

**Terms and Conditions – Brisbane City Council –**

**Pedal Pledges Competition**

1. These terms and conditions set out all of the information regarding the Brisbane City Council – Pedal Pledges Competition (the **Terms and Conditions**)
2. The promoter of the competition is Brisbane City Council ABN 72 002 765 795 acting through its Brisbane Infrastructure, Transport Planning and Operations division, whose principal offices are at Brisbane Square, 266 George Street, Brisbane (the **Promoter**).
3. Competition entry is deemed acceptance of these Terms and Conditions.
4. By entering this completion, the entrant acknowledges and agrees that:
5. any submission which is deemed inappropriate, at the sole discretion of the Promoter, will be ineligible;
6. competition entry is considered acceptance of Instagram terms and conditions of use;
7. an officer of the Promoter may contact the Instagram account used to enter the competition, by way of direct message, if they are drawn as the winner;
8. this competition is in no way sponsored, endorsed or administered by, or associated with, Instagram; and
9. Brisbane City Council (**Council**) may repost entries on Council’s Facebook, Twitter or Instagram accounts, Council’s website and within Council electronic direct mail communication pieces. Participants will not be entitled to any fee for such use.
10. **Prizes:** The winner of this competition will receive one voucher valued at $500, redeemable at Cycle Culture Brisbane (the **Prize**).

The Prize is not exchangeable or transferable, and cannot be redeemed for cash. If the full amount of the Prize is not redeemed, the un-used balance or Prize will be forfeited. Any additional expenses incurred by the prize winner, other than those outlined in these Terms and Conditions, are the responsibility of the prize winner.

The Prize itself may be subject to the specific terms and conditions of the prize provider.

1. **The competition period:** The competition will open at 3:30pm AEST on Friday 1st March 2019 and will close at 11:59pm AEST on Friday 21st June 2019. No entries will be accepted after this time.
2. **How to enter:** Entrants must post a selfie with the Pedal Pledge bike, and share their pledge on how they will ride their bicycle more often within the picture description along with the hashtag **#cyclingbne**. The Pedal Pledge bike will circulate within the local areas of Kedron, Lutwyche, Enoggera, Stafford, Gordon Park, Grange, Alderley, Wooloowin, Eagle Junction, Kalinga, Wavell Heights and Toombul, and may be found at local schools, libraries, bike shops or participating sports clubs. Details of where the bike will be can be found at cyclingbrisbane.com.au. An officer of the Promoter will monitor the hashtag to ensure all eligible entries are included in the draw.

Entrants who do not have an Instagram account, or wish for their account to remain private, can enter the draw by sending a selfie with the Pedal Pledge bike, and their pledge on how they will ride their bicycle more often by email to the Promoter at cyclingbrisbane@brisbane.qld.gov.au.

1. **Eligibility:** To be eligible to enter this completion, a person must:
2. not be an employee or contracted staff of the prize providers;
3. live within the local government area of the City of Brisbane and, if requested, be able to provide evidence of such residency;
4. not be an employee, immediate family member, or contracted staff of the Promoter; and

A person may enter the competition any number of times.

1. **Competition Draw:** The winner of the Prize will be the first eligible entry randomly drawn by an officer of the Promoter on Friday 21st June 2019.The decision of that officer shall be conclusive and no correspondence will be entered into.
2. **Winner Notification**: The winner will be notified by 5:00pm AEST Tuesday 25th June 2019 by an officer of the Promoter by way of direct message through either Instagram or email, to the account used to enter the competition. Details of how to claim the prize will be provided in that message.
3. **Prize Claim:** To claim the Prize, the winner (or parent or guardian if entrant is under 18 years of age), must contact the officer of the Promoter as detailed in the Instagram direct message or email received by 5:00pm AEST Tuesday 2 July 2019. The winner will receive the Prize by mail, sent to the address provided when claiming the Prize

The Prize must be redeemed by the prize winner. In the case the prize winner is under eighteen (18) years of age, they must be accompanied by a parent or guardian to redeem the Prize.

1. **Re-Draw:** If the winner does not claim the Prize by 5:00pm AEST on Tuesday 2 July 2019, the Promoter will redraw the Prize until a contactable winner has been located and the Prize is claimed.
2. **No Liability of Promoter**: The Promoter accepts no responsibility whatsoever for late, misplaced, lost or ineligible entries. The Promoter makes no representations or warranties as to the quality, suitability or merchantability of the Prize. To the extent permitted by law, the Promoter is not liable for any loss or damage whatsoever which is suffered (including but not limited to direct or consequential loss) or for any personal injury sustained in connection with the entry into the competition or acceptance of the Prize.
3. **Privacy:** Information collected from entrants (including first name, last name, email address, contact number, postal address) and Instagram account name provided by competition entrants will only be used by the Promoter to contact the Prize winner. The Promoter’s privacy statement can be viewed online at https://www.brisbane.qld.gov.au/about-council/privacy-copyright-disclaimer.
4. **Force Majeure**: If for any reason this competition is not capable of running as planned (including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter), which corrupts or affects the administration, security, fairness, integrity or proper conduct of this competition, the Promoter reserves the right, in its sole discretion, to take any action that may be available, and to cancel, terminate, modify or suspend the competition. The Promoter reserves the right in its sole discretion to disqualify all entries from any individual who tampers with, or benefits from tampering with, the entry process which as a result corrupts or affects the administration, security, fairness, integrity or proper conduct of the competition.
5. In the case of the intervention of any outside agent or event which naturally changes the result or prevents or hinders it’s determination, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, or strikes, the Promoter may in its absolute discretion cancel the competition and recommence it from the start on the same conditions.
6. The Promoter reserves the right to modify these Terms and Conditions at any time and to cancel or amend the competition at any time without notice or further recourse to the entrants.