

BLACKBURN STATION VILLAGE – EASTER ACTIVATION 2020 TERMS AND CONDITIONS

STANDARD TERMS

1. Information on how to enter and the prize forms part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.

WHO CAN ENTER

- 2. Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions.
- 3. Employees (and their immediate families) of Whitehorse City Council are ineligible to enter.

WHEN TO ENTER

- 4. The competition commences on Saturday 28 March 2020 at 12:01am (AEDT) and concludes on Monday 13 April 2020 at to 11:59pm (AEDT).
- 5. Only one entry per child allowed.

HOW TO ENTER

- 6. To enter, entrants must:
 - a) Explore Blackburn Station Village (South Parade, Main Street, Gardenia Street and 20-30 Blackburn Road) and look for shopfronts with white Easter silhouettes
 - b) Find six (6) coloured chicks hidden amongst the artwork
 - c) Write down the names of the shop where found
 - d) **Head** to <u>www.wbiz.com.au</u> and complete the on-line competition form during the competition period.

PRIZES

- 7. There is one prize on offer. Easter hamper which will include:
 - 1 x \$200 Aqualink Party Voucher (subject to terms and conditions)
 - 1 x pair Speedo sea squad goggles
 - 1 x Speedo mesh bag
 - 1 x \$ \$110 Kelly Sports voucher (subject to terms and conditions)
 - Various other goodies (to be determined and at discretion of promotor)
 - Total Prize pool \$450.00
- 8. The prizes are not transferable, exchangeable, refundable or redeemable for cash.

HOW TO WIN

- 9. Only entrants who have successfully identified 'chick' shopfronts over the competition period in accordance with clause 2 to 9 will be placed in the draw to win. The prize draw will take place at Whitehorse City Council, 379 Whitehorse Road, Nunawading on Wednesday 15 April 2020 at 10:30am (AEDT) or an alternative venue dependent on COVID19 contingencies in place at the time. One (1) winner will be selected by a random computer generated draw in accordance with these Terms and Conditions.
- 10. Parent/guardian of the winner will be contacted by phone and email within three (3) business days of the draw.
- 11. The Promoter will publish winning participants first name and suburb across its media/communication platforms at its discretion.
- 12. Details of claiming prize will be discussed with parent/guardian of winner and will be dependent on COVID19 protocols in place at the time of the drawer.
- 13. The Promoter's announcement/decision is final and no correspondence will be entered into.

NO LIABILITY

- 14. The Promoter reserves the right at any time to disqualify any individual who the Promoter reasonably believes has breached any of the terms and conditions or engaged in unlawful or improper conduct aimed at jeopardising the fair and proper conduct of the competition.
- 15. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law
 - a) to disqualify any entrant; or
 - b) to modify, suspend, terminate or cancel the promotion, as appropriate.
- 16. Whitehorse City Council, associated agencies and companies will take no responsibility for late, lost or misdirected entries, or for the prize being damaged or lost in transit.
- 17. Whitehorse City Council, associated agencies and companies will not be liable for any misadventure, accident, injury, loss (including but not limited to consequential loss) or claim that may occur:
 - a) during the draw;
 - b) as a consequence of late, lost or misdirected entries;
 - due to the publication of any material, including any statements made by any Councillor, staff member, journalist, other entrants or any other person;
 - d) arising from or related to any problem or technical malfunction of any telephone network or lines or mobile communications network related to or resulting from participation in this promotion;
 - e) during the use of the prizes;
 - f) due to circumstances outside the Promoters' reasonable control.
- 18. Whitehorse City Council and their affiliates, assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of, entries, and reserves the right to take any action that may be available.
- 19. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, 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").

PROMOTER'S DETAILS

- 20. The Promoter is Whitehorse City Council, 397 Whitehorse Road, Nunawading 3131.
- 21. The Promoter collects personal information in order to conduct the promotion. Entry is conditional on providing this information. Your contact details are kept private and only used for the purpose of contacting you, should you be a winner in this competition.