

## ABOUT THE COMPETITION

1. This competition ("Competition") is conducted by Maribyrnong City Council of Cnr Hyde and Napier Streets, Footscray VIC 3015 ("Promoter"). This Competition is in no way sponsored, endorsed or administered by, or associated with, Bang the Table.
2. Entry to the Competition constitutes acceptance of these terms and conditions. All entry instructions and prize information published by the Promoter form part of these terms and conditions.
3. The Competition is only open to individuals who: (1) complete one or more of the following five Amenity Surveys a) Footscray CBD Amenity Project survey b) Yarraville Shopping Centre Amenity Project survey c) Braybrook Shopping Centre Amenity Survey d) Mitchell Street (Maidstone) Amenity Survey e) Barkly Village West Footscray Amenity Survey and (2) provide their first name and valid contact email address to the Promoter and 3) are not employed by the Promoter directly or via contract; and 4) are 18 years of age and over ("Entrant").
4. The Competition commences at 5.00pm AEST on 15/06/2016 and closes at 5.00pm AEST on 24/06/2016 ("Entry Period").

## ENTRY

6. To enter the Competition an Entrant must during the Entry Period: a) Visit the Your City Your Voice website at [www.yourcityyourvoice.com.au](http://www.yourcityyourvoice.com.au) and complete one or more of the four surveys listed at point 3. By submitting an Entry, the Promoter will have access to the Entry and the Entrant's basic information (including name and contact email).
7. There is no cost to enter the Competition, however internet connection and usage rates may apply. Entrants should obtain details of such costs from their service providers. The Promoter is not and will not be liable for any such costs.
8. Entries must be received during the Entry Period. The Promoter takes no responsibility for late, lost, incomplete, incorrectly submitted, illegible or misdirected entries or for any delays or failures in any telecommunications service or equipment.
9. Entrants are limited to a maximum of five per person (one entry for each of the five surveys).
10. The Promoter may, in its absolute discretion, declare an Entry made by an Entrant invalid if the Entrant tampers with the entry process, benefits from such tampering or submits an Entry that is illegible, incomplete or not in accordance with these terms and conditions. Errors and omissions may be accepted at the Promoter's discretion.

## PRIZES AND WINNERS

11. This Competition is a game of chance. Skill plays no part. Two winners will be selected at random using the Mini Web Tool Random Name Picker found online at <http://www.miniwebtool.com/random-name-picker/>. The draw results are final and no discussion will be entered into.
12. The first winner drawn will receive a 16gb iPad mini. The second winner drawn will receive a \$100 Coles Myer gift card.

13. The winner will be notified via email no later than 5.00pm Tuesday 28 June 2016.

14. The Prize notification email will state the Prize that has been won and will include instructions as to how the winner is to claim the Prize and establish his/her/their entitlement to it. Each winner must be able to prove to the Promoter's satisfaction, that he/she/they satisfies the requirements of being an Entrant pursuant to condition 3 of these Terms and Conditions.

15. The first name of the winners will be published on the Promoter's City of Maribyrnong Facebook page and Twitter account.

16. A winners will forfeit the Prize if he/she/they does not claim the Prize by contacting the Promoter within twenty-four (24) hours of it being made available for his/her/their collection.

## **GENERAL**

17. In respect of any content in the Entry ("Content"), unless the Promoter advises otherwise, the Entrant licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display such Content for any purpose in any media, without compensation, restriction on use, attribution or liability. Entrants agree not to assert any moral rights in relation to such use and warrant that they have the full authority to grant these rights. The Entrant grants these rights to the Promoter which are perpetual and acknowledges that the Entrant will not receive any payment, royalty or other consideration (whether monetary or otherwise) from the Promoter in connection with the making, use or storage of the Content.

18. Entrants agree that they are fully responsible for the Content they submit. The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove any Content without notice for any reason whatsoever. Entrants warrant and agree that: (a) they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, discriminatory, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 18, or otherwise unsuitable for publication; (b) they will obtain prior consent from any person or property that appears in their Content; (c) they will obtain full prior consent from any person who has jointly created or has any rights in the Content, to the uses and terms herein; (d) their Content shall not contain viruses or cause injury or harm to any person or entity; (e) they will comply with the terms and conditions of use as required by Facebook; and (f) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems. Without limiting any other terms herein, the Entrant indemnifies the Promoter for any breach of the above terms.

