

## Hark Smoker competition terms and conditions

### General

Information on how to enter and the prize forms part of the Terms and Conditions. Entry into this competition deems acceptance of these Terms and Conditions.

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

Entry is open to all patrons who attend the 2024 FLAME BBQ Street Festival on Saturday, 21 September 2024 – from 3.00pm to 10.00pm, who have fulfilled the requirements set out below.

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 prize for this competition. Immediate family means any of the following: spouse, ex-spouse, defacto spouse, child or stepchild (whether natural or by adoption), parent, stepparent, grandparent, step grandparent, uncle, aunt, niece, nephew, brother, sister, stepbrother, 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

Entrants may enter this competition during the Promotional Period (defined below) by:

Entrants will register their name, suburb, email address and mobile number at: [Hark Smoker registration link](#).

One entry per person. Each entry must be unique and received by the Promoter within the Promotional Period.

Competition timeframe: The competition commences on 21 September 2024 at 3.00pm and closes on 21 September 2024 at 9.30pm ('Promotional Period').

Winner will be drawn by 10.00pm on Saturday, 21 September 2024. The winner will be announced on the Main Stage and must be present to claim the prize.

### Number of entries permitted

Single entry per person to this competition are permitted. Each entry must comply with the terms of how to enter.

### Prize on offer

The prize on offer is:

Prize	Full details
Hark 2 Door Gas Smoker with Window	Each survey entry goes into the draw to win 1 Hark 2 Door Gas Smoker with Window valued at \$349. One is available, with one winner chosen to receive the prize.

If the winner announced is not present, another winner will be chosen. Once the winner is announced, the prize can be collected or a time negotiated with the event organisers to collect the prize at a later date.

Prizes/prize vouchers may be subject to further Terms and Conditions.

### **Further terms and conditions**

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. 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.

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.

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 to ensure the winner receives their prize. 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.

The Promoter reserves the right to request the winner 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.

The Promoter reserves the right to pick another winner in the event of an entrant, claiming to be a winner, being unable to satisfy these Terms and Conditions and if the entrant isn't present at the event upon the winner announcement.

The event organisers' decision in relation to any aspect of the competition is final and binding on each person who enters. No correspondence will be entered into. No responsibility is accepted for late, lost or misdirected entries. The prize is 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 the event or at a nominated location and time. Winner will be required to produce relevant ID before collecting prize.

By entering this competition, you agree to a complete release of Facebook from any or all liability in connection with this competition.

We acknowledge that the promotion is in no way sponsored, endorsed, administered by or associated with Facebook.

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, assessing and promoting this competition and includes determining and notifying the winner. Your personal information may be accessed by employees, contractors, and/or Councillors of Logan City Council, and other government agencies. Your personal information will be handled in accordance with the *Information Privacy Act 2009 (Qld)* and may be released to other

parties where Logan City Council is required or authorised by law to do so. For more information on Logan City Council's privacy policy, see: [Privacy](#).

In participating in the prize, the winner agrees 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 winner (and their companions) agrees to granting the Promoter a perpetual and non-exclusive license to use such footage and photographs in all media worldwide, including online social networking sites, and the winner (and their companions) will not be entitled to any fee for such use.

The prize winner is advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of that prize.

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 *Australian Securities and Investment Commission 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.