

# Queensland Country Life 75<sup>th</sup> Anniversary Reader Competition

## TERMS AND CONDITIONS

### 1. INTRODUCTION

- 1.1 The following terms and conditions apply for the **Queensland Country Life 75<sup>th</sup> Anniversary Reader Competition** (the "Competition") and by submitting an Entry into this Competition, entrants warrant that they have read, understand and agree to be bound by them.
- 1.2 These terms and conditions can be collected at can be downloaded from [www.queenslandcountrylife.com.au](http://www.queenslandcountrylife.com.au) ("the website").

### 2. PROMOTER

The promoter is Rural Press Queensland **Pty Ltd** (ABN 93009662284) trading as **Queensland Country Life** (the "Promoter").

### 3. DURATION

- 3.1 Registrations will be taken from 00.01 am (Brisbane time) on Thursday, January 7, 2010] and 5pm (Brisbane) time on Friday, November 26, 2010 ("Registration Period").
- 3.2 Contesting will occur between [00.01 am (Brisbane time) on Thursday, January 7, 2010] and 5pm (Brisbane) time on Friday, November 26, 2010. The Promoter reserves the right to extend the competition period at its own discretion.

### 4. ELIGIBILITY

- 4.1 Entry is available to permanent residents of Queensland and NSW aged 18 years or over.
- 4.2 Employees, directors, management (and their immediate families) of the Promoter and their related bodies corporate are ineligible to enter. Employees and the immediate families of all associated sponsors and participating companies are also ineligible to enter.
- 4.3 Entrants warrant that they are entering this Competition in a wholly private nature and are not entering on behalf of an enterprise activity they are involved in.
- 4.4 A person is ineligible to participate in the Competition and redeem any prizes if they have won a prize valued at \$10,000 or more in any competition run by the Promoter 6 months prior to their entry in this Competition.

### 5. METHOD OF ENTRY

- 5.1 To enter:
- (a) To be eligible entrants must purchase a 2010 issue of Queensland Country Life to obtain the relevant entry form.
  - (b) Entrants must then complete the entry form in full in the manner required, including two copies of the QCL 75<sup>th</sup> anniversary masthead, and mail the fully completed original entry form in a stamped envelope and address the envelope as indicated on the entry form.
  - (c) The entry form must be an original and no copies or images will be accepted.
  - (d) Multiple entries will be accepted but each entry must contain an original entry form along with two copies of the QCL 75<sup>th</sup> anniversary masthead and must be posted as required in a separate stamped envelope.
  - (e) The Promoter accepts no responsibility for late, lost or misdirected entries. Incorrect, incomplete or incomprehensible entries will be ineligible to enter.
  - (f) Entries close 5pm, Friday, November 26, 2010.
  - (g) The overall winner will be the first entry drawn from all entries received between January 7 and November 26, 2010. The winning entry must meet all entry criteria. The draw will take place on Monday, November 29 at 12 noon in the Queensland Country Life head office at Ormiston, Queensland.
- 5.2 Inaudible, incomplete, incorrectly submitted, delayed, corrupted or incomprehensible Entries (whichever is applicable) whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise will not be eligible to win a prize and will be disqualified. The Promoter reserves the right to disqualify any Entry which in the opinion of the Promoter includes any content that may be unlawful, profane, inflammatory, defamatory and/or damaging to the goodwill or reputation of the Promoter.
- 5.3 Any person who is discovered to have used or attempted to use more than one name in entering the Competition will be disqualified from participating in the Competition and/or redeeming a prize.

- 5.4 Unless otherwise stated in these terms and conditions, no person may enter this contest more than once and persons may not enter or participate in it on behalf of any third party.
- 5.5 All entrants acknowledge that the Promoter may rely on clauses 5.3 and 5.4 even after the Promoter has awarded or appeared to have awarded the prize to a person or after a person is announced as the prize winner. The Promoter reserves its rights to require return of the prize or payment of its value to the Promoter if this occurs.
- 5.6 Should an entrant's contact details change during the Competition Period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an Entry should be directed to the Promoter.

## **6. DRAW**

- 6.1 The major prize draw will take place at 12 noon Brisbane time on Monday, November 29, 2010 at Queensland Country Life, Ormiston. The draw will be a manual random draw. The first entry drawn, provided it meets all entry criteria, will win the major prize.
- 6.2 The minor prize draws for January through until and including November 2010 will take place at 12 noon Brisbane time on the last Friday of every month at Queensland Country Life, Ormiston. The draw will be a manual random draw. The first entry drawn, provided it meets all entry criteria, will win the minor prize. Minor prize winners are also eligible to win the major prize.

