

Term & Conditions

Competition details

Wodonga Council (**the council**) invites you to enter the 'Love Wodonga' competition (**competition**) on these terms and conditions (**Terms and Conditions**).

To enter the competition and be in the running to win \$300 worth of shopping vouchers at local businesses, you must upload one photograph of a Wodonga place or activity through the online entry form and provide your contact details to sign-up for Wodonga Council's fortnightly e-news '*CityLife*'.

The council will select photographs to feature on the council's Facebook page.

Submissions must be uploaded by no later than 5pm Monday, February 13, 2017.

Participants who submit their details and photograph on or before 5pm on Friday, February 10, 2017 will be placed in a lottery draw and the winner will be selected by random ballot on Tuesday, February 14, 2017. The council will contact the winner directly and announce it via Instagram, Facebook and Twitter.

Wodonga Council employees or their families are not eligible to go into the draw.

Terms and Conditions

1. You may enter this competition if:
 - a. you are an individual over the age of 18;
 - b. you are not a Wodonga Council employee or a family member of a Wodonga Council employee; and
 - c. you are not a company or other legal entity.
2. In order to enter the competition:
 - a. you must provide one photograph of a Wodonga place or activity;
 - b. you must caption the photograph with location details; and,
 - c. you must sign-up for Wodonga Council's e-news '*CityLife*' before 5pm Monday, February 13, 2017.
3. By submitting a photograph and your sign-up details for the competition, you accept and agree to be bound by these Terms and Conditions.
4. Entry into the competition is free.
5. The council will randomly select photographs to feature on the council's Facebook page and Twitter.
6. You acknowledge and agree that:
 - a. you will not be able to modify your photograph after it has been submitted;
 - b. if your photograph features on the council's Facebook page and Twitter account, this is not an indication that you are, or will be, the winner of the competition;
 - c. the council may select participants whose photographs have not featured on its Facebook page and Twitter account as the winner of the competition; and,
 - d. the council's decision is final and no correspondence will be entered into with unsuccessful participants as to the merits of the winner of the competition.
7. All participants will be placed in a lottery draw to win \$300 worth of shopping vouchers at local businesses. The winner will be selected by random ballot on Tuesday, February 14, 2017.

8. The participant who is selected as the winner of the competition will be advised by the council and via Instagram, Facebook and Twitter and will be invited to contact the council to redeem the voucher. Unsuccessful participants will not be contacted.
9. You agree that if you are the winner of the competition, you will be available to feature in media activities about the competition to be co-ordinated by the council, and that you will provide other assistance as necessary.
10. The vouchers cannot be exchanged for cash and must be used with the named business before the expiry date.
11. At any time during the competition or after the winner of the competition is announced, the council may exhibit the winning photograph and other photographs submitted by participants on the council's Facebook page, Twitter account, Instagram, or in any other media, social media, digital media, electronic and print promotion, publication or exhibition.

Privacy

13. By submitting your sign-up details and photograph to the competition, you agree to the council accessing, using, storing and disclosing your personal information in accordance with the Information Privacy Principles (IPPs) (or their successor) as outlined in the *Privacy and Data Protection Act 2014*, the Privacy Collection Statement (see below) and these Terms and Conditions.
14. Any complaints about privacy matters can be addressed to media@wodonga.vic.gov.au

Privacy Collection Statement

1. The council is committed to protecting information provided in accordance with the principles of the *Privacy and Data Protection Act 2014*.
2. Any photographs you enter in the competition may be stored and used by the council on the council's website and on the council's Facebook, Twitter and Instagram accounts.
3. The council will use the photographs you enter for the purpose of the competition. It may also be reproduced on the council's website and social media channels and other digital media, in electronic and print promotions, publications and in exhibitions.
4. The competition is a social media competition; please be aware of this and ensure you have the consent of all individuals that appear in the photos you enter.
5. You may access a copy of information held by the council as a result of your entry by contacting media@wodonga.vic.gov.au.
6. No law explicitly requires this information to be collected.
7. Social media usernames may be published on the council's website and may be published on the council's Facebook, Instagram and Twitter accounts.

Intellectual Property

15. Subject to the conditions below, you will retain all copyright and any other Intellectual Property Rights in the photographs.
16. By submitting your photographs to the competition:
 - a. you grant the council a non-exclusive, worldwide, royalty-free licence to use, reproduce, publish, distribute and communicate the photographs on its websites, social media and other digital media, in electronic and print promotions, publications and in exhibitions;

- b. to the extent permitted by law, you irrevocably and unconditionally consent to the council's acts or omissions in relation to your moral rights and rights in the nature of moral rights in the photographs which may or might otherwise constitute a breach or infringement of those moral rights and waive your moral rights and rights in the nature of moral rights in the photographs; and,
- c. you agree that, without limitation, the council has the unlimited right to alter and/or use the photographs for the purposes set out in these Terms and Conditions and you will not permit, support, commence or maintain any action or proceeding on the ground that any version of the photographs infringes any of your moral rights or rights in the nature of moral rights.

