

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

<http://news.redland.qld.gov.au/auction-nutcracker/>

1. In these terms and conditions unless the context otherwise requires:
  - a) **Auction** means the auction of the Prize conducted by Council subject to these terms and conditions;
  - b) **Bid** means an offer submitted by a Bidder in the Auction;
  - c) **Bidder** means a person who submits a bid in the Auction;
  - d) **Council** means Redland City Council, its employees, officers, agents, elected members and contractors;
  - e) **Final Bid Price** means the highest price that the Winner has bid for the Prize;
  - f) **Prize** means two (2) tickets to the Nutcracker presented by Queensland Ballet at the QPAC Playhouse on 9 December 2016 at 7:30pm;
  - g) **QPAC** means the Queensland Performing Arts Centre;
  - h) **Winner** means the three (3) Bidders with the highest bid price at the close of the Auction.
2. Information provided by Council in relation to how to bid form part of these terms and conditions.
3. The Auction is being facilitated by Redland City Council on behalf of the charities listed in Clause 11.
4. The Auction commences at 12pm on 8 December 2016. All Bids must be received on Council's news site by 12pm on 9 December 2016. All Bids will be displayed on the Council's news site (<http://news.redland.qld.gov.au/auction-nutcracker/>). Late or misdirected Bids will NOT be accepted. Council has discretion to refuse to accept a Bid from any person.
5. A Bid placed at Auction, 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 Price.
6. Bidders must be at least 18 years of age.
7. 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 the nominated charity listed in Clause 11. Each Bidder agrees to indemnify the Council in relation to any loss or damage resulting from any breach of this warranty.
8. 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.
9. The Prizes being auctioned are three (3) double passes to the Nutcracker presented by Queensland Ballet at the QPAC Playhouse on 9 December 2016 at 7:30pm. The maximum total value of each Prize is \$200. The Prize excludes any transport or accommodation costs associated with the Auction winner travelling to/from the event.
10. The Winners will be the 3 (three) highest bidders as at 12pm 9 December 2016. 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 9 December 2016. Council accepts no liability in the event that the Winner is unable to be contacted.
11. The Winners must pay the Final Bid Price directly the Redland Foundation as soon as practicable after being notified by Council that they are the Winners.

12. Once payment has been made to the relevant charity the Winner must provide a receipt of payment upon collection of tickets at Council's Customer Service Centre, Cnr Bloomfield and Middle st, Cleveland. Council is not responsible for the processing of any payment and this transaction will occur directly between the charity and Winner. Should the Winner fail to make the required payment within the specified timeframe Council has discretion to redistribute the tickets.
13. If the Prize remains unclaimed by 4pm Friday 9 December 2016, Council reserves the right to distribute the Prize at its sole discretion.
14. The Prizes are not transferable and cannot be exchanged or redeemed for cash.
15. 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.
16. Tickets won as part of this Auction are subject to the *QPAC Terms and Conditions* (<https://www.qpac.com.au/corporate/governance/terms-and-conditions/>) 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.
17. 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.
18. 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 under the same conditions.
19. 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.
20. 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.