## **7. PRIZE(s)**

- 7.1 All prize values are the recommended retail value as provided by the supplier, are in Australian dollars, are **inclusive of GST** and are correct at the time of printing.

- 7.2 There is one major prize to be won. The major prize will consist of the following:

- 1) Performance Feeds – Anipro Liquid Feed supplement to the value of \$7500
- 2) Metacorp – Fencing products to the value of \$7500
- 3) Heritage Seeds – Coated seed to the value of \$7500
- 4) The Southport School – 1 Polaris Ranger RZR 170
- 5) Earthquip – 1 Quintrex 193 Explorer, with a 15 horse power Yamaha 2 stroke motor, trailer, 12 months registration and full safety equipment.
- 6) Dinki Di Sheds – A shed to the value of \$7500
- 7) Elders – A merchandise package to the value of \$7500
- 8) RPM Rural Products – 1 Allrounder Hydra Squeeze Cattle Crush complete with Hydra Headlock
- 9) McCrackens - Davey 5265H 6.5Hp Twin Impeller Fire Fighter; Grundfos CH4-60PC Pressure Pump with automatic controller; Davey DV15VA Submersible Drainage Pump; Onga MiniBlaze 2.5HP All Purpose Small Capacity Fire Pump; Davey Acquasafe 25Lt Rainwater Tank Purifier; Philmac Fittings to the value of \$500; 1 Poly water tank.
- 10) Royal Flying Doctor Service - 2 x Round the world flights with Qantas to the value of \$7500. Economy class, departing Brisbane. Tickets are to be booked by 30 March, 2011, for travel in 2011.
- 11) Tourism Queensland – a 5 day Outback experience including return flights from the nearest metro airport to Mount Isa, a charter flight to Adels Grove, Lawn Hill, 3 nights accommodation, 3 dinners and 3 breakfasts at Adels Grove, a half day Tour of the World Heritage Riversleigh Fossil Fields, a Boodjamulla National Park, Lawn Hill Gorge Tour, an Outback at Isa Hard Times Mine Tour, 1 nights accommodation and dinner at Red Earth Motel, Mount Isa. This is an all inclusive itinerary for two adults, to be utilised between January 2011 and December 2011.
- 12) Rabobank – Flights, accommodation and conference registration to the 2011 Northern Territory Cattleman's Association Conference.

**Value of each prize:           \$7500 x 12**  
**Total value of prizes:       \$90,000**

- 7.2 There are 11 minor prizes to be won. Each minor prize will consist of one item to the value of approximately \$250.

**Value of each minor prize: \$250 x 11**  
**Total value of minor prizes:       \$2750**

## **8. PRIZE CONDITIONS**

- 8.1 The Promoter does not warrant the merchantability, suitability and/or fitness for purpose of any goods and/or services awarded as a prize.
- 8.2 No other costs will be included and all expenses (including but not limited to the costs of transport to and from a prize venue and meals), other than those specifically referred to above, will be at each winner's and (if applicable) their accompanying guest's cost.

- 8.3 All prizes are subject to availability, non transferable and non exchangeable, must be used on any dates specified in these terms and conditions, by the Promoter and/or the prize provider and are not redeemable for cash unless cash is specified. Specifically, prizes may not be valid during school holidays or other peak times designated by the prize supplier.
- 8.4 If a prize winner does not take any element of a prize at the time stipulated by the Promoter then that element of the prize will be forfeited by the winner and cash will not be awarded in lieu of that prize or any part of it.
- 8.5 It will be each winner's and (if applicable) their accompanying guest's responsibility to take out all relevant insurance (including but not limited to travel insurance) which may be required or prudent to be taken (at their own cost).

## **9. NOTIFICATION**

All prize winner(s) will be notified at the time of winning by telephone and then by post.

