

Competition Terms and Conditions

1. Participation in this competition for **Whitehorse Christmas Treasure Hunt 2021 (Competition)** is subject to the following terms and conditions (**Terms and Conditions**). All information provided on how to enter the Competition and each prize available to each 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 379-399 Whitehorse Road, Nunawading, Victoria 3131 (Council)**.

COMPETITION PERIOD

3. The Competition commences at 9.00am AEDT on 01/12/2021 and ends at 11.59pm AEDT on 24/12/2021 (**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.
7. Entrants may only claim one prize during the duration of the competition. The same entrant, or another entrant for the same household, cannot win multiple prizes throughout the competition.

HOW TO ENTER THE COMPETITION

8. To enter this Competition, a person (**Entrant**) must, during the Competition Period:
 - 8.1 Using clues posted to the Whitehorse Festivals Season social media account, search for and find hidden presents located around the Whitehorse City Council municipality during the duration of the competition. Participants will be required to provide their name, email and contact phone number to be eligible to collect the prize.
 - 8.2 A Second Chance Draw prize will be available to participants who arrive at the hidden location after the prize has been claimed. A QR code will link to a form where entrants can submit their name, address, telephone number and email to be included in the draw.

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 daily between 1/12/2021 and 24/12/2021. The Second Chance Draw will take place at 2.00pm AEDT on 24/12/2021 at 379-397 Whitehorse Road, Nunawading VIC 3131 379-399 Whitehorse Road, Nunawading VIC 3131 (**Prize Draw Date**).

The first valid participant to find the daily prize will be the Winner of that Daily Prize and the first valid entries drawn in the Second Chance Prize Draw will each be a Winner of a Supplementary Prize.

11. 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)

12. The Prizes consist of a selection of items and vouchers valued at between RRP \$30 and RRP \$450 throughout the duration of the competition. The prizes are not transferrable or redeemable for cash. Where the prize is a voucher, the voucher is valid until the expiry date specified on the voucher or by the gift provider. Council will not be responsible for any gift or voucher that is lost or stolen. Any and all additional expenses associated with any gift, voucher or prize other than those expressly referred to in this clause will be at the Winner's cost.
13. 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.
14. 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.
15. Entrants acknowledge that use of, or participation in, a Prize carries inherent risk. Use of a Prize may be subject to obtaining medical clearance. Council or Prize supplier may require each Winner to sign an agreement releasing Council and/or Prize supplier from all liability arising from the Winner's use of the Prize.
16. The Prize is subject to the terms and conditions of any affiliated third party supplier for that specific prize.
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.

PRIZE DELIVERY

18. Prizes will be made available for collection, delivered, paid or transferred to each Winner within 30 days.

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 notified within 7 days.
21. Winners will be notified in writing by email or by SMS to the email address or phone number submitted at the time of entry.

UNCLAIMED PRIZES

22. All Prizes will be distributed during or after the close of the Competition.
23. Council will make reasonable efforts to identify and locate each Prize Winner.
24. If any Prizes (other than perishable Prizes) remain unclaimed within three months after the Prize Draw Date, an unclaimed prize draw will be held at the offices of **Whitehorse City Council**, 379-399 Whitehorse Road, Nunawading VIC 3131 on 25/03/2022 at 2.00pm AEDT (**Unclaimed Prize Draw**).
25. Winners of the Unclaimed Prize Draw will be notified in the same manner as set out in clause 21 above. Winners names will be published in the same manner as set out in clause **Error! Reference source not found.** 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, address, telephone number and email will be collected and used by Council to conduct this Competition (**Purposes**).
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 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 Major Prize and Minor Prizes or use of the Major Prize and Minor Prizes.

- 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.