



## “2021 CITY OF PORT PHILLIP – DESSERT FIRST” PROMOTION

### TERMS AND CONDITIONS

1. Information on how to enter and the prize(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions. All times are based on VIC local time.
2. The Promoter is City of Port Phillip ABN 21 76 29 77 945 of 99a Carlisle Street, St Kilda VIC 3182. The Agency is Bread and Butter Media ABN 20424637986 of PO Box 1102, Carlton North VIC 3054.
3. This promotion is in no way sponsored, endorsed, administered by or associated with Instagram.
4. Entry is only open to residents of Victoria aged over 18 years.
5. Councillors and employees (and their immediate families) of the Promoter and Agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.
6. Entries into the promotion open at 9:00am AEST on 12/06/2021 and close at 5:00pm AEST on 31/08/2021 (“Promotional Period”).
7. The website [www.portphillip.vic.gov.au/dessertfirst](http://www.portphillip.vic.gov.au/dessertfirst) will feature this promotion.
8. To be eligible to enter, individuals must upload their dessert images taken at a City of Port Phillip hospitality venue or ordered from a City of Port Phillip hospitality venue to Instagram. Entrants must include the Dessert Port Phillip hashtag (“#dessertportphillip”) and tag the City of Port Phillip hospitality venue the dessert is from in their post during the Promotional Period.
9. No responsibility will be taken by the Promoter or its authorised agents for lost, ineligible, misdirected or late entries due to technical reasons or any other reason. Entries that are not genuine or are incomplete, late or in any way fraudulent will be declared void.
10. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant’s identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter’s discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter’s legal

rights to recover damages or other compensation from such an offender are reserved.

11. Do not submit any photo that could be deemed rude or offensive or that violates [Instagram's Terms of Use](#). The Promoter reserves the right to disqualify any entrant submitting an entry which, in the opinion of the judges, includes objectionable content, including but not limited to profanity, nudity, potentially insulting, discriminatory, unlawful, infringing, hateful, pornographic or sexually suggestive photos, scandalous, inflammatory or defamatory images.
12. The image submitted must have the permission of all individuals pictured, including the parent or legal guardian of those under the age of 18 years in the photo before it is uploaded, and the entrant must own the copyright of the image they submit. The entrant provides warrants to the Promoter that they have obtained all relevant consents of third persons contained in the image with respect to the use and publication of the image.
13. 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.
14. This is a game of skill. Chance plays no part in determining the winner. Entries will be judged by the Agency prior to 31/8/2021 and will be based upon individual creative merit. All entries must be an original image and free of any claims that they infringe any third-party rights. Entries must not have been published previously and/or have been used to win prizes in any other competitions.
15. There is one prize to be won and the total prize pool value is \$626. The prize includes:
  - One (1) night's stay at The Prince Hotel at 2 Acland Street, St Kilda in a deluxe room with parking for one (1) vehicle, breakfast for two (2) in The Prince Public Bar, dinner for two (2) in the Prince Dining Room from the 'Let it Reign Menu'. Accommodation cannot be redeemed for a Saturday night and reservations at The Prince Hotel, The Prince Dining Room and The Prince Public Bar are subject to availability.
  - Single Malt Experience for two (2) people at Starward Distillery at 50 Bertie Street, Port Melbourne. Experience is subject to availability.
  - One Starward Whisky bottled cocktail pack.
16. The prize winner will be notified prior to 3/9/2021 by being tagged, if Instagram settings allow, or else named in the comment on the social media post. The prize winner must private message in response with their contact details within 48 hours of the prize announcement to claim their prize.
17. The Promoter's decision is final, and no correspondence will be entered into.
18. Any ancillary costs associated with redeeming a prize are not included. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash. Redemption of a prize element is subject to any terms and conditions of the issuer including those specified on the prize or voucher.
19. Dates and schedules of the prize are subject to change. The Promoter takes no responsibility for any date or schedule changes.

20. If for any reason a winner does not take or redeem a prize (or an element of the prize) at/by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
21. If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize of the equal value and/or specification, subject to any written directions from a regulatory authority.
22. The prize winner acknowledges that the prize is subject to additional terms and conditions imposed by third party prize suppliers. The prize winner must become acquainted with any such additional terms and conditions prior to taking the prize. The Promoter does not accept responsibility and is not liable for any conditions imposed on the taking of the prize by any other third-party prize supplier, or the breach of those conditions by any person.
23. The Promoter reserves the right to not award the prize in the event no eligible entrants are received.
24. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
25. 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) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
26. 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 Victoria ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) 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.
27. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective 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: (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 their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any

variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of a prize.

28. As a condition of accepting the prize, the winners must sign any legal documentation as and, in the form, required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
29. The Promoter collects personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use, and handle PI as set out in its Privacy Policy, which can be viewed at <https://www.portphillip.vic.gov.au/about-the-council/governance-performance-and-advocacy/privacy-policy>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter will not disclose PI to any entity outside of Australia.