

BLUES ON BROADBEACH POST FESTIVAL SURVEY TERMS & CONDITIONS



1. GENERAL

The following terms and conditions will apply to the 'Blues on Broadbeach Post Festival Survey' which is conducted by Experience Gold Coast Pty Ltd [ABN 77 633 448 094] at 301N, 12 Charles Avenue Broadbeach QLD 4218 who can be contacted on 1300 035 189 ('Promoter').

- 1.1 By entering the Promotion you acknowledge that you have read and agree to be bound by these terms and conditions.
- 1.2 The Promotion will be promoted via Facebook, Instagram and the Blues on Broadbeach website (www.bluesonbroadbeach.com.au). By entering the competition, you acknowledge that the promotion is in no way sponsored, endorsed or administered by, or associated with, Meta and you agree to release Meta from any liability associated with the Promotion.
- 1.3 The Promoter may disqualify any participant who fails to comply with these terms and conditions, manipulates the participation process, acts unfairly, dishonestly or unlawfully or who tries to influence the draw by disruption, harassment, annoyance of employees or representatives of the Promoter or other participants, even if the basis for disqualification is only determined after the Draw Date.

2. ENTRY & ELIGIBILITY

- 2.1 You may not enter this Promotion if you are an employee or officer of the Promoter or a member of such persons immediate family. Immediate family being a spouse, child, parent, sibling, defacto partner or any family member who resides at the same premises as you.
- 2.2 You may only enter this competition if;
 - (a) You are permanently residing in Australia; and
 - (b) are aged eighteen (18) years or older on or before the Closing Date of the Promotion.
- 2.3 To enter you must:
 - (a) Complete an online Blues on Broadbeach customer research survey using the Qualtrics service by 11.59pm Sunday 2nd June 2024
- 2.4 The competition is not open to residents residing in Northern Territory or Western Australia.
- 2.5 You may only enter this Promotion once and may not submit additional entries under different names.
- 2.6 Your entry will not be accepted by the Promoter and will be invalid if it is incomplete, indecipherable, or illegible.
- 2.7 There is no entry fee to enter this Promotion.
- 2.8 You warrant that any information you provide to the Promoter in relation to the Promotion is truthful, current, complete and accurate.
- 2.9 You understand that the Promoter may at any time verify any information that you have provided or that relates to your entry into the Promotion.
- 2.10 If any information you have provided is found to be fraudulent, invalid, incomplete or inaccurate or you are otherwise found to have manipulated the participation process, acted unfairly, dishonestly or

unlawfully, tried to influence the draw by disruption, harassment, annoyance of employees or representatives of the Promoter or other participants or otherwise not complied with these terms and conditions, you will be disqualified from the Promotion even if the basis for such disqualification is only determined after the Draw Date.

- 2.11 If you are disqualified from the Promotion after you have been awarded a Prize, you must, if requested by the Promoters, return the Prize or pay its retail value (set out in item 6.1 below) to the Promoters.

3. PROMOTION DATES

- 3.1 The Promotion commences at 10:00am on Monday 20th May 2024 ('Opening Date') and closes at 11:59pm AEST Sunday 2 June 2024 ('Closing Date').

4. DETAILS AND CONDUCT OF THE PROMOTIONS

- 4.1 The winner of the Promotion will be determined at random.

- 4.2 The winner will be drawn:

- (a) on Monday 3rd June 2024 ('Draw Date')
- (b) at Experience Gold Coast Pty Ltd [ABN 77 633 448 094] **301N, 12 Charles Avenue Broadbeach QLD 4218**
- (c) at 2PM

- 4.3 The Promoters' decision as to the winner of the Promotion will be final and binding on all participants and no correspondence will be entered into by the Promoters in this regard.

- 4.4 The Promoters will select a reserve 'winner' to replace the winner who is subsequently disqualified or as a substitute winner in the event a Prize is forfeited or not claimed.

5. NOTIFICATION OF WINNERS

- 5.1 You do not need to attend the draw to be eligible to be drawn as a winner.

- 5.2 Winners will be notified within 24 hours of the Draw Date by email

- 5.3 The results of the Promotions will be published on the Blues on Broadbeach Facebook and Instagram channels and no other publication of results will be made.

6. PRIZES

- 6.1 The winner will receive a travel voucher valued at \$1,000 including GST and a festival merchandise pack (valued at approximately \$89.00). Approximate total prize value \$1,089. ('Prize').

- 6.2 The value of the Prizes set out in clause 6.1 is the retail value of the Prizes (including GST) on the day these terms and conditions were published and the Promoter will not be liable in respect of any variation to the value of the Prize/s after this date.

- 6.3 The Prizes are non-transferable and non-exchangeable for cash, credit or any other item.

- 6.4 The winner can redeem the Prize by responding to a winner notification email sent by Experience Gold Coast seeking confirmation of the Entry and Eligibility clause set out in clause 2.

