize) with a prize of equivalent value and/or specification, subject to any written directions from a regulatory authority.

23. If for any reason this competition is not capable of being conducted by the Promoter as intended, whether because of computer virus, mobile phone failure, bugs, tampering, unauthorised intervention, fraud, technical failures, or any other cause beyond the reasonable control of the Promoter which in the Promoter's opinion affects the administration of the competition, security, fairness or integrity, the Promoter may in its sole discretion, cancel, modify or suspend the competition, subject to the approval of the Office of Liquor and Gaming Regulation in Queensland as may be required.

24. Without limiting any other paragraph, the Promoter may at its discretion amend any aspect of this competition or these terms, subject to applicable laws and subject to the approval of the relevant regulatory authorities.

25. The Promoter, its related entities, and the directors, officers, management, employees and other staff of the Promoter and its related entities (Promoter's Agents) will not be liable for any loss or damage or for any personal injury sustained as a result of taking the prize(s) or entering into this

competition. The Promoter and the Promoter's Agents make no representations or warranties as to the quality, suitability or merchantability or any goods or services offered as prizes. To the extent permitted by law, the Promoter and the Promoter's Agents are not liable for any loss suffered to person or property by reason of any act or omission, deliberate or negligent, by the Promoter or the Promoter's Agents, in connection with the arrangement for the supply, or the supply, of goods and services by any person to the prize winner and, where applicable, to any persons accompanying the prize winners.

26. If, notwithstanding the above, the Promoter or the Promoter's Agents are found to be liable to any person in connection with this competition the Promoter's and the Promoter's Agents' maximum aggregate liability is limited to \$1.00.

27. To the maximum extent permitted by law, the Promoter and the Promoter's Agents will not be liable to any person for indirect or consequential loss or damage suffered by any person in connection with the entering the competition, or as a result of taking the prize. This applies to all claims, whether such claims are made in tort (including without limitation negligence), in equity, under statute or any other basis.

28. The laws of Queensland govern the Promoter's competitions.