

Win a \$300 Eat Street Voucher and VIP Access for a Year Competition Terms and Conditions

1. THE DETAILS

- 1.1 The promotion is the "Win a \$300 Eat Street Voucher and VIP Access for a Year" Competition (**'Promotion'**).
- 1.2 Information on how to enter and prize details forms part of these terms and conditions. Participation in this Promotion is deemed acceptance of these terms and conditions (including any subsequent variations) by the entrant.
- 1.3 The promoter of this Promotion is The Minister for Economic Development Queensland, ABN 76 590 288 697 of GPO Box 2202, Brisbane, Queensland 4001. Telephone number: 07 3452 7880 (**'Promoter'**).
- 1.4 This Promotion is a game of chance.
- 1.5 For the purposes of the Promotion, **'Eat Street'** means Eat Street Northshore located at 221D MacArthur Ave, Hamilton, Queensland.

2. PROMOTION PERIOD

- 2.1 The Promotion will commence at 4pm AEST on 1 October 2021 and close at 3:00pm on 17 January 2022 AEST (**'Promotional Period'**). Late entries will not be accepted.

3. ELIGIBILITY

- 3.1 Entry is open to Queensland residents only aged 18 years of age or older at the date of entry (**'Entrant'**).
- 3.2 The following are ineligible to enter this Promotion:
- (a) Directors, officers, management and employees of the Promoter or its associated entities/related bodies;
 - (b) the immediate family of any of the above. Immediate family means any of the following: spouse, domestic partner, de-facto spouse, ex-spouse, ex-domestic partner, ex-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.

4. HOW TO ENTER

- 4.1 To enter the Promotion, the Entrant must, during the Promotional Period:
- (a) Follow the Northshore Brisbane Instagram and/or Facebook page; and
 - (b) Tag both Northshore Brisbane and Eat Street Markets in a post made on either Instagram or Facebook.
- 4.2 The entry will be deemed invalid if the items referred to in 4.1 are not completed at the time of entry.

- 4.3 Entry into this Promotion is free (excluding internet connection, mobile, telephone and any other third party charges).
- 4.4 Multiple entries into this Promotion are permitted, subject to each entry being submitted separately and in accordance with these terms and conditions.
- 4.5 The Promoter has sole and absolute discretion to determine and approve an Entrant's eligibility for any entry. The Promoter reserves the right, at any time, to verify the validity of the entries and eligibility of Entrants (including an Entrant's identity, age and place of residence). Incomplete entries will be deemed invalid.
- 4.6 The Promoter may, at its sole discretion, disqualify any Entrant if it reasonably believes that the participant has breached any of the terms and conditions, tampered with the entry process or engaged in unlawful or improper conduct calculated to jeopardise fair and proper conduct of the Promotion. Any Entrant disqualified under this clause is prohibited from any further participation in the Promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

5. **PRIZE POOL**

- 5.1 The Prize Pool for the Promotion comprises of:
- (a) 1 x \$300 Eat Street Voucher (Valid for 12 months from issue date); and
 - (b) 1 x VIP access pass to Eat Street for 12 months (valued at up to \$780 depending on entry frequency)
- (the '**Prize**').
- 5.2 The total value of the Prize is \$1,080 including GST, as at 16 September 2021. The Promoter is not responsible for any changes in the value of the Prize.
- 5.3 The VIP access pass is valid for a period of 12 months from issue and has conditions associated to frequency of visits.
- 5.4 The Prize is awarded 'as is' with no warranty or guarantee, either express or implied by the Promoter.
- 5.5 The Prize is not transferable, refundable, redeemable or exchangeable for cash, unless expressly permitted by these terms and conditions. The winner of the Prize will not receive any compensation or cash refund for any unused portion or value of the Prize.
- 5.6 If the Prize (or any part of the Prize) is unavailable for any reason, the Promoter reserves the right to substitute the Prize (or any part of the Prize) for another prize of equal value.
- 5.7 The Prize remains the property of the Promoter until lawfully claimed by the winner to the satisfaction of the Promoter pursuant to these terms and conditions.
- 5.8 The Prize excludes transport or other costs associated with getting to Eat Street.
- ## 6. **PRIZE DRAW**
- 6.1 The Prize draw will take place at 9am AEST on 24 January 2022 ('**Prize Draw**').

- 6.2 The winner of the Prize will be drawn from all eligible entries received during the Promotional Period at random using a random electronic drawing system. The winner of the Prize will be the first valid Entrant drawn at the Prize Draw (**'Winner'**). The Promoter may draw additional reserve entries at the Prize Draw and record them in case of an invalid entry or ineligible entrant (**'Reserve Winners'**).
- 6.3 The Winner will be notified in writing via their nominated Instagram and/or Facebook page (subject to which platform they used to enter the Promotion). Each Entrant must actively monitor their nominated social media accounts as contact to the Winner will be made via Facebook Messenger and/or Instagram only.
- 6.4 The Winner's social media post/entry may be published and shared on Northshore Brisbane and Eat Street social media pages.
- 6.5 To claim the Prize, the Winner of the Prize Draw must respond to the Promoter's message sent via Facebook Messenger or Instagram and accept the Prize by 5pm AEST on 28 January 2022. The Prize must be collected from Eat Street Northshore 221D MacArthur Ave Hamilton 4007, by no later than 31 January 2022 by 5pm.
- 6.6 The Winner of the Prize acknowledges and agrees that as a condition of accepting the Prize in this Promotion:
- (a) they must comply with all the conditions of the Prize (or any element of it), the Promoter's requirements and the Prize supplier's requirements;
 - (b) they must sign any legal documentation as and in the form required by the Promoter in their absolute discretion, including but not limited to a legal release and indemnity form releasing the Promoter from and indemnifying the Promoter and/or the Prize supplier against any liability arising from the use of or participation in the Prize;
 - (c) the Promoter is not responsible for any costs associated with the Winner's collection of the Prize, including but not limited to any transport costs .
- 6.7 In the event that the Winner cannot provide suitable proof of their entry and/or identity as requested by the Promotor, the Winner will forfeit the Prize in whole and no substitute will be offered.