19. If for any reason the conduct or operation of the Competition is interfered with or disrupted in any way (including by vandalism, power failures, natural disasters, acts of God, civil unrest, strikes, computer bugs or viruses, tampering or technical failures), the Promoter reserves the right to cancel, terminate, modify or suspend or recommence the Competition.

20. The Promoter assumes no responsibility for: (i) any error, omission, interruption, or delay in the operation or transmission of any communication sent to (or by) the Promoter or any

Entrant whether caused by problems with communication networks or lines, computer systems, software or internet service providers, congestion on any carrier network or otherwise, (ii) any theft, destruction or unauthorized access to, or alteration of such communications; (iii) any problem with, or technical malfunction of, any computer system or other equipment used for the conduct of the Competition; (iv) any incorrect or incomplete information which may be communicated in the course of the administering this Competition (whether as a result of one of the foregoing causes or otherwise); (v) any delay in delivery, or failure of safe delivery of the prize.

21. All of the Promoter's decisions are final and no correspondence will be entered into. If for any reason any element of the prize becomes unavailable or not capable of being delivered to a winner for any reason beyond the Promoter's reasonable control the Promoter will have no obligation to provide a similar prize to the winner or otherwise compensate the winner in any way.

22. All Entrants enter the Competition at their own risk and the winners accept the prize at his or her own risk. To the full extent permitted by law, the Promoter, its associated companies and agencies and any of their personnel (the "Relevant Parties") exclude all liability for and each Entrant indemnifies the Promoter in respect of any loss (including any damage, claim, injury, cost or expense) which is suffered or incurred by any Entrant in connection with the Competition or prize, including without limitation: (i) any indirect, economic or consequential loss; (ii) any loss arising from the negligence of a Relevant Party; (iii) any liability for personal injury or death. The Promoter may request that the winner sign and return a deed of release to this effect as a condition of the Prize being awarded. If a winner fails to sign and return such release, the winner may forfeit the Prize.

23. All Entrants consent, by entering the Competition to the Promoter using their name, likeness, image and/or voice (including any photograph, film and/or recording of them) in any media at any time or times without compensation, financial or otherwise, for the purpose of promoting this Competition, the Promoter and/or any of the Promoter's products.

## **PRIVACY, DISCLOSURE AND CONSENT TO USE INFORMATION**

24. The Entrant acknowledges and permits the Promoter during and after the Competition to:

- publish or reproduce the Content in any form (in whole or in part) and by any medium, including but not limited to reports, policies, newspapers, newsletters/magazines, brochures, television advertisements, promotional videos, websites, and in online social media forums such as the Promoter's , CD-ROM or other multi-media, for public relations, promotions, commercial and advertising purposes ("Promotional Materials"); and
- retain or store the Content (including those incorporated into Promotional Materials), in hard copy or digitally, including but not limited to, deposit of the Images and Recordings into the Promoter's Corporate Image Library;
- supply a copy of the Content upon request, to the subjects appearing in the videos, any relevant associated institutions involved;
- collect, store, handle, access, manage, transfer, use and disclose personal information about the Entrant, including name, suburb, age and image, in connection with the Content. This includes transmission outside of Australia. The Entrant may revoke its consent to this clause at any time upon written notice to the Promoter, however existing uses of the Images and Recordings will not be impacted by this revocation or withdrawal of consent;

- develop Promotional Materials which refer to the Entrant, expressly or by implication, are, at the date of publication, made in good faith and are not intended to defame or offend the Entrant or bring the Entrant into disrepute and, to the best of the Promoters knowledge, are true and correct;
- utilise the and additional photographic and video content from the Entrant and/or winner in Promotional Materials and public relations events;
- contact the Entrant for any reason related to the Competition or other activities of the Promoter.

25. Where an Entrant provides personal information to the Promoter, noting that the Entrant's participation in the Competition is voluntary, the personal information will be used by the Promoter to administer the Competition in accordance with these terms and conditions. Entrant's personal information will be stored securely and except as provided for in these terms and conditions, will not be given to any other person or agency unless you have given us permission or we are authorised or required by law.

26. The collection, use and disclosure of all personal information is handled in accordance with the Promoter's Privacy Policy available at:  
[http://www.maribyrnong.vic.gov.au/Page/Page.aspx?Page\\_Id=302](http://www.maribyrnong.vic.gov.au/Page/Page.aspx?Page_Id=302)

27. The Promoter reserves the right to modify any of these Terms and Conditions as it otherwise deems appropriate.