

## Yarra Take Climate Action Survey Giveaway

### TERMS AND CONDITIONS

#### General

1. The Promoter is Yarra City Council, 333 Bridge Road Richmond Victoria.
2. Information on how to enter and prizes form part of the entry. Entry into the competition is deemed acceptance of these Terms and Conditions.
3. If there is any inconsistency between these Terms and Conditions and anything else that refers to this competition, these Terms and Conditions will prevail.

#### Who Can Enter

4. Entry is open to anyone over the age of 18 except employees and immediate families of the Promoter and their associated companies and agencies. Immediate family includes the following: spouse, ex-spouse, defacto 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.
5. Entrants must be 18 years of age or older as at the date of entry in order to be eligible to enter the competition.
6. The Promoter reserves the right to request winners to provide proof of identity in order to claim a prize. Proof of identification considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.

#### When to Enter

7. The competition commences upon the publication on the Yarra City Council website of the giveaway details and concludes at 11.59pm on Sunday 16 October 2022. Entries must be received by the Promoter prior to the competition close date and time.
8. The time of entry will in each case be the time the online entry is received by the Promoter's database, not at the time of transmission by the entrant.
9. The Promoter accepts no responsibility for any late, lost or misdirected entries due to technical disruptions, network congestion or for any other reason.

#### How to enter

10. Entrants may enter the competition by completing the Take Climate Action survey at <https://survey.alchemer.com/s3/6988123/Climate-Action-Survey-2022> and entering their email address in the relevant field.
11. Any entry that is made on behalf of an entrant by a third party will be invalid, unless the entrant requires the assistance of a third party to enter due to language, disability or technical capability.
12. Only one entry may be made by each person. Multiple entries by the same person will result in all entries by that person being disqualified.
13. The Promoter reserves the right to disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these Terms and Conditions of Entry or who has, in the opinion of Promoter, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or

reputation of the Promotion and/or Promoter. This includes, but not limited, to entrants using multiple email addresses.

14. Prize is not transferable and cannot be redeemed for cash.
15. There is no entry fee and no purchase necessary to enter.

#### **Selection and Notification of Winners**

16. The two winners will be selected by the promoter at random.
17. The Promoter's decision is final and the Promoter will not enter into correspondence regarding the competition result or any other decisions the Promoter makes in connection with the Promotion.
18. The winners will be notified by email.
19. The prizes will be awarded to the persons named in the entry. However, in a dispute, will be awarded to the account holder of the entry mechanism used to submit their entry (i.e. email account holder).
20. Should an entrant's contact details change during the promotional period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.
21. In the event that the winner is not able to be contacted, The Promoter will continue to attempt to contact the winner over a three month period, at which point the Promoter will perform a redraw to source another winner.

#### **Prize On Offer**

22. The prize is one \$100 gift voucher to STREAT. There are two prizes available.
23. The Promoter accepts no liability for any injuries or other experienced by the winner while undertaking activities or travel related to this competition and prize. The Promoter accepts no liability for costs incurred whilst undertaking activities related to this competition.
24. The promoter is not responsible for inaccurate prize details supplied to any entrant by any third party connected with a game.
25. The prize is as stated and no cash or other alternatives will be offered. A prize(s) are not transferable. Prize(s) are subject to availability and we reserve the right to substitute any prize with another of equivalent value without giving notice.

#### **Use of Personal Information**

26. Any personal information you provide in the course of this Competition will be subject to these Terms and Conditions and to the Promoter's Privacy policy. You agree that the Promoter will use the contact details you provided as part of your entry to contact you in the event you are selected as one of the winners.
27. By entering the Competition, you agree to your personal information being used for the purposes described in these Terms and Conditions, including the purposes of assessing your eligibility, administering the Competition, prize fulfilment, and for contacting you if you are selected as a winner.

#### **Other**

28. The promoter reserves the right to cancel or amend a game and these terms and conditions without notice in the event of a catastrophe, war, civil or military disturbance or any actual or anticipated breach of any applicable law or regulation or any other event outside of the

promoter's control. Any changes to a game will be notified to entrants as soon as possible by the promoter.

29. A game and these terms and conditions will be governed by Australian law and any disputes will be subject to the exclusive jurisdiction of the courts of Australia.
30. All promotions are in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram or any other social network.