

# Terms and Conditions Relating to Bondi Festival “Wrap-Up Survey” Competition

The ‘Promoter’ for the **Bondi Festival “Wrap-Up Survey” Competition** (the “**Competition**”) is:

Waverley Council (ABN: 12 502 583 608) of registered address: 55 Spring Street, Bondi Junction NSW 2022

These Terms and Conditions, together with any specific rules or conditions explained or notified by the Promoter as relevant to this Competition apply to all entrants completing the relevant action required to be entered into the Competition (the “**Entrants**”).

## 1. Eligibility

1.1. This Competition is open to Australian residents only. Entrants must be over the age of 18.

1.2. Employees of the Promoter or any associated company and their immediate family as well as sponsors of the Festival and their employees and their immediate family, or anyone else involved in the organisation of the Festival, may not enter the Competition.

1.3. Entrants will require access to the internet to enter the Competition. The Competition is free to enter and no purchase is necessary.

1.4. In entering the Competition, Entrants are confirming that they are eligible to do so and eligible to claim the Prize. The Promoter may require an Entrant to provide proof that they are eligible to enter the Competition.

## 2. How to enter

2.1 To enter the Competition:

- 2.1.1 Entrants must complete the online 'Have Your Say' survey associated with the Competition
- 2.1.2 Entrants must provide their full name and email address ("**Details**").
- 2.2 Entries must be made between 9:00AM AEST, Wednesday 27 July 2022 and 11:59PM AEST on Sunday 21 August 2022 ("**Competition Period**") to be valid. The Promoter's computer is the official time-keeping device for the Competition.
- 2.3 Entries received after the end of the Competition period will not be valid.
- 2.4 All Entrants (including the winners) must comply with any reasonable directions given to him/her/them by the Promoter in connection with the Competition. Failure to comply with such directions may result in an invalid Entry and/or withdrawal of the Competition.
- 2.5 No responsibility can be accepted for entries not received for whatever reason, including lost, delayed or incomplete entries and proof of transmission will not be accepted as proof of receipt of entry to the Festival.

### **3. Winner selection and contact**

- 3.1 The selection of one (1) winner will be done through a platform that selects winners at random taking into account the above-mentioned rules for entering the Competition. This will be done at the end of the Competition Period from all entries that the Promoter (at its complete discretion) deems to qualify for entry into the Competition. The decision of the Promoter shall be final. The Promoter will contact the winner ("**Winner**") directly on Tuesday 23 August 2022.
- 3.2 The Winner must have acted in accordance with all terms and conditions stated in clause 2.

- 3.3 No correspondence will be entered into in respect to any decision made in connection with the Competition.
- 3.4 At the end of the Competition Period, the Promoter will make all reasonable efforts to contact the Winner via their Details, where the Promoter will provide further details regarding the prize.
- 3.5 If any Winner fails to reply to the Promoter within 72 hours of the Promoter's email, then the Promoter acting in its absolute discretion may:
  - 3.5.1 Make further attempts to contact that Winner; and/or
  - 3.5.2 Withdraw the Prize from that Winner.
- 3.6 If the Prize is declined by a Winner or is withdrawn from a Winner by the Promoter under clause 3:
  - 3.6.1 the declining or forfeiting Winner will continue to be subject to the provisions of these Terms and Conditions; and
  - 3.6.2 the Promoter will offer the Prize to a new Winner selected by the Promoter in accordance with this clause 3.
- 3.7 The Promoter is not responsible for inaccurate prize details supplied to any Entrant by any third party connected with this Prize Draw.

#### **4. Prize**

- 4.1 The prize for the Competition is as follows:
  - 4.1.1 One (1) confirmed Winner from the Bondi Festival Competition will receive a \$150 Westfield Voucher (the "**Prize**").
- 4.2 The Prize is subject to availability and the Promoter reserves the right to substitute a prize of equal or greater value (at its sole discretion).

- 4.3 The Prize is non-transferable and non-refundable and the Winner cannot request any alternative prize or cash alternative.
- 4.4 There will be one (1) Winner in total.
- 4.5 The Promoter accepts no liability for the loss of, or damage to, the Prize. Unless otherwise expressly agreed or notified by the Promoter in advance and in writing, all taxes, insurances, transfers, spending money and other expenses (including accommodation, travel, meals, personal expenses, upgrades, etc. if applicable) that are connected with the Prize are the sole responsibility of the Winner and are not included in the Prize.

## **5. Winner publicity**

- 5.1 The Promoter reserves the right to publish the Winner's name and Entry on the Promoter's official social media accounts, including Instagram and Facebook.
- 5.2 By entering the Competition, if you are a Winner, you agree to your Entry being published in accordance with clause 5.1 and to take part in and cooperate fully with all reasonable publicity accompanying or resulting from the Competition without further recompense.

## **6. Entry requirements**

- 6.1 Any entry that is deemed by the Promoter, in its sole discretion, to be unlawful, obscene, vulgar, pornographic, hateful, threatening, discriminatory, offensive or which may otherwise bring the Competition or Promoter into disrepute will be excluded from the Competition and the Promoter reserves the right to take any further action in respect of such entry that it deems appropriate.
- 6.2 The Promoter will fully cooperate with any law enforcement authorities or court order requesting or directing the Promoter to disclose the identity of or to locate anyone posting or linking any content to its Facebook pages

that infringes any third-party rights or is in breach of any of these Terms and Conditions or any applicable law.

