

Wyndham City Council Three-Year-Old Kindergarten Community Survey Promotion (2020)

1. **How to Enter:** entry to Wyndham City Council's (*Promoter*) promotion (*Promotion*) is open to all Wyndham City residents who are parents or guardians of children aged 0-6 years and is subject to these Terms and Conditions (*T+Cs*). To enter the Promotion, entrants must, during the Promotional Period closing 23 February 2020, complete and submit the online or face-to-face Wyndham City Council survey, providing their entry details.
2. **Acceptance of T+Cs:** these T+Cs, together with all other information and instructions provided prior to entering the Promotion, form part of the rules of entering the Promotion and participation in the Promotion is deemed acceptance of these T+Cs.
3. **Eligible Entrants:** Council staff, Councillors and their immediate families are not eligible to enter.
4. **Duration of Promotion:** The Promotion will be valid from 22/01/20 to 23/02/20 (inclusive) at 11.59pm (the **Promotional Period**).
5. **Entry:** Entrants will receive one automatic entry into the Promotion upon their submission of the Wyndham City Council Survey during the Promotional Period. The use of any automated software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid. The Promoter is not responsible for any technical malfunctions of computer, online or wireless systems, servers or providers, computer equipment, software or other problems resulting from participation or sending or receiving any communication or materials associated with this Promotion.
6. **Number of Permitted Entries:** up to one entry only will be granted per survey submission.
7. **Selection of Winner:** All entrants who submit the Wyndham City Council Survey during the Promotional Period will receive only entry into the draw. Five (5) winners will be randomly selected from the draw as the prize winners following the conclusion of the applicable Promotional Period.
8. **Prize Details:**
Each of the five winners selected will receive a \$200 Coles/Myer gift card.
9. **Costs Associated with Use of Prize:** The winner is responsible for organising and paying all costs and expenses associated with use of the prize including but not limited to flights, transport, parking, insurance, transfers, spending money and accommodation (if applicable).
10. **Delivery of Prizes to Winner(s):** The Promoter will arrange for the prize to be delivered to the winner to an address within Australia by mail.
11. **Prize Value:** The total prize pool is valued at \$1,000 (Australian dollars). Each individual prize is valued at \$200 (Australian dollars) each.
13. **Prizes Not Transferable:** the prize, or any part of the prize, is not transferable or exchangeable and cannot be taken as cash.
14. **Use of Prize:** If for any reason a winner does not redeem a prize, or part of a prize, at the time stipulated by the Promoter, then the prize, or part of the prize, will be forfeited.
15. **Winner Notification:** the winner will be promptly notified by email or phone following the end of the Promotion.
16. **Validity of Entries:** The Promoter reserves the right at any time to verify the validity of entries and entrants (including an entrant's identity and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these T+Cs or who tampers with the entry process. 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. Errors and omissions may be accepted at Promoter's discretion. The Promoter's failure to enforce any of the Promoter's rights at any stage does not constitute a waiver of those rights.

17. **Late Entries + Time of Receipt:** The Promoter accepts no responsibility for late, incomplete, or misdirected entries all of which are deemed invalid. All entries are deemed to be received at the time of Promoter's receipt of the entrant's completed survey, not at the time of submission or transmission by the entrant.
18. **Modification:** The Promoter reserves the right to the fullest extent permitted by law to: (a) disqualify any entrant who tampers with the entry process; and (b) cancel, terminate, modify or suspend the Promotion at any time, subject to any written directions from a regulatory authority.
19. **Personal Information:** Your personal information is being collected for the purpose of enabling you to enter this competition and will be disclosed to staff involved in the administration of the competition. Your personal information will otherwise be handled in accordance with the *Privacy and Data Protection Act 2014* and Wyndham City Council's [privacy policy](#).
20. **Promoter's Liability:** nothing in these T+Cs limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the *Competition and Consumer Act 2010*, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia (**Non-Excludable Guarantees**). Except for any liability that cannot be excluded by law, including the Non-Excludable Guarantees, Promoter (including the Promoter's officers, employees and agents) is not responsible for and excludes all liability (including negligence) for any personal injury; or any loss or damage including loss of opportunity; whether direct, indirect, special or consequential, arising in any way out of the Promotion, including, but not limited to, where arising out of the following: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after receipt by the Promoter) due to any reason beyond the Promoter's reasonable control; (d) any variation in prize value to that stated in these T+Cs; (e) any tax liability incurred by a winner or entrant; (f) participation in the Promotion, use of any prize or attendance at the Promoter; (g) if any prize event is cancelled or delayed for any reason beyond the reasonable control of the Promoter; and/or (h) redemption of the prize.
21. **Advertising Channels:** any Promotion promoted or run through or in connection with third party platforms or the Promoter's social media accounts is not sponsored, endorsed, administered by, or associated with those platforms and entrants acknowledge that applicable platforms have no liability to entrants in relation to the Promotion. Entrants agree to fully release applicable platforms from any and all liability in relation to their participation in this Promotion. All information entrants provide in connection with this Promotion is to the Promoter and not to applicable platforms.
23. **Promoter:** Wyndham City Council ABN 38 393 903 860 trading as 'Wyndham City Council'. Address: 45 Princes Hwy, Werribee VIC 3030. Email: mail@wyndham.vic.gov.au Phone: + 61 3 9742 0777. Fax: + 61 3 9741 6237. Any questions, comments or complaints regarding this Promotion should be directed only to Wyndham City Council via mail@wyndham.vic.gov.au or phone + 61 3 9742 0777 and not to Facebook or any other platform through which the Promotion may be promoted.