

KARRALYKA



Maroondah City Council

Winter Wonderland 2022 - Hamper Giveaway

### **PRIZE DRAW TERMS AND CONDITIONS**

These are the terms and conditions on which you agree to participate in Maroondah City Council's Winter Wonderland 2022 Hamper Prize Draw. Your lodgement of the entry shall be deemed acceptance of these conditions. Failure to abide by these terms and conditions may render an entrant ineligible for the giveaway.

### **PROMOTER DETAILS**

1. The giveaway Promoter is Maroondah City Council (ABN 98 606 522 719)

### **ELIGIBILITY CRITERIA**

2. Entry for this prize draw is open to the public who make a purchase of \$50 or more at participating retailer within the McAdam Square precinct as dictated by the Maroondah City Council by the closing date of 5pm Saturday 13 August 2022.
3. Entrants under 16 years of age must have parental/carer consent to enter their details.
4. Only one entry per \$50 or more spent at participating retailers will be eligible.
5. Entries must be submitted by 5pm Saturday 13 August 2022.

### **PRIZE**

6. There will be two (2) prize draws and two (2) winners.  
The first drawn winner will receive one large prize hamper consisting of various goods from participating retailers. The second drawn winner will receive one small prize hamper consisting of various goods from participating retailers.
7. The winners are not required to be present at the time of the draw, which will be held at 12pm on Monday 15 August 2022 at Karralyka, Mines Rd, Ringwood VIC 3135.
8. The winners will be contacted by email or phone number as provided on the entry form within one (1) week of the draw date.
9. In entering the prize draw, the winner agrees to participate and co-operate as required in all editorial activities relating to the Prize draw.
10. Prizes cannot be transferred or redeemed for cash.

## **PROMOTER'S LIABILITY AND INDEMNITY**

11. The Promoter, their agents, affiliates or representatives will not be liable for any late, lost or misdirected entries due to technical disruptions, network congestion or for any other reason.

12. The Promoter, their agents, affiliates or representatives, will not be liable for claims, losses, damages, injuries, costs and expenses suffered, sustained or incurred (including but not limited to indirect/inconsequential loss) as a result of, arising out of, or in any way connected with the draw and/or its prizes, except for liability that cannot be excluded by law.

13. The Promoter, their agents, affiliates or representatives is not responsible for any loss, damage, cost or expense, whether direct or consequential, that arises from participation in this draw. This includes but is not limited to internet service provider costs incurred through the online submission of entries.

14. The competition shall be governed by and in accordance with the laws of the State of Victoria.

## **INVALID ENTRIES**

15. Incomplete, indecipherable, or illegible entries will be deemed invalid.

16. Errors and omissions in entries may be accepted at the Promoter's discretion. The Promoter's decision is final, and no correspondence will be entered into.

## **PRIVACY AND USE OF PERSONAL INFORMATION**

17. Maroondah City Council is committed to protecting your privacy as prescribed by the Privacy & Data Protection Act 2014 and the Health Records Act 2001. The personal information provided by the Entrant, or their parent/carer on their behalf, through entering the prize draw is being collected by Maroondah City Council to conduct the competition. This information will not be disclosed to any external party without the consent of the Entrant, or their parent/carer on their behalf, unless Council is required or authorised to do so by law. Failure to provide the information requested may make the Entrant ineligible to enter the prize draw. Any access to the information, amendments that may be required or any privacy enquiries may be directed to Council's Privacy Officer & Health Records Officer on 9298 4211 or email - [privacy@maroondah.vic.gov.au](mailto:privacy@maroondah.vic.gov.au)

## **JUDGING AND NOTIFICATION AND AWARD OF PRIZES**

18. If either winner cannot be contacted via phone or email within 2 weeks of the prize draw a new winner will be drawn. All other entrants will not be notified if they are not drawn as the winner. The names of the winners may be published on the Council's website and may be included in a media release or article about the competition.

19. Giveaway prizes are non-transferable and are not exchangeable for cash. If the prize or any part of the prize becomes unavailable for reasons beyond the Promoter's control, the Promoter will endeavour but is not obliged to provide a substitute prize of equivalent value.

## **CONDUCT OF ENTRANTS**

20. When participating in this giveaway, the Entrant must not be involved in any conduct or activity that might damage the reputation of the Promoter.

21. The Promoter reserves the right to verify the validity of entries and to disqualify any entry which, in the opinion of Promoter, includes objectionable content, profanity, potentially insulting, inflammatory or defamatory statements, disqualify any Entrant who tampers with the entry process, who submits an entry that is not in accordance with these terms and conditions of entry or who has, in the opinion of Promoter, engaged in conduct in entering the competition which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the competition, competition Sponsor and/or Promoter.

## **PROMOTER RIGHTS**

22. The Promoter reserves the right to amend these Terms and Conditions if this giveaway cannot be run as originally planned. The Promoter may also cancel or suspend this giveaway if an event beyond the control of the Promoter corrupts or affects the administration security, fairness, integrity or proper conduct of this giveaway. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this giveaway.