

# **COMPETITION TERMS AND CONDITIONS**

## General Terms

- 1. All information on how to enter this competition forms part of these terms and conditions of entry. These terms and conditions exist in conjunction with the terms and conditions of the prize supplier. Entry into this competition is deemed acceptance of these terms and conditions and the prize supplier's terms and conditions.
- 2. This competition is run by City of Parramatta Council (ABN 49 907 174 773) of 9 Wentworth Street, Parramatta NSW 2150 (**Promoter**).
- 3. The Promoter reserves the right at any time to disqualify any individual who the Promoter reasonably believes has breached any of the terms and conditions or engaged in any unlawful or other improper conduct, calculated to jeopardise the fair and proper conduct of the competition.
- 4. The Promoter is not responsible for any incorrect or inaccurate information or for any fault in the equipment utilised in this competition, which may result in error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to or alterations of entries.
- 5. The Promoter may suspend, cancel, or vary the competition at any time. The Promoter will not be responsible for any loss incurred by the entrant in relation to such suspension, cancellation, or variation.
- 6. To the extent permitted by law, the Promoter will not be liable for any injury, damages, expenses, or loss whatsoever (whether direct or consequential) to persons or property, as a result of any person entering into the competition or accepting or using any prize.
- 7. By entering this competition, the entrant releases the Promoter (including their agents and affiliates) from, and indemnifies the Promoter against, all liability, loss, damage, or injury arising from or in connection with this competition or prize.
- 8. The competition is in no way sponsored, endorsed, or administered by or associated with Facebook, Instagram, or any other social media.

#### How to Enter

- To enter, entrants are required to provide a completed submission via the online submission form located on <u>https://participate.cityofparramatta.nsw.gov.au/engagement-strategy</u> by 5pm (AEDT) on Thursday 7 November 2024' (Entry).
- 10. Entrants may submit multiple Entries, provided that each submission is unique.
- The competition opens at 9am (AEDT) on Thursday 10 October 2024, and closes at 5pm (AEDT) on Thursday 7 November 2024. No responsibility will be accepted for late, lost, or misdirected Entries.
- 12. The competition is only open to entrants residing in New South Wales.
- 13. Employees of the Promoter and their immediate family members are not eligible to enter this competition.
- 14. All entrants must be 18 years and over.

- 15. Upon request by the Promoter, the entrant must provide further information in relation to their Entry.
- 16. The Entry must be the entrant's own original work. By entering the competition, the entrant warrants that the Entry does not infringe the intellectual property rights of a third party. Entries that infringe intellectual property rights are automatically disqualified from the competition. The entrant indemnifies the Promoter against any costs that the Promoter may incur as a result of any intellectual property right infringement.
- 17. By entering into this competition, the entrant grants the Promoter a non-exclusive, fee-free licence to use, reproduce, modify, adapt, edit, publish, and communicate the Entry to the public, including the entrant's personal information. The Promoter may use the Entry for any promotional, marketing, or other City of Parramatta Council purposes.
- 18. The Promoter reserves the right to verify the validity of the Entries and to disqualify any entrant for tampering with the entry process, or submitting an Entry that is not in accordance with these terms and conditions.

### Prizes

- 19. This competition is based on a game of chance skill plays no part in determining the winner.
- 20. The winners will be selected by the Promoter by Friday 29 November 2024 .
- 21. The Promoter's decision is final, and no correspondence will be entered into.
- 22. Each winner will receive 1 x \$100 e-gift card. There are 3 prizes in total (1 prize per person).
- 23. A winner is only entitled to one prize, which will be allocated by the Promoter, at its discretion.
- 24. Winners will be notified via email. Winners will be announced via https://participate.cityofparramatta.nsw.gov.au/engagement-strategy.
- 25. If a winner does not respond within 48 hours of the first contact made by the Promoter, the prize may be forfeited, and the Promoter reserves the right to select another winner from the remaining eligible Entries.
- 26. The Promoter will contact the winner with further details on how to claim their prize, and the Promoter may request documentary evidence to verify the winner's identity and address.
- 27. Any ancillary costs associated with redeeming the prize are not included. Any remaining amount on the gift card is not exchangeable with cash or another voucher. The gift voucher will not be replaced when lost, damaged or stolen, and will be considered null and void if tampered with.
- 28. The prize is not exchangeable, transferrable, or redeemable for cash.
- 29. In the event that a prize becomes unavailable, due to circumstances beyond the Promoter's control, the Promoter reserves the right to provide a similar product to the same or greater value as the original prize, subject to any applicable laws or written directions made under applicable legislation.

#### Privacy Protection Notice

- 30. **Purpose of collection:** The Promoter is collecting the entrant's personal information in order for the entrant to enter into the competition, and for the Promoter to award and deliver the prize to the winner(s) of the competition.
- 31. **Intended recipients:** The intended recipient of this information is City of Parramatta Council, as the Promoter. The Promoter will not disclose the entrant's personal information to the public or to third parties.
- 32. **Supply:** While the supply of this information is voluntary, if the entrant does not provide this information, the entrant will not be able to receive their prize.

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- 33. Access/Correct/Amend: The information collected can be accessed by the entrant and may also be available to third parties, in accordance with City of Parramatta Council's Privacy Management Policy and Privacy Management Plan. The entrant may make an application for access or amendment to personal information held by the Promoter. The Promoter will consider any such application in accordance with the *Privacy and Personal Information Protection Act 1998* (NSW).
- 34. Storage: The Promoter is the agency that holds the information and will store it securely.
- 35. **Other uses:** The Promoter will use the entrant's personal information for the purpose for which it was collected and may use it as is necessary for the exercise of other functions
- 36. **Contact:** The Promoter can be contacted on 1300 617 058 or 9806 5050, at 9 Wentworth Street, Parramatta NSW 2150, or <u>council@cityofparramatta.nsw.gov.au</u>.
- 37. For further details on how the Promoter manages personal information, please refer to the Promoter's Privacy Management Plan.

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