## **10. PRIZE COLLECTION**

- 10.1 Prize winners will be required to collect their prize from the prize donors. Queensland Country Life will provide the major prize winner with the relevant contact details. The Promoter reserves the right to request winners to provide proof of identity, proof of residency and/or proof of Entry validity (for example, a phone bill or store receipt for purchase requirement) in order to claim a prize. Proof of identity, residency and/or entry validity considered suitable for verification is at the Promoter's discretion. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
- 10.2 All prize winners must sign these terms and conditions in a form prescribed by the Promoter in order to receive their prize.
- 10.3 Entrants proposing to redeem prizes involving or participate in the Competition where it involves, travel, stunts or challenges may at the absolute discretion of the Promoter first be required to:
- submit to a medical examination by a medical practitioner approved by the Promoter and obtain relevant medical clearance to participate in the Competition and/or redeem the prize; and/or
  - execute a Deed of Release and Indemnity in a form prescribed by the Promoter in order to participate further in the Competition and/or redeem the prize.

## **11. PRIZE AVAILABILITY**

- 11.1 The Promoter will not be responsible or liable if for any reason beyond their reasonable control any element of any prize is not provided or becomes unavailable for any reason.
- 11.2 The Promoter may, subject to State regulations, substitute a different prize of equivalent value in place of any prize referred to in these terms and conditions.
- 11.3 In the event for any reason a winner does not take an element of a prize at the time stipulated by the Promoter then that element of the prize will be forfeited by the winner and cash will not be supplied in lieu of that element of the prize. The Promoter accepts no responsibility for any variation in prize value.
- 11.4 The Promoter will not be responsible for any changes in times or dates, or cancellations or rescheduling of events that may prevent the prize winner from redeeming the prize or any part of it.

## **12. TAXES**

Any tax payable as a result of a prize being awarded or received will be the responsibility of the winner. Winners should seek independent financial advice prior to accepting a prize if this is a concern.

## **13. UNCLAIMED PRIZES**

Prizes unclaimed after a period of three (3) months will be forfeited subject to State regulations.

## **14. PUBLICITY MATERIALS**

- 14.1 It is a condition of entry that the Promoter has the right to publicise the names, characters, likenesses or voices of any entrants for any promotion or matter incidental to the Competition.
- 14.2 Entrants consent to their Entry being read out on air and/or to their telephone and other conversations with the Promoter being broadcast on air.
- 14.3 Entrants may be required by the Promoter to participate in photo, recording, video and/or film session(s) (the "publicity materials") and acknowledge that the Promoter has the right to use such publicity materials in any medium (including, without limitation, the internet) and in any reasonable manner it sees fit, unless that person advises the Promoter at the time of entering the Competition that he/she wishes to retain his/her anonymity.
- 14.4 Entrants also acknowledge that the publicity materials may be provided to the prize provider for the purposes of promotional display.

**15. COPYRIGHT**

By entering this Competition all entrants:

assign to the Promoter all rights including present and future copyright in their Entry and the publicity materials in all media (including, without limitation, the internet) and whether in existence now or created in the future;

agree not to assert any moral rights in respect of their Entry and the publicity materials (wherever and whenever such rights are recognised) against the Promoter, its assigns, licensees and successors in title; and

undertake to the Promoter that their Entry is not in breach of any third party intellectual property rights.

**16. RELEASE AND INDEMNITY**

To the extent permitted by law, all entrants release from, and indemnify the Promoter against all liability, cost, loss (including, without limitation, indirect, special or consequential loss or loss of profits) or expense arising out of acceptance of any prize(s) or participation in the Competition including (but not limited to) loss of income, loss of opportunity, personal injury or death or damage to property, whether direct or consequential, foreseeable, due to some negligent act or omission or otherwise, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).

**17. TAMPERING AND OTHER MATTERS**

17.1 If for any reason this Competition is not capable of running as planned as a result of any (including but not limited to) technical failures, unauthorised intervention, computer virus, mobile network failure, tampering, fraud 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 (subject to State regulations) to disqualify any individual who (whether directly or indirectly) causes the same and/or to cancel, terminate, modify or suspend the Competition, subject to the approval of the gaming authorities in each state and territory, where required.

17.2 The Promoter accepts no responsibility for any late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries including but not limited to electronic messages not received by the Promoter due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure, technical disruptions, network congestion or any other reason. The Promoter has no control over mobile telephone communications, networks or lines and accept no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred.

17.3 The use of any computer automated entry software or any other mechanical or electronic means that permits any person to enter the Competition repeatedly is prohibited.

