

Terms and Conditions – City of Casey Draft Budget and Council Plan Actions Competition

COMPETITION TERMS AND CONDITIONS

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Competition Terms and Conditions

Item 1	Promoters	Casey City Council of Patrick North-East Drive, Narre Warren Victoria 3805
Item 2	Competition	City of Casey Draft Budget and Council Plan Actions
Item 3	Entry Period	Open: Wednesday, 19 April 2023 Closes: Tuesday, 9 May 2023 at 5:00pm Australian Eastern Standard Time (AEST)
Item 4	How to Enter	To enter this competition, each entrant must: • Complete the <i>City of Casey Draft Budget and Council Plan</i> community survey including providing a name and email address or phone number to win one of three (3) \$100 Westfield Shopping Centre gift cards. The prize winners will be selected on Wednesday, 10 May 2023.
Item 5	Draw	All participants who completed the <i>City of Casey Draft Budget and Council Plan</i> community survey and provided their contact details (as outlined in Item 4 above) will be entered into the Prize Draw (Draw). The Draw will take place at Casey City Council (Bunjil Place) of Patrick North East Drive, Narre Warren, VIC 3805 on Wednesday, 10 May 2023 at 3.30 pm. The winners will be randomly selected from participants of the <i>City of Casey Draft Budget and Council Plan</i>.
Item 6	Winner(s) Notification	The winners will be notified by telephone or email within 14 days of the prize draw closing date.
Item 7	Prize	There are three prizes in total. Each prize is a \$100 Westfield voucher. The prize is not transferable or exchangeable for cash or other prizes.

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. Any and 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 Promoters and their immediate families are ineligible to enter the Draw. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or stepchild (whether natural or by adoption), parent, stepparent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, stepbrother, stepsister or first cousin.
- 2.3. Entrants under the age of 18 years must provide parental or guardian consent to enter the Competition. If Entrants under the age of 18 years do not provide parental/guardian consent their entry will be deemed invalid.

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. Entries will be deemed invalid if the Entrant provides an incomplete or invalid email address.
- 3.4. Entrants may only submit one (1) entry. If an Entrant submits multiple entries, they will be deemed invalid.

4. DRAW DETAILS

- 4.1. The Promoters will draw the winners of the City of Casey Draft Budget and Council Plan competition following the procedure specified in Item 5.
- 4.2. The Promoters reserves the right to draw reserves in case of an invalid entry or an ineligible Entrant.
- 4.3. Where applicable, a judge or judges will be appointed by the Promoters at its absolute discretion. The judge or judges' decision is final and binding on Entrants.

5. WINNERS NOTIFICATION

- 5.1. The names of the winners will be published on Council's website and social media if agreed by the winner.
- 5.2. The winner will be notified by the procedure outlined in Item 6.

6. PRIZES

- 6.1. The Prizes are as 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 will be either emailed or mailed via registered post to an Australian postal address provided in writing by the winner(s) within 28 days after the Draw.

- 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 substitute a different prize of equivalent value in place of any prize referred to in these terms and conditions, only where the circumstances in which the Prize has become unavailable are beyond the reasonable control of the Promoter and reasonable attempts have been made to reach an agreement with the winner of the Prize were unsuccessful and the prize is of the same or greater value than the original Prize. 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 Promoters 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.
- 6.8. The prize winner is awarded by random selection and the decision is final. No correspondence will be entered into.

7. PRIVACY

- 7.1. By entering into this Competition, the Entrant consents to any personal information collected being used by the Promoters for the purpose(s), or directly related purpose(s), of conducting the Competition.
- 7.2. Entrants consent to the Promoters using their name in the event that they are the winner(s) in any media for an unlimited period without remuneration for the purpose of promoting this promotion.
- 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.
- 7.4. The Entrant consents to the Promoters using any intellectual property submitted with the entry other than the personal information of the Entrant including the name, address and contact details of the Entrant.

8. RELEASE AND INDEMNITY

- 8.1. Nothing in these Terms and Conditions limits, excludes or modifies the statutory consumer guarantees as provided under the *Competition and Consumer Act 2010* (Cth) or the *Australian Consumer Law and Fair Trading Act 2012* (Vic), as well as other warranties (express or implied) under any state, federal or national legislation which cannot be excluded and all Entrants release from, and indemnify the Promoters 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):
 - 8.1.1. 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;
 - 8.1.2. any technical difficulties or equipment malfunction (whether or not under the Promoter's

control), any theft, unauthorised access or third-party interference, any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter, or use of a prize.

9. GENERAL

- 9.1. All decisions and actions of the Promoters 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 Promoters 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 Promoters reserves the right, at their discretion to:
 - 9.4.1. adjudicate on the eligibility of applicants;
 - 9.4.2. disqualify any participant where the Promoters 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. The Entrant retains the intellectual property rights of all materials submitted but provides a perpetual licence to the Promoters 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, the Entrant warrants that permission has been obtained from authorised persons (including but not limited to copyright, trademark, 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, the Entrant indemnifies the Promoters 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 Promoters 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 winners agree to grant the Promoters a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide.