

## Terms and Conditions

### Sustainable Living Pop Up Giveaway Competition

1. These terms and conditions set out all of the information regarding the Sustainable Living Pop Up Giveaway Competition (the **Terms and Conditions**).
2. The promoter of this competition is Brisbane Sustainability Agency ABN 28 099 480 010 of Level 20, 307 Queen St, Brisbane Qld 4000. Telephone number 07 3007 7000 (the **Promoter**).
3. Information on how to enter this competition forms part of these Terms and Conditions.
4. Competition entry is deemed acceptance of these Terms and Conditions.
5. **Prize:** There is one (1) prize available to be won for this competition. The Prize is a 'Sustainable Living Home Starter Pack', which is valued at up to \$500 (including delivery costs as per clause 20) and includes:
  - a. 2 x HPM General Purpose 4 Outlet Switched Power board valued at \$37
  - b. 1 x Greendew Tumbling Composter Black 160L Capacity valued at \$109
  - c. 2 x ROK Fan Tower with Remote 960mm valued at \$170
  - d. 2 x HPM 24hr Analog Timer With Offset Double Pole valued at \$16.60
  - e. 1 x Cookingstuff Shower Timer Waterproof Kitchen Timer Magnetic Backing Countdown Timer valued at \$16.31
  - f. A home hardware gift voucher valued at \$100(together the **Prize**)
6. A Prize is not exchangeable or transferable and cannot be redeemed for cash. Any additional expenses incurred by the Prize winners are the responsibility of the Prize winners.
7. Unless otherwise expressly stated, the Prize value is based upon the recommended retail prices at the time of first publication of these Terms and Conditions. The Promoter accepts no responsibility for change in the Prize value between now and the Prize redemption date.
8. The Prize must be redeemed by the Prize winner.
9. **Competition period:** This competition will open on Saturday 21 February 2026 at 8:00am and close on Tuesday 31 March 2026 5:00pm AEST. No entries submitted after this time will be eligible to win a Prize.
10. **How to enter:** Entrants may enter the Competition by either:
  - a. scanning the QR code at one of the Brisbane City Council face-to-face Native Plant Pop up events from February – March 2026 and registering their details including full name, post code, telephone number and e-mail address and completing the Brisbane Carbon Challenge Calculator once received via email from the promoter to complete their entry.
  - b. completing the paper form in person, at one of the Brisbane City Council face-to-face Native Plant Pop up events from February – March 2026, and completing the Brisbane Carbon Challenge Calculator once received via email from the promoter to complete their entry.
11. Only one entry per entrant, as identified by the name, email address and phone number of the entrant, will be accepted, and any subsequent entries from the same entrant will be deemed invalid.
12. **Eligibility:** To be eligible to enter this competition, a person must:
  - a. be at least eighteen 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, contracted staff or immediate family member of the Promoter, Brisbane City Council, or any of Brisbane City Council's subsidiaries.
13. **Competition draw:** The winners of the competition will be the first eligible entry randomly drawn by an officer of the Promoter at 10:00am AEST on Wednesday 1 April, 2026. The decision of that officer will be conclusive, and no correspondence will be entered into.
14. **Winner notification:** The winners will be notified via phone call or email, by an officer of the Promoter by 5:00pm AEST on Wednesday 1 April, 2026.

15. **Prize claim and Prize re-draw:** The winners must claim the Prize via return email or phone call by 5:00pm AEST on Thursday 30 April, 2026 (the Prize Claim Date).
16. 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.
17. 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.
18. The winner's name will be published on [sustainablebrisbane.com.au](http://sustainablebrisbane.com.au) on Thursday April 9, 2026, and may be displayed on Brisbane Sustainability Agency's social media channels.
19. 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.
20. **Prize redemption:** The Prize will be delivered, at the Promoter's cost, to the winner's nominated address within the City of Brisbane, by post or can be collected by the winner at Level 20, 307 Queen Street, Brisbane, QLD 4000.  
The Promoter will make all reasonable efforts to deliver Prize to the addresses provided by winner. The Promoter and its associated agencies and companies will not be liable for any damage to or delay in transit of the Prize where it is being delivered to the address of the winner.
21. **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, Brisbane City Council, or any of Brisbane City Council's subsidiaries, are 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.
22. Items included in the Prize pack may carry safety requirements. The winner is solely responsible for reading, understanding, and following all relevant guidelines. The Promoter, Brisbane City Council, or any of Brisbane City Council's subsidiaries, accepts no liability for how these items are used, misused, or the consequences thereof.
23. **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; and
  - b. personal information being shared by the Promoter with Brisbane City Council, to use in the administration of this Competition; and
  - c. personal information, being the winner's full name, being displayed for promotional purposes on [sustainablebrisbane.com.au](http://sustainablebrisbane.com.au), on Brisbane Sustainability Agency's social media channels, and may be displayed on Brisbane City Council's website and social media channels.
24. All information provided to Brisbane Sustainability Agency in accordance with these Terms and Conditions will be handled in accordance with the Brisbane Sustainability Agency Privacy Policy <https://www.sustainablebrisbane.com.au/privacy/>

25. **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.
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, power failures, tempests, natural disasters, acts of God, civil unrest, strikes, the Promoter may in its absolute discretion cancel the competition and recommence it from the start on the same Terms and Conditions.
27. **Competition updates or cancellation:** The Promoter reserves the right to modify these Terms and Conditions, including key dates in conditions 9, 12, 13 and 14 at any time, and to cancel or amend the competition at any time without notice or further recourse to the entrants.
28. **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.