

# Competition Terms and Conditions

<b>Item 1</b>	<b>Promoter</b>	Casey City Council of Patrick North East Drive, Narre Warren 3805
<b>Item 2</b>	<b>Competition</b>	Casey Australia Day Awards Survey
<b>Item 3</b>	<b>Entry Period</b>	Commences: 10.00am Friday 18 September 2020 Closes: 6.00pm Friday 2 October 2020
<b>Item 4</b>	<b>How to Enter</b>	All entrants who complete the City of Casey Australia Day Awards Survey here available on Casey Conversations and the City of Casey website, will be entered into the draw.
<b>Item 5</b>	<b>Draw Detail</b>	The three winners will be announced on Monday 5 October 2020 on the City of Casey website
<b>Item 6</b>	<b>Winner(s) Notification</b>	The winners will be notified via email by 7 October 2020 and asked to nominate their local charity to receive the \$100 donation
<b>Item 7</b>	<b>Prize</b>	Three individual donations to three local charities/not for profit community groups of \$100 each Local group must be for the benefit of Casey residents operating in the City of Casey and have an ABN number

## **1. Acceptance of Terms and Conditions**

By entering this Competition, you, as the Entrant acknowledge and agree that:

- 1.1. Information on how to enter and the conditions of entry form part of these Terms and Conditions;
- 1.2. Participation in the Competition is deemed acceptance of the Terms and Conditions;
- 1.3. All Items may be subject to further conditions contained in attached clauses;
- 1.4. All costs associated with entering the Competition remain the responsibility of each Entrant;
- 1.5. All details provided by the Entrant are true and accurate.

## **2. Eligibility**

- 2.1. Entry is open to Australian Residents.
- 2.2. Employees of the Promoter and their immediate families are ineligible to enter the Prize Draw. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.
- 2.3. Entrants must be 18 years of age or over.

## **3. How to Enter**

- 3.1. To enter the Competition, the Entrant must follow the procedure specified in Item 4 to the extent that Item 4 is not inconsistent with these Terms and Conditions.
- 3.2. Entries will be deemed invalid if submitted outside of the Entry Period specified in Item 3.
- 3.3. Entrants may only submit one (1) entry. If an Entrant submits multiple entries, they will be deemed invalid.

## **4. Draw Details**

- 4.1. The Promoter will draw the winner(s) following the procedure specified in Item 5.
- 4.2. The Promoter reserves the right to draw reserves in case of an invalid entry or ineligible Entrant.

- 4.3. Where applicable, a judge or judges will be appointed by the Promoter at its absolute discretion. The judge or judges' decision is final and binding on Entrants.

## **5. Winner(s) Notification**

- 5.1. The names of the winner(s) will be published on Council's website and Facebook page along with their nominated charities.
- 5.2. The winner(s) will be notified by the procedure outlined in Item 6.
- 5.3. Whilst best efforts will be made to contact the winner(s), the winner(s) may be substituted via a second draw on 15 October 2020 and will forfeit the Prize in whole if:
- 5.3.1. The winner(s) fails to respond within seven days of receiving notification; or
  - 5.3.2. The winner(s) of the first draw cannot be reasonably identified or notified and reasonable efforts made by the Promoter to identify and notify the winner(s) were unsuccessful.
- 5.4. The winner(s) of the second draw will be notified via email within two days of the second draw.

## **6. Prize**

- 6.1. The Prize is specified in Item 7.
- 6.2. The Prize value is the recommended retail value in Australian dollars and is correct at time of printing. The Promoter takes no responsibility for variations in the Prize value.
- 6.3. The Prize is not exchangeable or redeemable for cash or other prizes. The Prize is provided by the Promoter. Transport, parking and any other costs associated with redeeming the Prize are at the winner(s)' expense.
- 6.4. The Prize money of \$100 will be paid directly by the City of Casey into the local charity/not-for-profit community groups bank account.
- 6.5. The Prize is subject to availability, non-transferable and not exchangeable. The Promoter is not responsible or liable if for any reason beyond their reasonable control if any element of any Prize is not provided. The Promoter may, subject to State regulations, substitute a different prize of equivalent value in place of any prize referred to in these terms and conditions. The Prize does not include any other costs of a personal nature not stated. The Prize must be taken as stated and no compensation will be payable if the recipient is unable to use it as stated.

- 6.6. The Promoter will not be liable for any loss or damage whatsoever (including but not limited to direct or consequential loss) or any personal injury suffered or sustained in connection with the Prize except for any liability that cannot be excluded by law.
- 6.7. The Promoter reserves the right to request proof of identity, proof of residency and proof of entry validity. Proof of identification, residency and entry considered suitable for verification is at the absolute discretion of the Promoter. In the event that a winner(s) cannot provide suitable proof the winner(s) will forfeit the Prize in whole and no substitute prize will be offered.

## **7. Privacy**

- 7.1. By entering into this Competition, the Entrant consent to any personal information collected being used by the Promoter for the purpose(s), or directly related purpose(s), of conducting the Competition.
- 7.2. The information may also be used to update Council's customer databases to assist the Promoter in discharging its functions or providing services. Some information may also be used and disclosed in the Promoter's marketing promotions and retail activities, or when exhibiting or publishing submitted works and such use and disclosure may occur outside Victoria.
- 7.3. The personal information collected will not otherwise be disclosed unless permitted or required by law. If the information is not collected, your entry to the Competition may be invalid. Requests for access to and/or amendment of personal information should be made to the Promoter's Privacy Officer.

## **8. Release and Indemnity**

- 8.1. To the extent permitted by law, all entrants release from, and indemnify the Promoter against all liability, cost, loss or expense arising out of acceptance of any prize(s) or participation in the promotion including (but not limited to) loss of income, loss of opportunity, personal injury and damage to property, whether direct or consequential, foreseeable, due to some negligent act or omission or otherwise.

## **9. General**

- 9.1. All decisions and actions of the Promoter relating to the Giveaway and/or redemption of the prizes are exercised at its absolute discretion and are final. No discussions or correspondence with entrants or any other person will be entered into.
- 9.2. The Promoter accepts no responsibility for any incorrectly submitted, incomplete, late, lost or misdirected entry cards or, for any technical malfunction of any communications network.

9.3. There are no charges to enter the Competition. Any costs arising directly or indirectly with entering the Competition are the Entrant's responsibility.

9.4. The Promoter reserves the right, at their discretion to:

9.4.1. adjudicate on the eligibility of applicants;

9.4.2. disqualify any participant where the Promoter reasonably suspect any unlawful or improper conduct, such as infringing a third party's intellectual property rights; and

9.4.3. modify, suspend, terminate or cancel the Competition, as appropriate.

## **10. Intellectual Property**

10.1. Entrant retain the intellectual property rights of all material submitted. However, the Promoter reserves the right to retain, display in exhibitions, publish, catalogue, sell copies and publish thumbnails of all entries on the Promoter's website and other internet platforms.

10.2. By entering the Competition, Entrant authorise and confirm that permission has been obtained from authorised persons (including but not limited to copyright, trade mark, patent and/or design owners and individuals depicted in any photographs or images) to publish the entries on the Promoter's website, or use the material in marketing, in print and/or electronically.

10.3. By entering the Competition, Entrant indemnify the Promoter against all and any actions, claims or damages, arising from unauthorised use of the photographs (including but not limited to infringement of intellectual property rights) that may be taken against the Promoter by authorised persons.

10.4. The winner(s) agree to participate as required in promotional activities relating to the competition, including but not limited to, being interviewed and photographed. The winner(s) agree to grant the Promoters a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide.