

Terms and Conditions - Brisbane City Council - BrisAsia Festival competition

- 1. These terms and conditions set out all of the information regarding the Brisbane City Council BrisAsia Festival 2025-2026 competition (the **Terms and Conditions**).
- 2. The promoter of this competition is Brisbane City Council ABN 72 002 765 795 acting through its City Communication branch in the Governance and Legal Services group, whose principal office is at Brisbane Square, 266 George Street, Brisbane (the **Promoter**).
- 3. Information on how to enter this competition, as contained on the Promoter's website or in other materials published by the Promoter, forms part of these Terms and Conditions. To the extent of any inconsistency or conflict, these Terms and Conditions will take precedence.
- 4. Competition entry is deemed acceptance of these Terms and Conditions.
- 5. Prize: There are twelve (12) prizes available to be won for this competition, consisting of:
 - a) two (2) \$100 vouchers for food and beverage at the Lunar New Year at Southside Restaurant on 21 February 2026;
 - b) four (4) double passes each consisting of two (2) entry tickets to ON:STAGE KPOP Showcase at Thomas Dixon Centre;
 - c) four (4) double passes each consisting of two (2) entry tickets to Hyoshi in Counterpoint at Queensland Multicultural Centre BEMAC; and
 - d) two (2) double passes each consisting of two (2) entry tickets to BrisAsia Comedy Gala at Brisbane Powerhouse,

(each a Prize, and collectively the Prizes).

6. The Prizes are not exchangeable or transferable and cannot be redeemed for cash. Any additional expenses incurred by the Prize winners, other than those outlined in these Terms and Conditions, are the responsibility of the respective Prize winners.

Each Prize is subject to the specific terms and conditions of the Prize provider (including, without limitation, to the extent the Prize is a ticket to an event, the terms and conditions applicable to that ticket and event) and the Prize winner will not be entitled to any monetary compensation (including any refund of the ticket price or otherwise) in connection with the Prize. Entrants acknowledge that the risk of delay, postponement or cancellation of an event that forms the Prize is beyond the control of the Promoter.

- 7. The Prize must be redeemed by the Prize winner. The Prize winner may not assign or otherwise transfer the benefit of the Prize to another person.
- 8. **Competition period:** This competition will open at 8:00am AEST on Monday 1 December 2025 and closes at 5:00pm AEST on Tuesday 23 December 2025. No entries submitted after this time will be eligible to win the Prize.
- 9. How to enter: Entrants must fully complete and submit the online entry form found at:

 $\underline{\text{https://www.brisbane.qld.gov.au/about-council/council-information-rates/news-publications/living-brisbane-newsletter}$

Only one entry per entrant, as identified by the name and phone number of the entrant, will be accepted, and any subsequent entries from the same entrant will be deemed invalid.

- 10. **Eligibility:** To be eligible to enter this competition, a person must:
 - a) be at least eighteen (18) years old at the time of entering the competition;
 - b) be a resident of the City of Brisbane, identified by the postcode provided on the online entry form; and
 - c) not be an employee or contracted staff of the Promoter.
- 11. **Competition draw:** The Prize winners will be the first twelve (12) eligible entries randomly drawn by an officer of the Promoter at 9:30am AEST on Monday 12 January 2026.

The corresponding Prize for each winner drawn will be the Prizes specified in clause 5 of these Terms and Conditions, as listed in descending order. For clarity:

• the two (2) Prizes listed in clause 5(a) will be awarded to the first two (2) eligible winners drawn;

- the four (4) Prizes listed in clause 5(b) will be awarded to the third (3rd) to sixth (6th) eligible winners drawn:
- the four (4) Prizes listed in clause 5(c) will be awarded to the seventh (7th) to tenth (10th) eligible winners drawn; and
- the two (2) Prizes listed in clause 5(d) will be awarded to the eleventh (11th) to twelfth (12th) eligible winners drawn.

The decision of the officer of the Promoter will be conclusive, and no correspondence will be entered into.

- 12. **Winner notification:** The winners will be notified via phone call by an officer of the Promoter by 5:00pm AEST on Thursday 15 January 2026, and in the case of any re-draw as permitted in clause 15 of these Terms and Conditions, thereafter on the subsequent Thursday to each re-draw.
- 13. **Prize claim and Prize re-draw:** The winners must claim the Prize (to the notifying officer or via return phone call) by 5:00pm AEST on Friday 16 January 2026 (the **Prize Claim Date**).
- 14. If a Prize is not claimed by the Prize Claim Date, the winner of that Prize (as originally drawn) will cease to be the winner and will not be entitled to claim the Prize.
- 15. The Promoter will be entitled to re-draw a new winner and provide a period of time for that new winner to claim the Prize. If that new winner fails to claim the Prize in the applicable period of time, that new winner will cease to be the winner and will not be entitled to claim the Prize. This re-draw process may continue to apply on any number of occasions (at the discretion of the Promoter), until such time as the Prize is claimed by a winner within the applicable period.
- 16. The Promoter, in its absolute discretion, reserves the right to not award the Prize to any entrant, including without limitation, if the Prize is not claimed by the Prize Claim Date or any subsequent period provided for a new winner to claim the Prize.
- 17. **Prize redemption**: Once a Prize winner has claimed the Prize, the Promoter will provide the Prize winner's details to the relevant event's venue to be included on a door list. The Prize winner can collect their tickets from the venue at the time of the event.
- 18. **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. Despite any other provision of these Terms and Conditions, to the maximum extent permitted by law, the Promoter is not liable for:
 - a) any loss or damage whatsoever (including but not limited to direct loss, indirect loss, economic loss, special loss or consequential loss) which is suffered or incurred by an entrant (including without limitation any Prize winner); or
 - b) without limiting paragraph (a), any personal injury or death or loss of, or damage to, property in connection with the entry into the competition or acceptance of the Prize,

howsoever such liability arises and whether arising in tort (including without limitation in negligence), for breach of contract (including without limitation under any indemnity), under statute, in equity or otherwise.

This condition is not intended to exclude any liability which cannot be excluded under Australian consumer protection laws, and where the Promoter has such liability, that liability is limited, in the discretion of the Promoter, to the resupply of the Prize or compensation equal to its value.

- 19. Privacy consent: By entering this competition, the entrant acknowledges and consents to their:
 - a) personal information being collected and stored by the Promoter for the purpose of this competition, in accordance with the Promoter's <u>privacy policy</u>; and
 - b) full name and email address being provided to the Prize provider by the Promoter for ticketing purposes if they are drawn as the Prize winner.
- 20. **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.
- 21. In the case of the intervention of any outside agent or event which naturally changes the result or prevents or hinders its 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 Terms and Conditions (with necessary amendments to key dates).

22.	Competition updates or cancellation: The Promoter reserves the right to modify these Terms and Conditions, including key dates in conditions 8, 11, 12 and 13 at any time, and to cancel or amend the competition at any time without notice or further recourse to the entrants.
23.	Disqualification: The Promoter reserves the right in its sole discretion to disqualify any or 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