

CONDITIONS OF AUCTION – Redland City Council

View Redland City Council's news site to participate in the auction:

<http://news.redland.qld.gov.au/citysliderauction>

1. Information on 'party packs' and how to bid form part of these terms and conditions.
2. The Auction is being facilitated by Redland City Council (**Council**) on behalf of the charities listed in Clause 10.
3. The Auction commences at 12pm on Tuesday 06 October 2015. All bids must be received on Council's news site, via email (events@redland.qld.gov.au) or by calling 3829 8288 by 10am on Thursday 15 October. All bids will be displayed on the Council's news site (<http://news.redland.qld.gov.au/citysliderauction>). Late or misdirected bids will NOT be accepted. Council has discretion to refuse to accept a bid from any person.
4. A Bid placed at Auction, either online, by email, or by phone, is an offer to purchase. Once a bid has been accepted by Council there is a binding contract between the bidder and Council to purchase the item at the final bid amount.
5. Bidders must be at least 18 years of age. Employees of the Council or of its related companies and agencies associated with the promotion and the immediate families of such employees are not eligible to bid.
6. Each bidder warrants that all details provided in their bid are true and correct and that they commit to pledge their highest maximum bid to either of the two nominated charities listed in Clause 10. Each bidder agrees to indemnify the Council in relation to any loss or damage resulting from any breach of this warranty.
7. Each bidder agrees that Council may use their name(s) and image (s) for publicity purposes and these details may be passed on to journalists and media for promotional use.
8. The Prizes being auctioned are two (2) 'party packs' each consisting of 20 tickets to the City Slider waterslide event to be held at Ney Road, Capalaba on Saturday 17 October 2015. The maximum total value of each Prize is \$700. The Prize excludes any transport or accommodation costs associated with the Auction winner travelling to/from the event.
9. The Auction Winners will be the two highest bidders as at 10am Thursday 15 October 2015. The Winners will be contacted via the email address and phone number provided during the bidding process. The Winners' name/s may also be announced on the Council's social media channels on Thursday 15 October 2015. Council accepts no liability in the event that the winner is unable to be contacted.
10. The Winners must pay the full purchase price directly to either of the following charities by 12pm Friday 16 October 2015:
 - a. The Redland Foundation; or
 - b. Catholic Mission.
11. Once payment has been made to the relevant charity the winner must notify Council by calling 07 3829 8288 or emailing events@redland.qld.gov.au to confirm payment and ticket pick up details. Council is not responsible for the processing of any

payment and this transaction will occur directly between the charity and winning bidder. Should the winner fail to make the required payment within the specified timeframe Council has discretion to redistribute the tickets.

12. If either of the Winners cannot be contacted by 3pm on 15 October 2015 Council may at its discretion declare that the next highest bidder is the Winner. If the Prize remains unclaimed by 4pm Friday 16 October 2015, Council reserves the right to return the prize to the event organisers, being the Events People Australia Pty Ltd.
13. The Prizes are not transferable and cannot be exchanged or redeemed for cash.
14. To the extent permitted by law, Council, its contractors, employees and agents, shall not be liable for any claims, losses, damages, injuries, costs and expenses suffered sustained or incurred (including but not limited to indirect or consequential loss) as a result of, arising out of or in any way connected with the Auction and/or its prizes.
15. Tickets won as part of this Auction are subject to the *Waiver, Indemnity and Terms of Entry* (<http://thecityslider.com.au/wp-content/uploads/2014/11/Waiver-Indemnity-terms-of-entry.pdf>) in the same manner as if the tickets had been purchased directly from the event organiser. Tax implications may arise from the receipt or use of the won items. Independent financial advice should be sought.
16. Council is not responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission, theft or destruction or unauthorised access to or alteration of a bid or any problem or malfunction or congestion of any web-site, telephone network or lines, computer online systems, servers or service providers, computer equipment, software, or any combination of these, including any injury or damage to participant's or any other person's computer arising from participation in or downloading any material related to or concerning this promotion/auction.
17. If there is an event beyond the Council's reasonable control which prevents or hinders the conduct of the Auction or the Council's ability to deliver the prize to the winner, then Council may in its discretion cancel the Auction. Further, Council may at its sole discretion recommence the Auction it under the same conditions.
18. Personal information of bidders is collected by Council during the course of the Auction. Bidders' participation in the Auction is voluntary. Personal information will not be disclosed to any other person or agency unless consent of the bidder has been obtained or Council is required by law to make such disclosure.
19. By submitting a bid the bidder accepts these terms and conditions. The Council may in its sole discretion refuse to award any items to any participant who fails to comply with these terms and conditions.