

# Competition Terms and Conditions

1. This Competition forms part of the Whitehorse Visitor Survey to support community engagement and feedback. Participation in this competition for Visit Whitehorse Survey (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 9am AEST on 22 June 2026 and ends at 11:59 AEST on 14 July 2026 (**Competition Period**).

## WHO CAN ENTER THE COMPETITION

4. You are eligible to enter the Competition if you are:
  - 4.1 aged 18 years or over, or aged 16 years or over and have the consent of your parent or guardian to enter; and
  - 4.2 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:
  - 7.1 Complete and submit a response to the Visit Whitehorse Survey and opt in to the prize draw. Entrants must provide contact details if they wish to participate in the prize draw. Participation in the prize draw is optional and separate from completing the survey.
  - 7.2 A limit of one entry applies per person. Council reserves the right to exclude incomplete, duplicate or invalid survey responses

## DRAW DATE AND TIME

8. All valid entries will be included in the draw for a Prize (**Prize Draw**).
9. The Prize Draw will take place at 12pm AEST on 16 July 2026 at Whitehorse City Council (**Prize Draw Date**).
10. The first 10 valid entries drawn in the Prize Draw will be the Winner of the Prize. The draw will be conducted

using a random selection method.

The Prize will be distributed in accordance with clause 18 below. Winning is not contingent on being present at the draw.

11. The Prize Draw will be scrutinised by an independent person.

### **PRIZE(S)**

12. There are 10 prizes available to be won. Each prize is a Shop Local gift card valued at \$100 (Prize). The gift card can be used in a similar way to a credit card at any store in Whitehorse that accepts card payments. The gift card is valid until the expiry date specified on the gift card or by the gift card provider. The gift card is not transferable and cannot be redeemed for cash. Council will not be responsible for any gift card that is lost, stolen, damaged, or used without authorisation.
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. 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**

16. Winners will have the option of collecting their prize or receiving it in the mail. Prizes will be either posted or offered for collection to each Winner within 30 days.

### **PRIZE SUBSTITUTION**

17. 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**

18. Winners will be notified within 7 business days of the prize draw.
19. Winners will be notified in writing by email, by SMS or via a phone call to the email address or phone number submitted at the time of entry.
20. Winners names will not be published unless prior approval has been obtained.

### **UNCLAIMED PRIZES**

21. All Prizes will be distributed during or after the close of the Competition.
22. Council will make reasonable efforts to identify and locate each Prize Winner.
23. If any 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**, on 2 October 2026 at 12pm AEST (**Unclaimed Prize Draw**).

24. Winners of the Unclaimed Prize Draw will be notified in the same manner as set out in clause 18 and 19 above.
25. 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**

26. Personal information including an Entrant's name and contact details will be collected and used by Council for the purposes of administering this Competition, including contacting winners. Council will handle personal information in accordance with its Privacy Policy, available at [www.whitehorse.vic.gov.au/privacy-statement](http://www.whitehorse.vic.gov.au/privacy-statement).

### **INTELLECTUAL PROPERTY AND MORAL RIGHTS**

27. 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.
28. 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.
29. Each Entrant warrants that their entry is not in breach of any third party's intellectual property rights.

### **PUBLICITY**

30. Council will not publish or otherwise make public the names or personal details of Winners without Winners' consent. Council may publish a general statement on the Your Say platform confirming that the prize draw has taken place and that winners have been contacted.

### **GENERAL CONDITIONS**

31. 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.
32. 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.
33. 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.
34. 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.

- 35. 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.
- 36. Council reserves the right to cancel, terminate, modify or suspend the Competition or amend these terms and conditions, subject to any applicable law.
- 37. 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.