- 6.3 By entering this competition, an Entrant is indicating their acceptance and agreement to be bound by these terms and conditions.

## **7. Use and display of Entries and copyright**

- 7.1 The copyright subsisting in the entry must belong to the Entrant. Entrants will retain copyright in the Entries they submit. Entrants must not have infringed the rights of any other party or breached any laws when submitting their entries.
- 7.2 By submitting an entry:
- 7.2.1 you license and grant the Promoter, its affiliates and sub-licensees an exclusive, royalty-free, perpetual, worldwide, irrevocable and sub-licensable right to use, reproduce, modify, adapt, publish, display, transmit, store and re-format such content for any purpose in any media including, but not limited to the Promoter's website, social media accounts, marketing materials, newsletters and promotional material without further compensation, restriction on use, attribution or liability;
  - 7.2.2 you waive any moral rights or similar rights in respect of your entry to which you may be entitled (at the time of submission or in the future) under the Copyright Act 1968 as amended time to time or under any similar applicable laws in force from time to time in force anywhere in the world; and
  - 7.2.3 you acknowledge that third parties will have access to and will be able to republish your entry in accordance with the terms of use of the social media platform through which your entry is submitted.

## **8. Liability**

8.1 Except for death or personal injury caused by the negligence of the Promoter or its agents or representatives or for fraud or fraudulent misrepresentation, neither the Promoter nor its agents or representatives assume responsibility for:

8.1.1 any Prize that is not redeemed;

8.1.2 any personal property;

8.1.3 any loss of enjoyment or wasted expenditure;

8.1.4 any system failures or malfunctions of any third-party websites;

8.1.5 any incomplete, lost, delayed or late Entries;

8.1.6 any failure to fulfil obligations of any third parties involved in the Competition;

8.1.7 any fault, malfunction, damage, loss or disappointment suffered by the participants in the Competition however arising from participating in the Competition;

8.1.8 communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, computers or providers utilized in any aspect of the Competition;

8.1.9 inaccessibility or unavailability of the internet, or any website (including without limitation any social media websites) or any combination thereof through dial-up, broadband, mobile internet or WAP connections;

8.1.10 any injury or damage to a participant which may be related to or arising from the Competition or the Prize;

8.1.11 if for any reason the Competition or any website in connection with the Competition is not capable of running as planned for reasons which may include without limitation, infection by computer, virus, tampering,

unauthorized intervention, fraud, technical failures or any other causes which may corrupt or affect the administration security, fairness, integrity or proper conduct of this promotion; and/or

8.1.12 any other matter outside of their reasonable control.

8.2 Nothing in these Terms and Conditions affects your statutory rights.

8.3 To the extent permitted by law, all conditions, warranties and other terms which might otherwise be implied by statute or common law are expressly excluded from these Terms and Conditions.

8.4 The Winner agrees to indemnify and keep indemnified the Promoter, its group of companies and their officers, employees and agents from and against all liabilities, losses, damages and expenses (including legal and other professional fees) arising out of or in connection with any allegations or claims resulting directly or indirectly from:

8.4.1 their entry into Bondi Festival; and/or

8.4.2 their receipt and use of any Prize.

## **9. General**

9.1 The Promoter reserves the right to cancel, amend, void or suspend the Competition, or these Terms and Conditions if it has reasonable grounds for doing so. Any changes to the Competition or these Terms and Conditions will be announced by the Promoter.

9.2 By entering the Competition you accept these Terms and Conditions as in force at the time you submit your entry.

9.3 Any person who provides their Details to the Promoter in connection with this Competition accepts:

9.3.1 these Terms and Conditions; and

9.3.2 the use of their personal data by the Promoter:

9.3.3 for the purpose of administration of the Competition (including publishing the names of the Winners and any administration relating to the Prize);  
and

9.3.4 any other purpose for which they have consented.

9.4 This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram or any other Social Media Network. You are providing your information to the Promoter and not to any other party.

9.5 The use of any personal data by the Promoter shall be in accordance with current Australian data protection legislation.

9.6 Without prejudice to clause 6.1, the Promoter reserves the right to exclude any Entry from the Competition if it deems it to be ineligible or otherwise invalid and the Promoter shall have complete discretion in this respect.

9.7 If any provision of these Terms and Conditions (or part of any provision) is found by any court or other competent authority to be invalid, unenforceable or illegal, the other provisions shall remain in force.

9.8 If any invalid, unenforceable or illegal provision would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the Promoter.

9.9 No failure or delay by a party to exercise any right or remedy provided under these Terms and Conditions or by law or any abandonment of any such right or remedy shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy.



- 9.10 No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 9.11 For the name of the Winner or for a copy of these Terms and Conditions please send a stamped addressed envelope together with your written request to **WAVERLEY COUNCIL** of registered office address: 55 Spring St, Bondi Junction. NSW 2022.
- 9.12 The Competition, these Terms and Conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with Australian Law. Any disputes or claims which may arise out of or in connection with the Competition or these terms will be subject to the exclusive jurisdiction of the courts of Australia.