Warranties

- 17. By submitting your photographs to the competition, you warrant that:
 - a. you are the sole creator and owner of the photographs you have submitted;
 - b. you are at least 18 years old;
 - c. the photograph does not infringe any third party's Intellectual Property Rights;
 - d. the photograph was not taken by trespassing on anyone's property or invading anyone's privacy;
 - e. you have complied with all applicable laws, regulations and codes and obtained all necessary releases to submit your photographs to the competition;
 - f. the photographs do not contain Inappropriate Material; and,
 - g. you have not otherwise breached these Terms and Conditions.
- 18. The council reserves the right to disregard any photograph that breaches any of these warranties.

Liability

- 19. The council and its officers, employees and agents assume no responsibility or liability for any loss, costs, damage, expenses or injury (including without limitation special, indirect or consequential losses, or loss of profits) arising in any way out of the following:
 - a. any incorrect or inaccurate information, or for any faulty, failed, garbled or jumbled electronic data transmissions;
 - b. any unauthorised access to, or theft, destruction or alteration of photographs at any point in the operation of this competition;
 - c. any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, computers or providers used in any aspect of the operation of the competition;
 - d. inaccessibility or unavailability of the internet or any the website or any combination thereof;
 - e. any injury or damage to participants or to any other person's computer which may be related to or resulting from any attempt to participate in the competition or download any materials in the competition;
 - f. any infringement of third party's Intellectual Property Rights, breach of confidentiality or breach of privacy caused by the submission of a photograph;
 - g. any defamatory statement; or
 - h. any unlawful activity by you or breach of these Terms and Conditions.

By participating in the competition, you voluntarily and knowingly release, discharge and relinquish any and all claims, actions and lawsuits of any kind against the council agree that no claim relating to any loss or injury arising as a result of any of the above shall be made against the council.

20. You indemnify and hold the council and its officers, employees and agents (**Indemnified Party**) harmless against any loss, damage, claim, action or expense (including legal expense) which the Indemnified Party suffers as a direct or indirect result of any of the following:
- a. a breach of these Terms and Conditions;
 - b. any warranty given by you under these terms and conditions being incorrect or misleading in any way;
 - c. any infringement of third party's Intellectual Property Rights, breach of confidentiality or breach of privacy caused by the submission of a photograph;
 - d. any defamatory statement;
 - e. any unlawful activity by you or breach of these Terms and Conditions; or
 - f. any negligent act or failure to act by you.

Additional Rules

21. If, for any reason, the competition is not capable of running as planned for reasons which may, without limitation, include infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this competition, the council reserves the right at its sole discretion to cancel, terminate, modify or suspend the competition at any time in whole or in part. All participants agree to release the council from any and all liability, claims or actions of any kind whatsoever for injuries, damages or losses to persons and property which may be sustained in connection with any decision to do so or their participation in the competition.
22. Participation in this competition assumes the acceptance by participants of the Instagram, Facebook and Twitter Terms and Conditions.
23. By entering the competition, participants agree to be bound by these Terms & Conditions. The council reserves the right to modify the content of these Terms & Conditions with retroactive effect to ensure the good execution of the competition.

Definitions

For the purposes of these Terms and Conditions, the following definitions apply:

'**council**' means the Wodonga City Council (ABN: 63 277 160 265).

'**Inappropriate Material**' includes material that, is deemed by the council to be inappropriate, which may include material that:

- a. condones or promotes illegal activity;
- b. is obscene, offensive or derogatory to members of a particular race, nationality, sex, sexual orientation or religion or incite hatred of particular groups;
- c. is abusive, bullying or name calling of other people;
- d. is cruel to animals;
- e. contains excessive use of vulgar language;
- f. in any way exposes information of a private nature;
- g. condones cigarette, alcohol, or drug use;
- h. is sexually explicit;

- i. depicts violence, sadism or cruelty;
- j. includes any personal or commercial solicitation or advertising;
- k. is defamatory;
- l. is political in any way;
- m. contains sensitive information about a person's mental or physical health; or,
- n. any other material deemed to be inappropriate by the council.

'Intellectual Property Rights' includes all present and future copyright and neighbouring rights, all proprietary rights in relation to inventions (including patents), registered and unregistered trademarks, confidential information (including trade secrets and know how), registered designs, circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

'Participant' means any individual over the age of 18 who submits a photograph to the council in accordance with these Terms and Conditions.