

Term & Conditions

Competition details

Wodonga Council (**the council**) invites you to enter the 'Top Things to do in Wodonga for families e-news' competition (**competition**) on these terms and conditions (**Terms and Conditions**).

To enter the competition and be in the running to win a SupaTramp Wodonga voucher to the valued at \$95, you must sign-up to receive Wodonga Council's seasonal e-news '*Top Things to do in Wodonga for families*'.

You must sign-up no later than 5pm on Thursday, June 15, 2017.

Participants who sign-up on or before 5pm on Thursday, June 15, 2017 will be placed in a lottery draw and the winner will be selected by random ballot on Friday, June 16, 2017. The council will contact the winner directly and announce it via Facebook.

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 sign-up to receive Wodonga Council's e-news '*Top Things to do in Wodonga for families*' before 5pm on Thursday, June 15, 2017.
3. By submitting 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. You acknowledge and agree that 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.
6. All participants will be placed in a lottery draw to win a SupaTramp Wodonga voucher to the valued at \$95. The winner will be selected by random ballot on Friday, June 16, 2017.
7. The participant who is selected as the winner of the competition will be advised by the council via email and will be invited to contact the council to redeem the voucher. Unsuccessful participants will not be contacted.
8. 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.
9. The vouchers cannot be exchanged for cash and must be used with the named business before the expiry date.

Privacy

13. By submitting your sign-up details, 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.

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.