
COMPETITION TERMS AND CONDITIONS

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Competition Terms and Conditions

Item 1	Promoter	Bunjil Place, Casey City Council of Patrick North East Drive, Narre Warren Victoria 3805
Item 2	Competition	Doggy Photos and Videos Call Out
Item 3	Entry Period	Commences: 3 May 2023, 9am Closes: 28 May, 11.59pm
Item 4	How to Enter	<ul style="list-style-type: none">• Record your video (in landscape format) or take a photo of your dog.• Upload the video to WeTransfer and copy the link• Fill out the online entry (pasting the link into the relevant section)• Press send and entry is complete!
Item 5	Draw	All entries received during the Entry Period will be considered for exhibition on the Bunjil place Outdoor Screen during the exhibition of the Lost Dogs Disco 23 June – 16 July.
Item 6	Winner(s) Notification	Successful entries will be notified via email within one week of the exhibition period. The Winner of the \$200 Westfield Gift Voucher will be notified via email 2 weeks after the submission closure date and published via Bunjil Place website.
Item 7	Prize	The most creative and fun entry will win a \$200 Westfield Gift Voucher!

1. ACCEPTANCE OF TERMS AND CONDITIONS

By entering this Competition, you, as the Entrant acknowledge and agree that:

- 1.1. Information on how to enter and the conditions of entry form part of these Terms and Conditions;
- 1.2. Participation in the Competition is deemed acceptance of the Terms and Conditions;
- 1.3. All Items may be subject to further conditions contained in attached clauses;
- 1.4. Any and all costs associated with entering the Competition remain the responsibility of each Entrant;
- 1.5. All details provided by the Entrant are true and accurate.

2. ELIGIBILITY

- 2.1. Entry is open to Australian Residents.
- 2.2. Employees of the Promoter and their immediate families are ineligible to enter the Prize Draw. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child

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(whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.

- 2.3. Entrants under the age of 18 years must provide parental or guardian consent to enter the Competition.

3. HOW TO ENTER

- 3.1. To enter the Competition, the Entrant must follow the procedure specified in Item 4 to the extent that Item 4 is not inconsistent with these Terms and Conditions.
- 3.2. Entries will be deemed invalid if submitted outside of the Entry Period specified in Item 3.
- 3.3. Entries will be deemed invalid if the Entrant provides an incomplete or invalid form
- 3.4. Entrants may submit as many entries as desired.

4. DRAW DETAILS

- 4.1. The Promoter will select the winner following the procedure specified in Item 5.
- 4.2. The Promoter reserves the right to draw reserves in case of an invalid entry or an ineligible Entrant.

5. WINNER(S) NOTIFICATION

- 5.1. The names of the winner will be published on the Bunjil Place website. If agreed by the winner.
- 5.2. The winner will be notified by the procedure outlined in Item 6.
- 5.3. Whilst best efforts will be made to contact the winner, the winner may be substituted via a second draw will forfeit the Prize in whole if:
 - 5.3.1. The winner fails to respond within one week of receiving notification; or
 - 5.3.2. The winner of the first draw cannot be reasonably identified or notified and reasonable efforts made by the Promoter to identify and notify the winner were unsuccessful.
- 5.4. The winner of the second draw will be notified via email within 2 working days of the second draw.

6. PRIZE

- 6.1. The Prize is specified in Item 7.
- 6.2. The Prize value is the recommended retail value in Australian dollars and is correct at time of printing. The Promoter takes no responsibility for variations in the Prize value.
- 6.3. The Prize is not exchangeable or redeemable for cash or other prizes. The Prize is provided by the Promoter. Transport, parking and any other costs associated with redeeming the Prize are at the winner(s)' expense.
- 6.4. The Prize can be collected at Bunjil Place, 2 Patrick North East drive Narre Warren. Or it can be mailed via registered post to an Australian postal address provided in writing by the winner within 28 after the Draw.
- 6.5. The Prize is subject to availability, non-transferable and not exchangeable. The Promoter is not

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responsible or liable if for any reason beyond their reasonable control if any element of any Prize is not provided. The Promoter may substitute a different prize of equivalent value in place of any prize referred to in these terms and conditions, only where the circumstances in which the Prize has become unavailable are beyond the reasonable control of the Promoter and reasonable attempts have been made to reach an agreement with the winner of the Prize were unsuccessful and the prize is of the same or greater value than the original Prize. The Prize does not include any other costs of a personal nature not stated. The Prize must be taken as stated and no compensation will be payable if the recipient is unable to use it as stated.

