Terms and Conditions – Berwick Springs Wetland Reserve (West) Playground Renewal - Prize Draw 2022

COMPETITION TERMS AND CONDITIONS

TABLE OF CONTENTS

1. ACCEPTANCE OF TERMS AND CONDITIONS 2
2. ELIGIBILITY 3
3. HOW TO ENTER 3
4. DRAW DETAILS 3
5. WINNER(S) NOTIFICATION 3
6. PRIZE 4
7. PRIVACY 4
8. RELEASE AND INDEMNITY 5
9. GENERAL 5
10. INTELLECTUAL PROPERTY 5

Item 1	**Promoters**	Casey City Council of Patrick North East Drive, Narre Warren Victoria 3805
Item 2	**Competition**	Berwick Springs Wetland Reserve (West) Playground Renewal 2022 - Westfield Shopping Voucher & Myuna Farm giveaway
Item 3	**Entry Period**	Commences: 5pm 14 Oct 2022 Closes: 5pm 14 Nov 2022
Item 4	**How to Enter**	To enter this competition, each entrant must: Visit the City of Casey - provide an email address or contact phone number and submit the entry. A maximum of one (1) entry is permitted per individual or family per consultation. Entries submitted after the Entry Period has closed being 5pm 14 November 2022, will be deemed invalid. The prize winner will be notified via email or phone by 30 November 2022.
Item 5	**Draw**	All entries received during the Entry Period will be entered into the Draw. The Draw will take place at Casey City Council of Patrick North East Drive, Narre Warren, VIC 3805 on or before Friday 18 November 2022. All winners will be either randomly selected from the online survey response or judged by a panel (draw your dream playground).
Item 6	**Winner(s) Notification**	All winners will be notified via email or phone within 14 days of the Draw and agreed details to published via Council's social media channels and website via Casey Conversations.
Item 7	**Prize**	Westfield Shopping Voucher & Myuna Farm passes: • Westfield voucher prize is valued at $50 • 2x Myuna Farm Family passes valued at approximately $50. 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 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.

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 winner(s) 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. WINNER(S) NOTIFICATION

5.1. The names of the winner 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.

5.3. Whilst best efforts will be made to contact the winner, the winner may be substituted via a second draw and will forfeit the Prize in whole if:

5.3.1. The winner fails to respond within four 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 Promoters to identify and notify the winner(s) were unsuccessful.

5.4. The winner of the second draw will be notified via email within 14 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 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 the judge or judges based on relevance to the. The judge or judges' decision is final and no correspondence will be entered into.

6.9. The judge or judges reserve the right to not award a prize if they are of the opinion that all entries do not have sufficient merit to warrant a prize.

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 material 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, 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, 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 winner(s) agree to grant the Promoters a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide.