

Terms and Conditions

- **1.** This competition is conducted by Experience Somerset acting through Somerset Regional Council ABN 50 138 958 249 of 2 Redbank Street Esk, QLD 4312.
- **2.** All competition entry instructions, requirements and prize information published by Experience Somerset is publicly available at www.experiencesomerset.com.au and form part of these terms and conditions ("**Terms and Conditions**").
- **3.** The Entrant accepts these Terms and Conditions by submitting the Entry.

ENTRY

- **4.** This competition is only open to individuals who:
- (a) have a permanent residential address in Australia;
- (b) as at 1 July 2024 are aged 18 years or over; and
- (c) have provided a true and valid email address.
- **5.** This competition commences at 9:00am AEST on 1 August 2024 and closes at 11:59pm AEST on 30 August 2024 ("**Entry Period**").
- **6.** An entry is a fully completed form on Experience Somersets Brevo link as directed from the campaign landing page https://experiencesomerset.com.au-win-a-somerset-holiday-competition/ ("Individual Entry");
- **7.** To enter this competition the Entrant must, during the Entry Period, submit the Entry using the entry method set out below:
- (a) Use a compatible browser to visit https://lingopr.typeform.com/visitsomerset ("Survey Website") and:
- (i) complete the online entry form in full as per its instructions, including providing the required personal information (a valid email address);



- (ii) read and agree to the Competition Rules as per this document;
- **8.** For the Entry to be eligible for a Prize ("Eligible Entry"), the Entry must:
- (a) be a valid email address (the winner will be notified via email to this email address);
- (b) not be an Entry submitted by Somerset Regional Council employees directly involved in the administration of this competition or their immediate family;
- (b) comply with these Terms and Conditions.
- **9.** The Entrant must submit the Entry manually. Experience Somerset may reject the Entry if, in Experience Somerset's opinion, the Entry has been submitted in any other manner including, without limitation, by using automated entry or a competition entry service.
- 10. Each Entrant may only submit one Entry.
- **11.** There is no fee payable to Experience Somerset to enter this competition. The Entrant acknowledges that internet connection and usage costs may be payable to the Entrant's service provider. The Entrant is responsible for any such costs.
- **12.** Experience Somerset may at any time verify, to Experience Somerset's satisfaction, the eligibility of the Entrant or Entry. The Entrant must provide such documents or information as requested by Experience Somerset at its absolute discretion.
- **13.** Experience Somerset takes no responsibility for late, lost, incomplete, incorrectly submitted, illegible or misdirected Entries or for any delays or failures in telecommunications and online service or equipment. Errors and omissions may be accepted at Experience Somerset's discretion.

ENTRY CONTENT

14. The Entry must be a fully completed form, answered honestly in good faith.



- **15.** The Entry must not contain unlawful, defamatory, racist or otherwise offensive or inappropriate material.
- **16.** Experience Somerset may, at any time and in its absolute discretion, accept, reject or remove any Entry. Experience Somerset may, at any time, reject or remove any Entry that it considers, in its absolute discretion, is inappropriate; will bring Experience Somerset, Somerset Regional Council or this research project into disrepute; is not an Eligible Entry; or is in breach of these Terms and Conditions.

PRIZES

- **17.** The prize is weekend escape for selected accommodation and experiences within the Somerset region ("**Prize**"). Specifically:
- (a) Two nights accommodation at Esk Caravan Park in a glamping tent for up to four people (valued at \$598)
- (b) Three nights accommodation at NRMA Lake Somerset Holiday Park in a lakeview villa for up to four people (valued at \$1092)
- (c) An Ottaba Llamas, Llama and Lattes walk experience for up to four people (valued at \$240)
- (d) A dining voucher at Exchange Hotel Kilcoy (valued at \$150)
- (e) A dining voucher at Esk Grand Hotel (valued at \$150)
- **18.** Prizes will be provided in the form of gift vouchers valid 12 months from date of issue.
- **19.** The total value of the prize pool is \$2,230.
- 20. The Prize is not redeemable for cash and is not transferable or exchangeable.
- **21.** If the Prize is unavailable for any reason, Experience Somerset may, in its absolute discretion and without notice, substitute the Prize with another prize of equal or higher value as determined by Experience Somerset to be reasonable.



