



Stay and Play Promotion 2021

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. Entry is only open to residents of Victoria aged 18 years or over.
3. 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.
4. Entries into the promotion open at 9:00 am on 27/02/2021 and close at 5:0 pm on 30/04/2021 (**Promotional Period**).
5. There will be a website, featuring this promotion.
6. To be eligible to enter, individuals must complete their details on the City of Port Phillip website's Stay and Play page during the Promotional Period.
7. Only one (1) entry is permitted per person.
8. 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.
9. Incomplete, indecipherable, or illegible entries will be deemed invalid.
10. 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.
11. There will be one (1) draw conducted for entries received online. The draw will take place at City of Port Phillip, 99a Carlisle Street, St Kilda VIC 3182 at 10:00 am local time on 3/05/2021. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. Winners will be notified in writing by email and winners must respond to the Promoter within 48 hours of winner notification in order to claim their prize.
12. The Promoter's decision is final and no correspondence will be entered into.
13. The first valid entry drawn for each of the two (2) prizes, will win an accommodation and experience package valid at local Port Phillip based businesses. The exact local businesses and denomination of each prize will be determined by the Promoter in its absolute discretion.
14. Only one (1) prize is permitted per household.
15. Any ancillary costs associated with redeeming a prize are not included. Any unused balance of a prize or voucher will not be awarded 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.
16. 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.
 17. 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 to the equal value and/or specification, subject to any written directions from a regulatory authority.
 18. Total prize pool value is approximately \$2,200. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.
 19. 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.
 20. 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
 - b. subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
 21. 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.
 22. 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
 - f. use of a prize.
23. As a condition of accepting the prize, the two (2) 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.
24. 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](#).
- 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.
25. The Promoter is City of Port Phillip ABN 21 76 29 77 945 of 99a Carlisle Street, St Kilda VIC 3182.