

Terms & Conditions

Competition: Tell us your tree story, Hobart

- 1. The Hobart City Council, 50 Macquarie Street, Hobart Tasmania 7000 ABN 39 055 343 428 is the Promoter ("the Promoter").
- 2. Entry into the competition is deemed acceptance of these conditions of entry.
- 3. Employees of the City of Hobart and their immediate families are ineligible to enter this competition.
- 4. Only residents of Hobart Local Government Area in Australia are eligible to enter this competition.
- 5. Delivery of the tree is restricted to an address within the Hobart Local Government Area,
- 6. The competition starts on 19 July 2022 at 4 pm (EST) and closes 31 July 2022 at 11 pm.
- 7. The competition can only be entered by submitting an entry via the digital entry form on the City of Hobart website. To enter the competition, participants must write in 150 words or less about a particular tree in the municipality of Hobart that stole their heart. Drawings and photos can also be submitted as part of the entry.
- 8. Two staff members from the City of Hobart will judge the entries. One from the arboriculture and nursery, the second with expertise in story writing.
- 9. The winner will need to visit the City of Hobart nursery in Mornington during business hours to pick out their prize, a mature tree valued at more than \$200. Delivery of the tree within the municipality of Hobart is part of the prize.
- 10. The winner must have the permission of the land owner to plant the tree.
- 11. Entries will be deemed to be accepted at the time they are posted via the City of Hobart website entry form. No responsibility will be taken for lost, late or misdirected entries.
- 12. The winner's names will be published on the City of Hobart Facebook page and possibly other social media channels, as will a photo of the winner with their prize and/or the tree that forms the focus of their entry.
- 13. The winner will be contacted by phone and/or email within one day of the winner being decided. To enter the competition the winner will have needed to provide a valid email address and phone number as part of their entry. The promoter reserves the right to review the prize if the winner has not provided a valid email address or phone number.
- 14. In the event that for any reason whatsoever a winner does not take an element of the prize at the time stipulated by the Promoter then that element of the prize will be forfeited by the winner.
- 15. No responsibility will be held for loss or damage to goods. All prizes must be taken as offered and no exchange is available.
- 16. Prizes are not redeemable for cash and are not transferable to any other person.

- 17. If any prize (or part of a prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
- 18. The Promoter will take the necessary steps to ensure that any personal information provided by entrants in this competition remains confidential and is only used for the purposes of this competition. City of Hobart will not sell, trade or make available your personal information to others.
- 19. All entries become the property of the Promoter. The Promoter collects personal information about you to enable you to participate in this promotion but no further use of this information will be made.
- 20. The Promoter's decision in relation to any aspects of the competition is final and binding on every person who enters and no correspondence will be entered into.
- 21. The Promoter shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prize/s except for any liability which cannot be excluded by law. The Promoter will not be responsible for any incorrect, inaccurate or incomplete information communicated in the course of or in connection with this promotion if the deficiency is occasioned by any cause outside the reasonable control of the Promoter including without limitation technical malfunctions or failures.
- 22. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
- 23. The Promotor releases Facebook from any liability in relation to this competition. This promotion is not sponsored, endorsed or administered by Facebook.
- 24. If for any reason this promotion is not capable of running as planned, due to any causes beyond the control of the Promoter, including where an individual tampers with the entry process which affect the administration security, fairness or integrity or proper conduct of this promotion, the Promoter reserves the right to cancel the competition and not award a competition winner.
- 25. The Promoter reserves the right in its sole discretion to disqualify any entry in the competition.
- 26. 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, natural disasters, acts of God, civil unrest, strikes; the Promoter may in its absolute discretion cancel the event and recommence it from the start on the same conditions.
- 27. The Promoter takes no responsibility for the condition of items supplied by various businesses as prizes for the competition.