Competition Terms and Conditions

Item 1	**Promoter**	Boroondara City Council of 8 Inglesby Road, Camberwell 3124
Item 2	**Competition**	City of Boroondara Extreme Weather Event Survey
Item 3	**Entry Period**	Commences: Monday 31 January 2022 Closes: 5pm, Sunday 27th February 2022
Item 4	**How to Enter**	To enter, participants must complete the extreme weather event survey and provide their name and contact information. The survey can be completed online at engage.boroondara.vic.gov.au or at libraries throughout Boroondara. Survey respondents who do not provide a name and contact information or do not complete all mandatory questions will not be submitted in the prize draw.
Item 5	**Draw Detail**	The winner will be drawn on Monday 7th March 2022 at 8 Inglesby Road, Camberwell.
Item 6	**Winner Notification**	The winner will be notified via email or telephone by 5pm on Monday 7th March 2022.
Item 7	**Prize**	A choice of either: • a term of classes at one of the City of Boroondara's Neighbourhood Houses or Community Centres or, • a 3-month term membership at a Boroondara Leisure and Aquatic Facility and up to a value of $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 must be 55 years of age or over.

2.4. Entrants must reside within the City of Boroondara.

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 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 Notification

5.1. The winner will be notified by the procedure outlined in Item 6.

5.2. Whilst best efforts will be made to contact the winner, the winner may be substituted via a second draw on Tuesday 22nd March and will forfeit the Prize in whole if:

5.2.1. The winner fails to respond within 2 weeks of receiving notification; or

5.2.2. The winner of the first draw cannot be reasonably identified or notified and reasonable efforts made by the Promoter to identify and notify the winner were unsuccessful.

5.3. The winner of the second draw will be notified via email within one business day 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 can be collected at 8 Inglesby Road, Camberwell or it can be mailed via registered post to an Australian postal address provided in writing by the winner within 14 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 agrees to participate as required in promotional activities relating to the competition, including but not limited to, being interviewed and photographed. The winner agrees to grant the Promoters a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide.