

2025 Experience Nature 'Agents of Discovery' Competition Terms and Conditions

Please read these terms and conditions carefully prior to registering to enter the 2025 Experience Nature 'Agents of Discovery' Competition.

By entering the 2025 Experience Nature 'Agents of Discovery' Competition you are taken to have read, understood and agreed to the following terms and conditions ("the Terms"):

1. The Competition
 - 1.1 The Promoter of the 2025 Experience Nature 'Agents of Discovery' Competition (the Competition) is Ipswich City Council (council) of 1 Nicholas Street, Ipswich, Queensland, 4305.

2. General
 - 2.1 Entry into the Competition is deemed acceptance of these Terms.
 - 2.2 If there is any inconsistency between these Terms and anything else that refers to this Competition, these Terms will prevail.
 - 2.3 By entering the Competition, entrants agree to follow any conditions of entry set by Council. Each entrant is responsible for ensuring that they are aware of and comply with all conditions of entry related to the Competition.
 - 2.4 Council reserves the right to vary these Terms, or suspend, terminate or cancel the Competition at any time and in its sole and absolute discretion.
 - 2.5 Following any variation of these Terms, the Council may re-upload the updated Terms to its website. All entrants are required to check the website regularly and accordingly, once updated Terms are uploaded to Council's website, all entrants are required to comply with the altered Terms.
 - 2.6 All decisions made by Council throughout the Competition are final and binding and no correspondence will be entered into.
 - 2.7 To be eligible, all Entrants must fulfil the requirements set out below.
 - 2.8 Entry into the Competition is free.

3. Competition Date
 - 3.1 The Competition is held from Saturday 1 March to Saturday 31 May 2025 inclusive.

4. Definitions

Definitions in these Terms and Conditions, the following Terms will have the corresponding meaning:

Activity means any undertaking by an entrant to the Competition in order to complete the tasks as part of the Competition.

Adjudicator means the person responsible for overseeing the random draw winners of this competition and will be a representative from Council.

App means the phone or tablet-based application from Agents of Discovery that is required to enter the competition.

Chief Executive Officer means the chief executive officer of Council or a person acting in that position.

Competition means the 2025 Experience Nature 'Agents of Discovery' Competition being held from Saturday 1 March to Saturday 31 May 2025 inclusive in the Ipswich City Council Local Government Area.

Council means Ipswich City Council.

Entrant means a person who has undertaken an activity as part of the Competition.

Prize means the awarded goods or vouchers issued for the categories outlined. The nature of these prizes is entirely up to the Adjudicator's discretion.

Promoter means the entity who will lead the promotions of the competition.

Third Party Provider means a party which operates or controls an Activity, or part of an Activity, that is not Council.

Venue means the Council conservation estates and reserves where the Competition is being held during the Competition period. The venues are within the Ipswich Local Government Area.

You/Your means the person registering and on behalf of other adult/s, and/or child/children (under 18) participating in the activity.

5. Eligibility Criteria

5.1 Subject to clause 5.4, the Competition is open to all ages as at the time of the competition.

5.2 All entrants under 18 years of age must have parental permission before entering the Competition. By permitting a minor to enter the Competition, a parent or guardian is accepting these Terms and Conditions and is responsible for compliance with them.

5.3 Entrants are to follow the instructions for the Competition as provided by the Third Party Provider and Council.

5.4 The following people are ineligible to enter the Competition:

- a. all employees of council
- b. any person involved in planning the Competition; and
- c. any person who may be considered to have an advantage in the Competition as a result of clause 5.4 (a) or (b).

