

Competition Terms and Conditions

1. Participation in this competition for Supporting Local Mitcham subject to the following terms and conditions (Terms and Conditions). All information provided on how to enter the Competition and each prize (Prize) available to each winner (Winner) forms part of these Terms and Conditions. By submitting an entry into the Competition, you agree to be bound by these Terms and Conditions. Only entries that comply with these Terms and Conditions will be considered valid and eligible to win a Prize.
2. The organiser of this Competition is **WHITEHORSE CITY COUNCIL ABN 39 549 568 822 of 379-397 Whitehorse Road, Nunawading, Victoria 3131 (Council)**.

COMPETITION PERIOD

3. The Competition commences at 12.00am AEDT on 05/07/2021 and ends at 11.59pm AEDT on 12/09/2021 (Competition Period) and will comprise of 10 weekly competition which will commence Monday at 12.00am AEDT and concluded on Sunday at 11.59pm AEDT each week.

WHO CAN ENTER THE COMPETITION

4. You are eligible to enter the Competition if you are:
 - 4.1 aged 18 years or over, or aged 16 years or over and have the consent of your parent or guardian to enter; and
 - 4.2 not an Ineligible Person

INELIGIBLE PERSON

5. If a Winner is under 18 years of age, then Council reserves the right in its absolute discretion to award the Prize to the Winner's parent or guardian and to require that the parent or guardian execute such acknowledgment, indemnity and release as reasonably required in the circumstances.
6. Ineligible Person means any director, manager, employee of Council, retailers, suppliers, associated entities and agencies associated with this Competition, or any immediate family member of any of those persons.

HOW TO ENTER THE COMPETITION

7. To enter this Competition, a person (Entrant) must, during the Competition Period:

Visit the wbiz.com.au/supportinglocalmitcham and submit their details (first name, surname, suburb, telephone number and email) and explain in 25 words or less what they like about Britannia Mall and Mitcham Retail Precinct.
8. Multiple entries are permitted subject to compliance with these terms and conditions.
9. The entire competition commences at 12.00am AEDT on 05/07/2021 and ends at 11.59pm AEDT on 12/09/2021.

- 9.1 Each week (Monday to Sunday) there will be a new weekly competition draw. Entrants are not carried over from previous weeks, a new entry is required each week.
 - 9.2 Entrants who have won in previous weeks in the respective precinct competition will be ineligible to win on multiple occasions. Entrants will be able to win once per precinct competition.
10. Entries that contain any of the following inappropriate content or actions will be ineligible for the prize draw. This includes information that is:
- (a) Inaccurate, indecent, misleading, defamatory or slanderous
 - (b) Abusive, inflammatory or obscene language
 - (c) Considered bullying or harassment
 - (d) Discriminatory (age, disability, family status, gender, nationality, race, religious beliefs)
 - (e) Deliberately disruptive or trolling behaviour

DRAW DETAILS

- 11. All valid entries for the associated weekly draw will be included in the draw for a Prize (Prize Draw).
- 12. The weekly Prize Draw will take place in the following week that the entries closed (For example, if the weekly prize draw entry period is Monday – Sunday, the prize draw will take place the following week). There will be one (1) winner per week chosen from a random draw of entries received in accordance with these Terms and Conditions. The draw will be performed by a random computer process/ number generator.
- 13. The first valid entry drawn in the Prize Draw will be the Winner of 1 x \$50 Perfect Gift Card. The Prize will be announced and distributed in accordance with clauses 18, 19 and 20 below. If there are no valid entries for a specific week, the prize for this week will be deemed an unclaimed prize.

PRIZE

- 14. There are 10 individual prizes on offer, 10 x \$50.00 The Perfect Gift Cards (GST inc), one for each weekly competition draw.

TOTAL PRIZE POOL valued at \$500 (AUD)

- 14.1 Gift cards are subject to terms and conditions -see <https://theperfectgiftcard.com.au/terms-conditions>. The gift card is valid until the expiry date specified on the gift voucher or by the gift voucher provider. The gift voucher is not transferable or redeemable for cash. Council will not be responsible for any gift voucher that is lost or stolen.
- 15. All taxes (excluding GST), which may be payable as a consequence of receiving a Prize, are the sole responsibility of the Winner of the Prize.

16. Council is not liable for any loss, damage or injury suffered (even if caused by negligence) as a result of the Winner(s) accepting and/or using a Prize, except for any liability which cannot be excluded by law.
17. Council is not responsible or liable for any loss, damage or injury suffered by any Winner arising from, or in connection with, a Prize supplied by the Prize supplier, or the conduct of the Prize supplier, except for any liability which cannot be excluded by law.

HOW TO CLAIM THE PRIZE

18. Gift cards will be available for collection from the Whitehorse Civic Centre, 379 Whitehorse Road, Nunawading. Proof of identity is required at the time of collection. Information regarding the collection will be outlined in the written notification advising entrants that they have won. The Gift cards will be available to claim for a 30 day period once notification has been sent to winners.

PRIZE SUBSTITUTION

19. In the event that any Prize (or any part of any Prize) becomes unavailable for reasons beyond Council's control, Council may substitute the Prize (or the relevant part of the Prize) with a prize of equal or greater value subject to any contrary direction from a regulatory authority or applicable law.

