

# Competition Terms and Conditions

<b>Item 1</b>	<b>Promoter</b>	Boroondara City Council of 8 Inglesby Road, Camberwell 3124
<b>Item 2</b>	<b>Competition</b>	Maling Road Placemaking Survey - Prioritising Ideas
<b>Item 3</b>	<b>Entry Period</b>	Commences: 12pm, 6 May 2020 Closes: 5 pm, 29 May 2020
<b>Item 4</b>	<b>How to Enter</b>	<p>To enter this competition, Entrants must complete all questions in the online survey on the Boroondara website (<a href="https://surveys.boroondara.vic.gov.au/maling-road-placemaking-prioritising-ideas/">https://surveys.boroondara.vic.gov.au/maling-road-placemaking-prioritising-ideas/</a>)</p> <p>Entrants must be aged between 12 and 24 years of age as of 30 May 2020.</p> <p>Minors will be required to obtain consent from a parent or guardian in order for their application to be valid.</p> <p>Incomplete surveys will be deemed invalid. Entrants can only enter once and all subsequent entries will be deemed invalid. At the end of the survey, Entrants will need to complete the contact details section to be eligible to go into the draw to win one of the prizes. Entrants will not automatically receive a prize after completing the survey.</p>
<b>Item 5</b>	<b>Draw Detail</b>	<p>The Entrants have a 1 in 20 chance of winning the prize and will be drawn randomly from the data collected from the contact details section of the survey application.</p> <p>The winner(s) will be drawn on the week commencing 1 June 2020 at Boroondara City Council of 8 Inglesby Road, Camberwell 3124.</p>
<b>Item 6</b>	<b>Winner(s) Notification</b>	The winner(s) will be notified via email or telephone by 12 June 2020.
<b>Item 7</b>	<b>Prize</b>	\$25 Maling Road Gift Card. Total prize pool = \$500.

## **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 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.
- 2.4. Entrants must complete all questions in the online survey on the Boroondara website (<https://surveys.boroondara.vic.gov.au/maling-road-placemaking-prioritising-ideas/>)
- 2.5. Entrants must be aged between 12 and 24 years of age as of 30 May 2020.

## **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.
- 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 23 June 2020 and will forfeit the Prize in whole if:
  - 5.3.1. The winner(s) fails to respond within 10 business 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 three business 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 will be mailed via registered post to an Australian postal address provided in writing by the winner(s) within three 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, 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 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.