6. Entry to the Competition

6.1 Entry is via the Agents of Discovery app available free at Google Play, Android and the Apple app stores.

6.2 In addition to the requirements set out above in clauses 5.1 – 5.4, to enter the Competition and be eligible to win a prize the entrant must:

- a. Attend a venue where the Agents of Discovery Competition is held, being:
 - Haig Street Quarry Conservation Reserve, Haig Street, Brassall from Saturday 1 March to Monday 31 March inclusive;
 - White Rock – Spring Mountain Conservation Estate, School Road, Redbank Plains from Tuesday 1 April to Wednesday 30 April inclusive; or
 - Denmark Hill Conservation Reserve, Quarry Street, Ipswich from Thursday 1 May to Saturday 31 May inclusive.
- b. Use the Agents of Discovery app to complete the Mission at that venue.
- c. Submit a Competition entry via the link available at the completion of the Mission.

6.3 Entry into the Competition will be from 12.01am AEST Saturday 1 March to 11.59pm AEST Saturday 31 May 2025.

6.4 Entries received outside the above timeframes will not be accepted.

6.5 The Adjudicator reserves the right to disqualify any Entrant who tampers with the entry process or any other aspect of this Competition, including but not limited to clause 12.

6.6 One entry is allowed per entrant per day. There is no limit to the number of entries per person during the Competition period.

6.7 The Promoter is not responsible for any costs arising from entry into the Competition, including but not limited to: costs to access internet or phone providers, equipment costs and so on.

6.8 Council reserves the right to change the venue where the Agents of Discovery Competition is being held, and how any change of venue is notified will be in the sole discretion of Council (an example of how the change of venue notification could be made includes notification via Council's Experience Nature webpage).

7. Entry Rules

7.1 Entry to the Competition is open to individuals. Companies and organisations are ineligible for entry to the Competition.

7.2 Entrants must obey all signage and directions at the venues.

7.3 If, as part of any challenge that the Entrant completes as part of the competition, intellectual property is created by the Entrant, the Entrant warrants that:

- a. the entry is their own creation; and
- b. the entry is attributable only to the Entrant;
- c. the entry and the acts of the Promoter in relation to the entry do not infringe upon the copyright, intellectual property rights, or Moral rights of any person;
- d. they have the right to grant the rights under this clause and clause 7.4 below

7.4 If, as part of any challenge that the Entrant completes as part of the competition, intellectual property is created by the Entrant, Entrants agree that, by entering the Competition, they authorise and grant the Promoter a non-exclusive and non-transferable licence to exercise intellectual property rights in the Entry (which may include, but is not necessarily limited to the use, modification, reproduction and/or exhibition of Entries) for the purpose of advertising and promoting the Competition and/or other Ipswich City Council documents, activities, programs, and/or events (including but not limited to being exhibited or reproduced in any medium). The Promoter is not required to pay a fee to exercise any intellectual property rights.

8. Assumption of Risk

8.1 You acknowledge that the Competition task(s) You choose to undertake may be dangerous and may result in Your injury or death or damage to or loss of Your personal property.

8.2 You fully and willingly accept and assume all risks that may arise out of or result from Your participation in the Activity.

9. Medical Advice

9.1 Before undertaking the Activity, You must seek independent medical advice to determine whether You have any health-related issues which might cause You to not undertake the Activity.

9.2 You accept that Council is not able to provide You with the advice referred to in clause 9.1 and that Council will assume that You have received and acted upon the advice referred to in clause 9.1 before agreeing to these Terms and Conditions.

10. Third Party Providers

10.1 You acknowledge that some Activities are operated and controlled by Third Parties.

10.2 You acknowledge Third Parties may require you to agree to separate Terms and Conditions for participation in the Activity (which may or may not include terms and conditions around the Third Party Provider's collection of your personal information).

10.3 You agree that you will obey and will comply with all rules and directions made or given by the Third Party Provider in connection with the Competition. If you fail to comply with the Third Party Provider's rules and/or directions, you will not be eligible for the Competition.

11. Insurance

11.1 You acknowledge that You have the opportunity to obtain personal accident and life insurance prior to undertaking the Activity and agreeing to these Terms and Conditions.

12. Payment for Damages

12.1 You agree to reimburse Council for the amount it would cost to replace anything belonging to Council which You damage in the course of the Activity, including but not limited to any damage caused to the environmental and conservation values of the reserves upon which the Competition is taking place.

13. Waiver

13.1 You agree to waive, to the extent permitted by law, any right to claim which You, Your insurer or any other person may have or which may arise in the future against Council, its officers, employees, agents, suppliers, contractors, volunteers and insurers in relation to You undertaking the Activity.

14. Indemnity & Release

14.1 To the fullest extent permitted by law, You agree to release and indemnify and keep indemnified the Council, its officers, employees, agents, suppliers, contractors, volunteers and insurers against all liability for death of or injury to You or loss of or damage to Your property and all actions, claims, demands, losses, damages, costs and expenses whatsoever arising in any way associated with You undertaking the Activity.

14.2 The indemnity and release referred to in Clause 14.1 applies whether or not the injury, death, loss or damage arose as a result of anything You are authorised or obliged to do by Council or anything to which the Council has consented to or approved.

15. Media Consent and Privacy

15.1 You give consent to Council to make and/or retain an image or images of You or an individual for whom You have authorised decision-making responsibility and You authorise Council's use or reproduction of such images for the purposes of publishing materials related to the activities, programs and services of the Council without acknowledgement and without being entitled to remuneration or compensation.

15.2 Information, including images, regarding winning entries can be published through council digital and hardcopy promotion channels including (but not limited to) media releases to third-party media outlets and Environment Matters magazine and e-newsletter.

15.3 Council is collecting your personal information for the purposes of conducting the Competition. We will not disclose your personal information outside of Council unless we are required to do so by law or you have given your consent. However, to enable the Promoter to administer, judge and promote the Competition your personal information may be recorded and/or disclosed; for instance your name may be disclosed in a publication or at an event for the purpose of giving notice of Competition winners/entrants. By providing your personal details via the Competition link in the Agents of Discovery app, we will consider that you have given the Promoter your consent to manage your personal information in the manner described in Council's Privacy Statement, Personal Information Digest and this Collection Notice:

https://www.ipswich.qld.gov.au/about_council/media/corporate_publications/personal_information_digest

16. Winner selection

16.1 Winners of the Competition will be chosen through a random draw process overseen by an Adjudicator. The winner of the random draw prizes will be selected at random using a digital random number generator. One winner will be selected from eligible entries for each category:

Category 1: Weekly random draws – minor prizes

A random draw will be conducted each Thursday during the Competition period with the eligible entries from the preceding 7 days (or part thereof).

- Thursday 6 March: entries from Saturday 1 March to Wednesday 5 March inclusive. (Note: the Competition starts on the Saturday)
- Thursday 13 March: entries from Thursday 6 March to Wednesday 12 March inclusive.
- Thursday 20 March: entries from Thursday 13 March to Wednesday 19 March inclusive
- Thursday 27 March: entries from Thursday 20 March to Wednesday 26 March inclusive.
- Thursday 3 April: entries from Thursday 27 March to Wednesday 2 April inclusive.
- Thursday 10 April: entries from Thursday 3 April to Wednesday 9 April inclusive.
- Thursday 17 April: entries from Thursday 10 April to Wednesday 16 April inclusive.
- Thursday 24 April: entries from Thursday 17 April to Wednesday 23 April inclusive.
- Thursday 1 May: entries from Thursday 24 April to Wednesday 30 April inclusive.
- Thursday 8 May: entries from Thursday 1 May to Wednesday 7 May inclusive.
- Thursday 15 May: entries from Thursday 8 May to Wednesday 14 May inclusive.
- Thursday 22 May: entries from Thursday 15 May to Wednesday 21 May inclusive.
- Thursday 29 May: entries from Thursday 22 May to Wednesday 28 May inclusive.
- Thursday 5 June: entries from Thursday 29 May to Saturday 31 May inclusive (Note: the Competition period ends on Saturday 31 May).