7. UNCLAIMED PRIZE AND RESERVE WINNERS

- 7.1 If the Winner does not claim the Prize in accordance with clause 6.5 the Winner forfeits the Prize and the Promoter will issue the Prize to the first drawn Reserve Winner.
- 7.2 To collect the Prize, the Reserve Winner must by 5pm AEST on 4 February 2022 Eat Street Northshore 221D MacArthur Ave Hamilton 4007
- (a) respond to the Promoter's message and accept the Prize; and
 - (b) comply with the requirements at clauses 6.6 of these terms and conditions.
- 7.3 If for any reason the first drawn Reserve Winner does not claim the Prize by the time stipulated by the Promoter, then the Prize will be forfeited and the next drawn Reserve Winner will be the winner of the Prize. The Promoter will continue to declare a winner from the Reserve Winners (in the order in which they were drawn) until the Prize is claimed or the Reserve Winner entries are exhausted.

7.4 The conditions at clauses 6.4 to 6.7 above also apply to Reserve Winners.

8. GENERAL

8.1 In the event of a COVID-19 outbreak in Queensland which results in a mandatory lockdown or closure of Eat Street for any period of time, the Promoter may, in its sole discretion, cancel and/or suspend the Promotion and is not liable to any Entrant for any loss arising from such cancellation or suspension. The Winner should consult with the Prize supplier about its specific terms and conditions in relation to COVID-19 and cancellations. The Promoter is not responsible for any loss or damage arising in relation to the redemption of the Prize.

8.2 The Promoter may cancel the Promotion and not distribute a prize (or any element of a prize) where circumstances are beyond the Promoter's reasonable control and prevent the Promoter from providing a prize (or any element of a prize).

8.3 If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law:

- (a) to disqualify any Entrant; or
- (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.

8.4 Should the Promoter cancel, suspend or terminate the Promotion the Promoter will advertise that the Promotion has been cancelled by placing a notice on the Promotion webpage.

8.5 The Promoter reserves the right to vary these Terms and Conditions at any time (without prior notice) without liability to any Entrant or any other person, subject to applicable laws. These Terms and Conditions and any varied Terms and Conditions will be available on the website www.northshorebrisbane.com.au/eatstreetvip

8.6 The terms and conditions of this Promotion are governed by the laws Queensland.

8.7 The Promoter's decisions relating to this Promotion are final, including the validity of entries, the eligibility of an entrant and redemption of the Prize. The Promoter will not enter into correspondence regarding the promotion results or any other decisions the Promoter makes in connection with this Promotion.

8.8 Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

8.9 Nothing in these terms and conditions limits, excludes or modifies or purports to limit, exclude or modify any statutory consumer guarantees as provided under the *Competition and Consumer Act*, as well as any other implied warranties under the *ASIC Act* or similar consumer protection laws in the States 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. This includes (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 tax liability incurred by a Winner or Entrant; (e) taking and/or use of a prize; (f) any late, lost, damaged or misdirected prize delivery due to any reason beyond the reasonable control of the Promoter, including any error in the winner's nominated postal address (if applicable) and any dealings by the individual who does or purports to participate in this promotion.

- 8.10 To the fullest extent permitted by law, any liability of the Promoter or its servants or agents for breach of any such rights is limited to the payment of the cost of having the Prize supplied again.
- 8.11 By accepting the Prize, the winning Entrant agrees (a) to participate in and co-operate as required with all reasonable media editorial requests relating to the Prize, including but not limited to, being interviewed and photographed and (b) for their image and/or voice, as recorded or photographed or filmed, during their participation in the Promotion and Prize to appear in any media selected at the discretion of the Promoter for an unlimited period. The Winner or Reserve Winner agrees it is not entitled to any fee for any media participation or the use of their image or voice as set out in this clause.
- 8.12 By participating in this Promotion, the Entrant releases Facebook, Instagram and their associated companies from all liability arising in respect of the Promotion. The Promotion is in no way sponsored, endorsed, or administered by, or associated with these entities.

9. **PRIVACY AND COLLECTION NOTICE**

- 9.1 The Promoter collects personal information in order to conduct the Promotion, to assist in providing the goods or services an individual has requested (if any), and to improve its goods and services. By participating in the Promotion, the Entrant also acknowledges that a further purpose for the Promoter's collection of the Entrant's personal information is to enable the Promoter to use the information to contact the Entrant in relation to Northshore Brisbane or Eat Street.
- 9.2 Personal information collected by the Promoter to conduct the Promotion will be stored, used and disclosed by the Promoter and the Queensland Department of State Development, Infrastructure, Local Government and Planning for the purposes identified in these terms and conditions, and in accordance with the *Information Privacy Act 2009* (Qld) and the privacy policy at <https://northshorebrisbane.com.au/privacy-policy-2/> ("**Privacy Policy**"). By participating in the Promotion, each individual is deemed to consent to the storage, use and disclosure of his or her personal information in accordance with these terms and conditions and the Privacy Policy. The Privacy Policy also contains information about how individuals can access and amend their personal information or make complaints about privacy matters.