

Competition Terms and Conditions

1. Participation in this competition for the **Aqualink Exercise Buddy Photo Competition** is 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 12.00pm **AEDT** on 16/9/21 and ends at 12.00pm **AEDT** on 30/9/21 (**Competition Period**).

WHO CAN ENTER THE COMPETITION

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

INELIGIBLE ENTRANTS

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:

Upload a photo of their exercise buddy via the Aqualink website during the Competition Period and submit their name and email address.
8. A limit of one entry applies per person.

DRAW DATE AND TIME

9. All valid entries will be included in the draw for a Prize (**Prize Draw**).
10. The Prize Draw will take place at 12.00m **AEDT** on 1/10/21 at Aqualink Box Hill, Surrey Drive, Box Hill
11. The first valid entry drawn in the Prize Draw will be the Winner of the Prize.
12. The Prize will be announced and distributed in accordance with clause 20 below. Winning is not contingent on

being present at the draw.

PRIZE(S)

13. The Prize is \$100 Aqualink voucher
14. 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.
15. 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.
16. 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.

PRIZE DELIVERY

17. Prize will be delivered to the Winner within 15 days of prize draw.

PRIZE SUBSTITUTION

18. 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

19. Winner will be notified within 15 days of prize draw.
20. Winner will be notified in writing by email to the email address submitted at the time of entry or via Facebook.
21. Winner will be listed on Aqualink's website for a minimum of 28 days on and from the Prize Draw Date.

UNCLAIMED PRIZE

22. Prize will be distributed after the close of the Competition.
23. Council will make reasonable efforts to identify and locate the Prize Winner.
24. If the Prize remains unclaimed within three months after the Prize Draw Date, an unclaimed prize draw will be held at the offices of Aqualink Box Hill, Surrey Drive, Box Hill on 15/12/21 at 12.00pm **AEDT (Unclaimed Prize Draw)**.
25. Winner of the Unclaimed Prize Draw will be notified in the same manner as set out in clause 20 above. Winner name will be published in the same manner as set out in clause 21 above.
26. 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

27. Personal information including an Entrant's name and email will be collected and used by Council to conduct this Competition and photos submitted may be used in Facebook posts and member newsletters.
28. 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.
29. Entrants may access, change or update their personal information by emailing Council at customer.service@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

30. 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.
31. 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.
32. Each Entrant warrants that their entry is not in breach of any third party's intellectual property rights.

PUBLICITY

33. 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.

SOCIAL MEDIA PLATFORMS

34. By using and entering this Competition on Facebook and/or email each Entrant:
 - (a) agrees to comply with Facebook's terms of use; and
 - (b) releases Facebook from all claims based on, related to or arising from the Competition; and
 - (c) acknowledges and agrees that this Competition is in no way sponsored, endorsed, administered or affiliated with Facebook.
35. Council is not responsible for any loss, damage or injury to any Entrant resulting from entering or participating in this Competition including, without limitation, any such loss, damage or injury arising from any comments made, or material published, by third parties about the participant on any social media platform in connection with this Competition.

GENERAL CONDITIONS

36. 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.
37. 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.
38. Council reserves the right to request verification of the social media profile of Entrants and of the age, identity, residential address of Entrants and any other information relevant to entry into or participation in this Competition. Verification is at the discretion of Council, whose decision is final. Council reserves the right to disqualify any individual who submits an entry that is not in accordance with these terms and conditions, or who is involved in any way in interfering or tampering with the conduct of this Competition. Failure by Council to enforce any of its rights does not constitute a waiver of those rights.
39. 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.
40. 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.
41. 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.
42. Council reserves the right to cancel, terminate, modify or suspend the Competition or amend these terms and conditions, subject to any applicable law.
43. 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.