We’ll be running the “Recycling Reset giveaway” between November 2020 and April 2021. Households who present no recycling bin contamination over three inspections will receive an invitation to go in the running to win a voucher for a City of Port Phillip business. There will be five vouchers to win each month.

Entry to the Recycling Reset giveaway is by invitation. To be eligible to win, your household must have had three ‘no contamination’ bin inspections during the Recycling Reset program and have received an entry postcard in your mailbox.

**CONDITIONS OF ENTRY**

1. Competition and Promoter

1.1 By entering the “Recycling Reset” Competition (Competition) and in consideration for the opportunity to participate in the Competition, each entrant agrees to be bound by and observe these Conditions of Entry. Information on how to enter and prize details form part of these Conditions of Entry.

1.2 The promoter of the Competition is City of Port Phillip ABN 21 76 29 77 945 of 99a Carlisle Street, St Kilda VIC 3182 (Promoter). The prize has been supplied by the Construction, Contracts and Operations department (Prize Supplier).

2. Who may enter

2.1 Subject to paragraphs 2.2, 2.3 and 2.4, entry into the Competition is open to residents of Victoria aged 18 years and over. Entrants must be at least 18 years of age to take the prize.

2.2 The councillors, officers, management and employees (and immediate family members of officers, management and employees) of the Promoter and their related corporations and associated agencies are not eligible to enter the Competition. 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.

2.3 Entrants must be able to collect the prize from the St Kilda Town Hall or provide a valid mail or email address the voucher may be sent to.

2.4 Only entrants from eligible households can enter in and win the draw.

2.4 The Promoter may require entrants to provide proof of age in a form acceptable to the Promoter. Should an entrant be unable to satisfy this requirement, the entrant will be ineligible for the prize.

2.5 Each entrant may submit one entry to each giveaway during the Competition Period (defined below), which complies with the Conditions of Entry.

3. Competition Period

3.1 Each entrant is eligible to win one prize pack during the full giveaway period from November 2020 to April 20201t (Competition Period).

3.2 All giveaway post competition closing times are listed in Australian Eastern Standard Time (AEST).

3.3 Entries not received during the Competition Period or not completed in accordance with these Conditions of Entry will not be eligible to win.

4. How to enter

4.1 Eligible entrants must, during the Competition Period, have recorded three ‘no contamination’ inspections during the Recycling Reset program period and received an invitational postcard in their mailbox.

4.2 By receiving an entry postcard you are not automatically in the prize draw. Eligible entrants must, during the Competition Period, follow the entry instructions on the post card to go into the draw.

5. Prize and notification

5.1 The names of the entrants, whose entries were received during the Competition Period and did not contravene the Competition Conditions of Entry, will be placed in a random name picking program. Random name selection will continue so that all eligible entrants’ names have a place on the list. Random name selection will take place once a month for the duration of the competition period. This process will be conducted by the Promoter at 99a Carlisle Street, St Kilda VIC 3182.

5.2 The first five entrants randomly selected in accordance with these Conditions of Entry will win a $50 voucher to a Port Phillip business selected at random.

5.3 The prize pack value is approximately AUD $50 (including GST) and will include a gift voucher for various local business across City of Port Phillip. The vouchers will be given at random, subject to availability. Voucher selection is final and cannot be swapped for that from another business.

5.4 The prize winner will be notified by email or phone call. The prize winner must respond with their contact details within 72 hours of the prize announcement to claim their prize and receive prize collection details.

5.5 An entrant will be eligible to win only one prize during the full Competition Period, as outlined in paragraph 3.1.

5.6 The Promoter accepts no responsibility for any variation in the value of a prize. The prize is not transferable or exchangeable. The prize is not redeemable for cash and must be taken as offered. If for any reason the prize winner does not take an element of the prize during the stated period and on the conditions stipulated by the Promoter or any third party, that element of the prize will be forfeited and cash will not be awarded in lieu of that element of the prize

5.7 In the event that any element of the prize is not available, the Promoter reserves the right to substitute a prize of equal value.

5.8 Dates and schedules of the prize are subject to change. The Promoter takes no responsibility for any date or schedule changes.

5.9 The prize winners are responsible for all expenses not specified in these Conditions of Entry.

5.10 The prize winners acknowledge that the prize is subject to additional terms and conditions imposed by third party prize suppliers. The prize winners 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.

5.11 The Promoter’s decision is final and no correspondence will be entered into.

5.12 The Promoter reserves the right to not award the prize in the event no eligible entrants are received.

6. Unclaimed prizes

6.1 If a prize is unclaimed within the first 72 hours, it will be awarded to the entrant ranked next by the random selection process outlined in 5.1. This process will be repeated every 24 hours until one or two prize winners, as relevant, have been contacted and all prizes have been claimed. The prize remains the property of the Promoter until collected by the selected prize winner/s or unclaimed prize winner/s as the case may be.

7. Information for Prize Winner

7.1 All entrants agree to provide the Promoter with identification and/or proof of age if selected as a prize winner as outlined in paragraph 2.4.

8. Limitation of Liability

8.1 Except for any liability that cannot by law be excluded (including as set out under paragraph 8.3), the Promoter, its related corporations and associated agencies (and any of their personnel) exclude all liability for any loss (including any damage, claim, injury, cost or expense) which is suffered or incurred by any entrant (including the prize winner) in connection with the Competition or a prize, including, without limitation:

(a) any indirect, economic or consequential loss;

(b) any loss arising from the negligence of the Promoter, its related corporations and associated agencies (and any of their personnel); and

(c) any liability for personal injury or death.

8.2 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.

8.3 Nothing in these Conditions of Entry limits, excludes or modifies, or purports to limit, exclude or modify, the statutory implied guarantees/warranties as provided under the Competition and Consumer Act 2010 (Cth) and the ASIC Act 2001 (Cth), including the statutory consumer guarantees under the Australian Consumer Law, or similar laws in the States and Territories of Australia.

9. Privacy

9.1 The Promoter will request the winning entrants’ contact details as required to enable the winner to receive the prize. No further use of this information will be made.

9.2 The Promoter will not record or use any personal data gathered inadvertently by any other entrants.

10. General

10.1 All entries must be original to and created solely by the entrant.

10.2 By submitting an entry and any other materials (save for any personal information) to the Promoter in connection with the Competition, each entrant represents and warrants that all elements contained in the entry or other material:

(a) are fully cleared for use as contemplated in these Conditions of Entry;

(b) do not and will not, in any way, violate or breach any of the terms of any other agreement the entrant may be a party to;

(c) do not contain defamatory, tortious or otherwise unlawful, untrue or inaccurate information, infringe or violate any copyright or other right; or contain any matter the publication of which will violate any law;

(d) are not obscene or likely to cause offence;

(e) are not in any way cruel or abusive;

(f) are not incomplete or indecipherable, and

(g) will not require the Promoter to pay or incur any sums to any person or entity as a result of Promoters’ use or exploitation of the same.

10.3 All entrants unconditionally and irrevocably consent to any act or omission which would otherwise infringe any of their moral rights in the entry and waives all moral rights in the entry that arise outside Australia.

10.4 If for any reason the Competition is not capable of running as planned, including due to infection by computer virus, bugs, tampering, technical failures or any other causes beyond the control of the Promoter, which corrupt or affect the fairness or integrity or proper conduct of the Competition, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process and to cancel, modify, terminate or suspend the Competition.

11. Contact details

11.1 It is the entrant’s responsibility to inform the Promoter of any change to the entrant’s contact details, including their email address.

11.2 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.