## **Visit Nillumbik Competitions and Offers**

## **TERMS AND CONDITIONS**

## **Definitions**

In these terms and conditions, unless otherwise stated:

1

- a) The 'Promoter' is Nillumbik Shire Council (ABN 64 487 894 794) of Civic Drive, Greensborough Victoria 3088.
- b) 'Visit Nillumbik' is an initiative from the Nillumbik Shire Council from the Economic Development Team.
- 2. From time to time Visit Nillubmik run offers or competitions in collaboration with local businesses. In the case of game of skill, each entry will be individually judged based on its literary and creative merit. In the case of game of chance, winners are based on random selection.
- 3. Participation in any promotion or competition is deemed acceptance of these Terms and Conditions.
- 4. When there is a game of chance, Nillumbik Shire Council operates in accordance with the Victorian Commission for Gambling and Liquor Regulation (VCGLR) regulations.
- 5. Employees (and their immediate families) of the Promoter (including but not limited Nillumbik Shire Council staff and judges) and agencies associated with this promotion are ineligible to enter. 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 1st cousin.
- 6. Prize, how to enter and the datea of commencement of the promotion are shown within the posts or promotion. Only the winner(s) will be notified by direct message on their social account and must respond within 48 hours or the prize may be re-allocated. Relocation will be based on remaining competition entrants.
- 7. Nillumbik Shire Council reserves the right to share entry data with the prize promoter. On the occasion that this occurs, Nillumbik Shire Council will clearly specify this for privacy reasons.
- 8. To enter, entrants must follow the instructions given in the individual post/s or email or web page.
- 9. One entry per person and per household. Multiple entries from the same person or same household will be disqualified.
- 10. The promoters decision is final and no correspondence will be entered into.
- 11. Prize is not transferable or exchangeable and cannot be taken as cash. No responsibility is accepted for any variation in the value of the prize. Transport to and from an event and all other ancillary costs are the responsibility of the winner.

- 12. All competition entrants must reside in Australia. Winners entering from outside Australia will not be valid.
- 13. All entries in the competition become the property of the Promoter. The Promoter collects personal information from entrants to conduct the competition and may, in the course of business, disclose the personal information to third parties, as required. Entry in this competition is conditional on provision of the personal information requested. Entries may be entered into a database and the Promoter may use the entrants' names and addresses for future promotional, marketing and publicity in various forms by the Promoter, and the entrant consents to such use. Entrants may direct any request to access their personal information to the Promoter. Additionally, all literary works submitted as part of an entry become the property of the Promoter and it is a condition of entry that those literary works may be used by the Promoter for their own promotional, marketing and publicity purposes without restriction. The promoter may share the entry details with the prize provider.
- 14. The Promoter reserves the right to modify, suspend or terminate the competition without notice.
- 15. The Promoter is not liable for any loss (including loss of opportunity) or damage (including, but not limited to, direct, indirect or inconsequential loss) or personal injury in relation to this competition or the use of, or participation in, the prize.
- 16. Terms and conditions of any prize tickets must be adhered to. Some events have age restrictions and these must also be adhered to.
- 17. Prizes can only be sent to addresses in Australia and any tickets are only valid in Australia.
- 18. These Terms & Conditions will bind this and any future entry by you into a competition on this site and may be updated from time to time.

## General

- 19. Incomplete, indecipherable entries will be deemed invalid.
- 20. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
- 21. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.

- 22. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
- 23. Any cost associated with accessing the promotional website or relevant social media platform is the entrant's responsibility and is dependent on the Internet service provider used.