- 6.5 If for any reason whatsoever a Prize is not available, the Promoter may substitute or replace the Prize with another prize of equal or greater value.
- 6.6 The Prizes are provided on an as is basis and the Promoter makes no representation or warranty as to the quality or fitness for purpose of the Prize. To the extent permitted by law, all conditions, warranties, guarantees, rights, remedies, liabilities and other terms implied or conferred by statute, custom or the general law that impose any liability or obligation on the Promoter are excluded, however nothing contained in these terms and conditions excludes, restricts or modifies the application of any provision, the exercise of any right or remedy, or the imposition of any liability under the Australian Consumer Law, provided that, to the extent that such law permits the Promoter to limit its liability, then the Promoter's liability is so limited. The Prize does not include any other fees incurred by the winner in connection with the use of the Prize/s.

7. UNCLAIMED PRIZES

- 7.1 A Prize must be redeemed by Monday, 5th August 2024 and if a Prize is not redeemed by this date the winner will forfeit the Prize.
- 7.2 If a Prize is forfeited the Promoter will award the Prize to a substitute winner drawn on the Draw Date for this purpose.

8. USE OF INFORMATION

- 8.1 Any confidential or personal information you provide the Promoter in connection with the Promotion will be dealt with by the Promoter in accordance with the Promoter's privacy policy which is available via bluesonbroadbeach.com.
- 8.2 The Promoter may record or use any information you provide the Promoter for the purpose of conducting the Promotion and any other purpose set out in the Promoter's privacy policy.
- 8.3 The Promoter may disclose and publish the name and any other particulars of the winner (including photographs) for publicity and promotional purposes and if you are a winner you agree to co-operate with and participate in any activities organised by the Promoter in this regard provided the Promoter is responsible for any costs associated with such co-operation or participation.

9. INTELLECTUAL PROPERTY

- 9.1 Ownership of any materials you provide or submit in connection with the Promotion (whether in written, audio, electronic or visual form) (Materials) is assigned to the Promoter at the time the Materials are provided or submitted. The Promoter may deal with the Materials in accordance with its rights and obligations as the lawful owner of the Materials.
- 9.2 You warrant that you own the copyright and all other intellectual property rights that attach to any Materials and that you are lawfully able to assign ownership of the Materials as required by clause 9.1
- 9.3 You agree to execute all documents and do all things necessary to assign ownership of the Materials as required by clause 9.1 and if you fail to execute such documents or take such necessary action within seven (7) days of the Promoter requesting you to do so in writing, you irrevocably authorise the Promoter as your agent to execute the documents or take the necessary action on your behalf.
- 9.4 You agree to being broadcast, filmed, photographed or otherwise recorded without compensation whilst participating in the Promotion and to such tape, photograph or footage being used by the

Promoter in the conduct of the Promotion and for any promotional purposes connected with the Promotion or the business of the Promoter.

10. GENERAL

- 10.1 To the extent permitted by the law, you agree to release and hold harmless the Promoter and its personnel from any expenses, costs, liabilities, claims, actions, proceedings, damages, judgments and losses of any kind whatsoever (including consequential and economic losses, property loss/damage and damages for injury, including personal injury and death) (Losses) incurred or suffered by you and which arise out of, are caused by, are attributable to or result from your participation in this Promotion (including your use and/or enjoyment of the Prize/s) except to the extent such Losses are caused or contributed to by a wrongful or negligent act or omission of the Promoter or its Personnel.
- 10.2 To the extent permitted by the law, you agree to indemnify the Promoter and its personnel against any Losses incurred or suffered by the Promoter which arise out of, are caused by, are attributable to or result from any wrongful or negligent act or omission of yours.
- 10.3 In the event of a force majeure or if anything occurs that corrupts or affects the administration, security, fairness, integrity or proper and lawful conduct of this Promotion, the Promoter may cancel, terminate, modify or suspend the Promotion and the Promoter will not be liable for any Losses incurred or suffered by you which arise out of, are caused by, are attributable to or result from any such cancellation, termination, modification or suspension.
- 10.4 Unless otherwise stated in these terms and conditions or other materials produced by the Promoter in connection with this Promotion, you are responsible for any taxation liability (including any GST liability) or other government charges or reporting requirements which arise directly from your participation in the Promotion or receipt of the Prize (if any). If participation in the Promotion or receipt of a Prize involves a taxable supply being made, then you are solely responsible for paying any amount charged by the entity making the supply in respect of its GST liability on the supply. The Promoter does not offer any advice or accept any responsibility with respect to these matters.
- 10.5 Should any provision of these terms and conditions be held to be unenforceable, such provision will be deemed severed from these terms and conditions without affecting the enforceability or validity of the remaining provisions which shall continue in full force and effect.
- 10.6 The Promoter may (subject to law) vary the terms of, or terminate, this Promotion at any time at its absolute discretion without liability to any Participant. The Promoter will not award the prize if the Promotion is terminated for whatever reason.

11. PERMIT NUMBER

- 11.1 N/A