If there are not eligible entries, Council reserves the right to offer no random draw prize for that weekly random draw or to offer an additional prize in a later random draw.

Category 2: Monthly random draws – major prize

A random draw will be conducted on the first Thursday following the end of a calendar month during the Competition period with the eligible entries from the calendar month.

- Thursday 3 April: entries from Saturday 1 March to Monday 31 March inclusive.
- Thursday 1 May: entries from Tuesday 1 April to Wednesday 30 April inclusive.
- Thursday 5 June: entries from Thursday 1 May to Saturday 31 May inclusive.

If there are not eligible entries, Council reserves the right to offer no random draw prize for that monthly random draw or to offer an additional prize in a later random draw.

16.2 You must provide Your name and a valid contact phone number, email address and home address in the form accessible in the Agents of Discovery app once the challenges are complete to be eligible for selection.

16.3 The winners will be notified via phone and/or email.

17. Prizes on offer

17.1 Prizes for each of the 2 random draw categories listed above comprise of goods, services, vouchers or items up to the dollar value specified in the table below:

Category	Prize (up to the dollar value of)
Minor prizes	
Random draw 1 (6 March)	100
Random draw 2 (13 March)	100
Random draw 3 (20 March)	100
Random draw 4 (27 March)	100
Random draw 5 (3 April)	100
Random draw 6 (10 April)	100
Random draw 7 (17 April)	100
Random draw 8 (24 April)	100
Random draw 9 (1 May)	100
Random draw 10 (8 May)	100
Random draw 11 (15 May)	100
Random draw 12 (22 May)	100
Random draw 13 (29 May)	100
Random draw 14 (5 June)	100
Major prizes	
Random draw 1 (3 April)	300
Random draw 2 (1 May)	300
Random draw 3 (5 June)	300
TOTAL	2,300

17.2 The exact nature and composition of the Prize awarded for each of the categories will be determined at the sole discretion of Council and entrants agree not to object to the exact nature and composition of the prize awarded (including but not limited to the dollar value of the prize awarded) if they are selected as a winner.

17.3 Prizes will be available for collection at the Queens Park Environmental Education Centre during regular opening hours, or upon arrangement from the Ipswich City Council administration building at 1 Nicholas Street, Ipswich Central.

17.4 If a winner is unable to collect a Prize two weeks after being contacted by email without prior arrangement with Council, they will forfeit the Prize in its entirety.

17.5 If a Prize is unavailable for whatever reason, Council reserves the right to substitute the Prize for a prize of equal or greater value, subject to State Regulation. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.

17.6 Prizes are not transferable, exchangeable or redeemable for cash or other services.

17.7 All decisions regarding Prize draws are final, and no correspondence will be entered into.

18. Jurisdiction

18.1 These Terms and Conditions shall be governed, constructed and interpreted in accordance with the laws in force in the State of Queensland.

19. Survival

19.1 Any of these Terms and Conditions which are capable of having effect after the completion of the Activity (including provisions relating to indemnities and waivers) must remain in full force and effect following the completion, expiration, termination or cancellation of the Activity.

20. Reading Down

20.1 To the extent that any of these Terms and Conditions is held to be illegal, invalid or unenforceable; it must be read down to the extent that all other Terms and Conditions remain enforceable at law.

21. Dispute Resolution

21.1 You agree that any dispute arising between You and Council in relation to these Terms and Conditions will be dealt with as follows:

a) You will notify Council in writing of the nature of the dispute.

b) You and Council will attempt to resolve the dispute via negotiation in good faith.

c) If no resolution is reached via negotiation within seven (7) days of the service of the written notice (or such extended time as the parties may agree in writing before the expiration of the seven (7) days) the dispute must be resolved by a decision of the Chief Executive Officer.

d) The decision of the Chief Executive Officer will be binding on both You and Council.

e) The decision of the Chief Executive Officer will be given to You in writing.

f) At all times during the dispute resolution process, the Chief Executive Officer must act in accordance with the principles of natural justice and fairness.