**18. LINE DROP OUT AND INABILITY TO CONTACT**

18.1 If in the course of a telephone call related to participation or entry in the Competition, the telephone line drops out or breaks up the Promoter may proceed to another caller. In such event, the Promoter will not be responsible for the awarding of any prize to the caller whose line dropped out or broke up.

18.2 If an entrant or winner is not successfully contacted in a telephone call or attempted telephone call by the Promoter related to participation or entry in the Competition (including where a third party answers the telephone on the contestant or winner's behalf) that person will be disqualified and a replacement contestant or winner (whichever is applicable) will be selected by the Promoter.

**19. LEAVE FOR PARTICIPATION**

Obtaining time off work and/or study or related activities to participate in the Competition and/or a prize will be the sole and absolute responsibility of each contestant.

**20. EXCLUSION OF PARTICIPANTS**

The Promoter reserves the right to exclude any person from participating in the Competition or a prize for any reason, including but not limited to, that person's medical condition or history, the preservation of the safety of the Promoter's staff members or any other person or because the Promoter deems that the behaviour of a person may bring the Promoter's brand into disrepute.

**21. TERMINATION OF COMPETITION**

The Promoter may (subject to State Regulations), vary the terms of or terminate this Competition at any time at its absolute discretion without liability to any entrant or other person. The Promoter will not award the prize if the Competition is terminated.

## **22. DECISIONS FINAL**

All decisions and actions of the Promoter relating to the Competition and/or redemption of the prizes are exercised according to its absolute discretion and are final. No discussions or correspondence with entrants or any other person will be entered into.

## **24. FAILURE TO ENFORCE TERMS AND CONDITIONS**

A failure by the Promoter to enforce any one of these terms and conditions in any instance(s) will not give rise to any claim or right of action by any other person or contestant.

## **25. PERSONAL INFORMATION AND PRIVACY**

All entries and any copyright subsisting in the entries become and remain the property of the Promoter. The Promoter collects personal information about entrants to include entrants in the promotion and where appropriate award prizes. If the personal information requested is not provided, the entrant may not participate in the promotion. By participating in the promotion, each entrant also acknowledges that a further primary purpose for collection of entrants personal information by the Promoter is to enable the Promoter and competition partners to use the information to assist the Promoter and its partners, in improving goods and services and to contact entrants in the future with information on special offers or provide entrants with marketing materials via any medium including mail, telephone and commercial electronic messages (SMS (Short Message Service), MMS (Multimedia Message Service), IM (Instant Messaging) and email) or any other form of electronic, emerging, digital or conventional communications channel whether existing now or in the future. The Promoter may share information with its Australian and overseas related companies and promotional partners who may contact entrants with special offers in this way. By entering the promotion, each entrant agrees that the Promoter may use entrants personal information in this manner. Each entrant also agrees that the Promoter may publish or cause to be published the winners name and locality in any media as required under the relevant lottery legislation. All personal information will be stored at the office of the Promoter.

## **26. OVERSEAS TRIP PRIZES**

- 26.1 The prize does not include airport departure or government taxes or travel insurance, which must be paid by the winner and their accompanying traveller (where applicable).
- 26.2 Where the prize involves overseas travel, the winner and their accompanying traveller (if applicable) must have and maintain valid passports endorsed with all relevant visas and with expiry dates no less than six (6) months following the proposed dates of travel. These passports, and their holders, must not be subject to any restrictions on their rights to travel to and from the applicable country or countries.
- 26.3 It is the responsibility of the winner and their accompanying traveller (if applicable) to check any travel advisories issued by the Australian Department of Foreign Affairs and Trade and determine whether or not they will redeem the prize.
- 26.4 Where a prize involves overseas travel, the Promoter will not be responsible for any loss or damage suffered by any contestant and/or their accompanying traveller (if applicable) arising out of a failure by the contestant and/or their accompanying traveller to follow any travel advisories issued by the Australian Department of Foreign Affairs and Trade.
- 26.5 Where travel or other warnings apply to a country and/or countries the subject of a prize the Promoter will not be liable or responsible for any loss or damage suffered by a prize winner or their accompanying traveller should any prize winner or their accompanying traveller not redeem a prize as a result of any such warning or advisory. For the avoidance of doubt, nothing in these Terms and Conditions requires the Promoter to substitute a different prize or prize of equivalent value should a travel warning or advisory apply to a country and/or countries the subject of a prize and a prize winner and/or their accompanying traveller do not redeem their prize as a result.