WINNERS

- 22. This competition is a game of chance, of which skill plays no part.
- **23.** Experience Somerset will appoint the full prize pool at random to **one** winner.
- **24.** The Winner will be notified by email on Monday, 2 September. It is the Entrant's responsibility to ensure that they read and reply to Experience Somerset within the acceptance time frame (outlined below).
- **25.** Each Winner must accept the Prize by 11:59pm AEST on Sunday, 9 September 2024. Any Prize not accepted by this date will be forfeited, and no substitute or compensation will be provided and the Winners will not have any claim whatsoever against Experience Somerset.
- **26.** To accept the Prize, the Winner must produce evidence of identity, age and residency in the form of a State government issued photo identification or proof of identity and residency.
- **27.** If a Winner cannot be contacted, a winning Entry is found to be ineligible or in breach of these Terms and Conditions, or a Winner does not follow Experience Somerset's instructions to claim the Prize by 9 September 2024, Experience Somerset will deem the Prize as unclaimed (and forfeited) and select another winner based on the same selection criteria. This process will be repeated if required.
- **28.** Upon a Winner accepting the Prize, the Winner's details will be announced on the Experience Somerset social media accounts.
- 29. By accepting the Prize, the Winner agrees to:
- (a) use the Prize according to the prize pool terms and conditions
- (b) Experience Somerset publishing their name Experience Somerset's social media accounts (including but not limited to Facebook and Instagram) and online via the Experience Somerset website.

PERSONAL INFORMATION



- **30.** The Entrant acknowledges and agrees that their personal information will be:
- (a) collected by Experience Somerset via marketing platform Brevo for the purpose of:
- (i) administering this competition (including assisting Experience Somerset's contractor, Lingo PR & Digital, in administering this competition); and
- (ii) utilised for marketing of the Experience Somerset brand as part of the competition entry
- (iii) disclosed to suppliers of the prize pool for the purposes of facilitating the prizes

Experience Somerset utilises Brevo as their electronic marketing system. Brevo's terms of service can be viewed <u>here</u>.

31. Further information about Experience Somerset's treatment of, and your right to access, personal information can be viewed at https://experiencesomerset.com.au/privacy-policy/

GENERAL

- **32.** This competition is in no way sponsored, endorsed, administered by or associated with, Facebook, Instagram, Brevo or Typeform.com surveying platform.
- **33.** In conducting this competition, Experience Somerset in no way sponsors, endorses or is associated with Facebook, Instagram, Brevo, Typeform.com or any other party associated with this competition or the Prize.
- **34.** If this competition 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 Experience Somerset, Experience Somerset may, in its absolute discretion and to the fullest extent permitted by law, modify, suspend, terminate or cancel this competition.
- **35.** Experience Somerset may vary or amend these Terms and Conditions at any time, whether during or after the Entry Period.



- **36.** To the full extent permitted by law, Experience Somerset is not liable for any injury, damages, expenses or loss whatsoever (including but not limited to indirect or consequential loss) to persons or property by reason of any act or omission, deliberate or negligent, by Experience Somerset, or its officers and agents in relation to this competition, including without limitation, the supply of the Prize to the Winners.
- **37.** To the full extent permitted by law, Experience Somerset is not liable, and will not pay compensation, for any injury, damages, expenses or loss whatsoever (including but not limited to indirect or consequential loss) to persons or property by reason of:
- (a) the Prize being lost or stolen; or
- (b) the Winner being unable to use the Prize; or
- (c) the Winner's acceptance and/or use of the Prize including, without limitation, all transactions made by the Winner with the Prize.
- **38.** No person shall be entitled to claim compensation or loss from Experience Somerset or Somerset Regional Council in relation to this competition including, without limitation, a failure by Experience Somerset to comply with these Terms and Conditions.
- **39.** Experience Somerset's decision in relation to any aspect of this competition is final and binding on the Entrant and no correspondence will be entered into. Failure by Experience Somerset or Somerset Regional Council to enforce any of its rights at any time does not constitute a waiver of those rights.
- **40.** These Terms and Conditions are governed by the laws of Queensland.