WINNER NOTIFICATION AND PUBLICATION

20. Winners will be contacted by phone and email within four (4) business days of the draw and will be announced on www.wbiz.com.au (first name, initial of surname and suburb). The contact information submitted at the time of entry will be used.

UNCLAIMED PRIZES

21. All Prizes will be distributed during or after the close of the Competition.
22. Council will make reasonable efforts to identify and locate each Prize Winner. The maximum of 3 attempts over a 7 day period will occur to locate and communicate with the winner.
23. If any Prizes remain unclaimed 30 days after communication with the respective prize draw winner, an unclaimed prize draw (random draw of chance) will be held at the offices of Whitehorse City Council, 379-399 Whitehorse Road, Nunawading on 13/10/2021 (Unclaimed Prize Draw). The entrants of the unclaimed prize draw will comprise of all valid entries from week 1- 10 who were not Prize Winners.
24. Winners of the Unclaimed Prize Draw will be notified in the same manner as set out in clause 20 above. Winners names will be published in the same manner as set out in clause 20 above.
25. Council assumes no responsibility for any failure to receive an entry or for inaccurate information or for any loss, damage or injury as a result of technical or telecommunications

problems, including security breaches. If such problems arise, then Council may (where necessary with the approval of the relevant lottery authority) modify, cancel, terminate or suspend the Competition.

ENTRANT'S PERSONAL INFORMATION

26. Personal information including an Entrant's name, address, telephone number and email will be collected and used by Council to conduct this Competition and for Council's purposes including for the announcement of winners on the wbiz.com.au website and across its media/communication platforms at its discretion.
27. By entering this Competition, each Entrant consents to the use of their personal information by Council for the Purposes and acknowledges and agrees that such use may require Council to disclose their personal information to third parties, including Council's contracted service providers and other government agencies.
28. Entrants may access, change or update their personal information by emailing Council at business@whitehorse.vic.gov.au or by phone at 03 9262 6333 during office hours. A copy of Council's Privacy Policy is available at www.whitehorse.vic.gov.au/privacy-statement. The Privacy Policy contains information about how individuals may access or correct their personal information held by Council or make a privacy related complaint about Council's handling of their personal information.

INTELLECTUAL PROPERTY AND MORAL RIGHTS

29. By entering this Competition, each Entrant irrevocably grants to Council a licence to use the content of their entry in any way Council wishes (including modifying, adapting, copying, publishing, broadcasting or communicating the entry whether in original or modified form in whole or in part) in all media in perpetuity without payment to the Entrant of royalties or compensation.
30. By entering this Competition, each Entrant irrevocably consents to Council dealing with their entry content in any way that may otherwise infringe the Entrant's moral rights and agrees not to assert their moral rights (wherever such rights are recognised) in respect of their entry against Council or its assigns, licensees or successors.
31. Each Entrant warrants that their entry is not in breach of any third party's intellectual property rights.

PUBLICITY

32. Each Entrant irrevocably consents to Council using their name, likeness, image and/or voice in the event that they are a Winner in any media for an unlimited period of time without remuneration or compensation for the purpose of promoting this Competition (including any outcome) and/or promoting any services or products supplied by Council.

33. Information that has formed part of the entry (entry section: 25 words or less) may be used for future promotion of the precinct/ shopping centre or other Council initiatives with acknowledgement given to the entrant (first name and suburb only to be referred to).

GENERAL CONDITIONS

34. Council's decision is final and binding and no correspondence will be entered into. Council accepts no responsibility for late, lost or misdirected entries or other communications. Entries will be deemed void if illegitimate, forged, manipulated or tampered with in any way.
35. Should an Entrant's contact details change during the Competition Period, it is the Entrant's responsibility to notify Council. A request to access or modify any information provided as part of the redemption of a Prize should be directed to Council.
36. Council reserves the right to disqualify any individual who is involved in any way in interfering or tampering with the conduct of this Competition, has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Competition.
37. If a Winner has rights under the Australian Consumer Law or any other similar legislation which cannot be excluded, restricted or modified then these terms and conditions do not exclude, restrict or limit those statutory rights in any way. However, to the extent that it is permitted by law to do so, Council (including its officers, employees and agents) excludes all liability whether arising in tort (including, without limitation, negligence), contract or otherwise for any personal injury or any other loss or damage (including, without limitation, loss of opportunity or loss of profits) whether direct, indirect, special or consequential, arising in any way out of the Competition, including, without limitation:
- (a) any technical difficulties or equipment malfunction (whether or not under Council's control);
 - (b) any theft, unauthorised access or third party interference;
 - (c) any entry that is late, lost, altered, damaged or misdirected (whether or not after its receipt by Council) due to any reason beyond the reasonable control of Council;
 - (d) any variation in market value to that stated in these terms and conditions;
 - (e) any tax implications; or
 - (f) the Prize or use of the Prize.
38. If for any reason beyond the reasonable control of Council this Competition is not capable of running as planned, Council reserves the right in its sole discretion to take any action that may be available to it, and to cancel, terminate, modify or suspend the Competition, unless to do so would be prohibited by any applicable law.
39. Council reserves the right to cancel, terminate, modify or suspend the Competition or amend these terms and conditions, subject to any applicable law.

40. These Terms and Conditions are governed by, and to be construed in accordance with, the laws applying in the State of Victoria, and each Entrant irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of the State of Victoria.