- 6.6. The Promoter will not be liable for any loss or damage whatsoever (including but not limited to direct or consequential loss) or any personal injury suffered or sustained in connection with the Prize except for any liability that cannot be excluded by law.
- 6.7. The Promoter reserves the right to request proof of identity, proof of residency and proof of entry validity. Proof of identification, residency and entry considered suitable for verification is at the absolute discretion of the Promoter. In the event that a winner(s) cannot provide suitable proof the winner(s) will forfeit the Prize in whole and no substitute prize will be offered.
- 6.8. The prize winner are awarded based on originality, creativity, fun and dog in the image. decision is final and no correspondence will be entered into.

7. PRIVACY

- 7.1. By entering into this Competition, the Entrant consents to any personal information collected being used by the Promoter for the purpose(s), or directly related purpose(s), of conducting the Competition.
- 7.2. Successful entrants consent to the Promoter using presenting their entry on the Bunjil Place Outdoor Screen and on the Bunjil Place YouTube channel during the Lost Dogs Disco exhibition , 23 June – 16 July 2023.
- 7.3. The personal information collected will not otherwise be disclosed unless permitted or required by law. If the information is not collected, your entry to the Competition may be invalid. Requests for access to and/or amendment of personal information should be made to the Promoter's Privacy Officer.
- 7.4. The Entrant consents to the Promoter using any intellectual property submitted with the entry other than the personal information of the Entrant including the name, address and contact details of the Entrant.

8. RELEASE AND INDEMNITY

- 8.1. Nothing in these Terms and Conditions limits, excludes or modifies the statutory consumer guarantees as provided under the *Competition and Consumer Act 2010* (Cth) or the *Australian Consumer Law and Fair Trading Act 2012* (Vic), as well as other warranties (express or implied) under any state, federal or national legislation which cannot be excluded and all Entrants release from, and indemnify the Promoter against all liability, cost, loss or expense arising out of acceptance of any prize(s) or participation in the promotion including (but not limited to):
 - 8.1.1. loss of income, loss of opportunity, personal injury and damage to property, whether direct or consequential, foreseeable, due to some negligent act or omission or otherwise;
 - 8.1.2. any technical difficulties or equipment malfunction (whether or not under the Promoter's

control), any theft, unauthorised access or third party interference, any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter, or use of a prize.

9. GENERAL

- 9.1. All decisions and actions of the Promoter relating to the Giveaway and/or redemption of the prizes are exercised at its absolute discretion and are final. No discussions or correspondence with Entrants or any other person will be entered into.
- 9.2. The Promoter accepts no responsibility for any incorrectly submitted, incomplete, late, lost or misdirected entry cards or, for any technical malfunction of any communications network.
- 9.3. There are no charges to enter the Competition. Any costs arising directly or indirectly with entering the Competition are the Entrant's responsibility.
- 9.4. The Promoter reserves the right, at their discretion to:
 - 9.4.1. adjudicate on the eligibility of applicants;
 - 9.4.2. disqualify any participant where the Promoter reasonably suspect any unlawful or improper conduct, such as infringing a third party's intellectual property rights; and
 - 9.4.3. modify, suspend, terminate or cancel the Competition, as appropriate.

10. INTELLECTUAL PROPERTY

- 10.1. The Entrant retains the intellectual property rights of all material submitted, but provides a perpetual licence to the Promoter to retain, display in exhibitions, publish, catalogue, sell copies and publish thumbnails of all entries on the Promoter's website and other internet platforms.
- 10.2. By entering the Competition, the Entrant warrants that permission has been obtained from authorised persons (including but not limited to copyright, trade mark, patent and/or design owners and individuals depicted in any photographs or images) to publish the entries on the Promoter's website, or use the material in marketing, in print and/or electronically.
- 10.3. By entering the Competition, the Entrant indemnifies the Promoter against all and any actions, claims or damages, arising from unauthorised use of the photographs (including but not limited to infringement of intellectual property rights) that may be taken against the Promoter by authorised persons.
- 10.4. The winner(s) agree to participate as required in promotional activities relating to the competition, including but not limited to, being interviewed and photographed. The winner(s) agree to grant the Promoters a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide.