

# Competition Terms and Conditions

1. Participation in this competition for **the Aqualink March 2022 membership campaign (Competition)** is subject to the following terms and conditions (**Terms and Conditions**). All information provided on how to enter the Competition and each prize (**Prize**) available to each winner (**Winner**) forms part of these Terms and Conditions. By submitting an entry into the Competition, you agree to be bound by these Terms and Conditions. Only entries that comply with these Terms and Conditions will be considered valid and eligible to win a Prize.
2. The organiser of this Competition is **WHITEHORSE CITY COUNCIL ABN 39 549 568 822 of 379-397 Whitehorse Road, Nunawading, Victoria 3131 (Council)**.

## COMPETITION PERIOD

3. The Competition commences at 6.00am **AEDT** on 01/03/22 and ends at 11.59pm **AEDT** on 31/03/22 (**Competition Period**).

## WHO CAN ENTER THE COMPETITION

4. You are eligible to enter the Competition if you are:
  - 4.1 ordinarily residing in Victoria; and
  - 4.2 aged 18 years or over, or aged 14 years or over and have the consent of your parent or guardian to enter; and
  - 4.3 not an Ineligible Person

## INELIGIBLE ENTRANTS

5. If a Winner is under 18 years of age, then Council reserves the right in its absolute discretion to award the Prize to the Winner's parent or guardian and to require that the parent or guardian execute such acknowledgment, indemnity and release as reasonably required in the circumstances.
6. Ineligible Person means any director, manager, employee of Council, retailers, suppliers, associated entities and agencies associated with this Competition, or any immediate family member of any of those persons.

## HOW TO ENTER THE COMPETITION

7. To enter this Competition, a person (**Entrant**) must, during the Competition Period:
  - 7.1 Become a new member at Aqualink on a direct debit membership. Term or upfront memberships are not eligible for entry in the competition.
  - 7.2 Be a current Aqualink member who refers a new member to join, and the referred new member joins on a membership as outlined in clause 7.1. The referred new member must identify the current member who referred them at time of referred new member joining as this not able to be added retrospectively after the referred new member has joined. The referred new member must not have held a previous membership within three months of their re-joining or new sign up date at Aqualink to be eligible. Current members can only receive one entry into the draw regardless of how many new members they refer.
  - 7.3 Individuals who take out a casual or Multi Visit Pass access are not eligible to enter.  
A limit of one competition entry per one new membership.

## **DRAW DATE AND TIME**

8. All valid entries will be included in the draw for a Prize (**Prize Draw**).
9. The Prize Draw will take place at 2.00pm **AEDT** on Monday 4/4/22 at Aqualink Box Hill, Surrey Drive, Box Hill
10. The first valid entry drawn in the Prize Draw will be the Winner of the Prize.
11. The Prize will be announced and distributed in accordance with clause 20 below. Winning is not contingent on being present at the draw.

## **PRIZE(S)**

12. The Prize is a two-night stay for two guests in a beautiful Waterfront Pool Studio at the award winning Lake House, Daylesford valued at RRP \$2,000. Prize includes four course à la carte dinner on one evening of your choice in the Two Chefs Hats Lake House Restaurant, full country-style breakfast daily and two Signature Massages at The Spa. The Prize does not include travel or transport to Lake House Daylesford or any other meals excluding those stated above. These will be the responsibility of the Winner. The Prize expires on 31/12/22 and must be redeemed prior to this date.
13. In the event that the Prize is unable to be used within the given timeframe (prior to 31/12/22) subject to global events or pandemics, the voucher will remain in play and be extended for a further 6 month period.
14. Council is not liable for any loss, damage or injury suffered (even if caused by negligence) as a result of the Winner(s) accepting and/or using a Prize, except for any liability which cannot be excluded by law.
15. Entrants acknowledge that use of, or participation in, a Prize carries inherent risk. Entrants acknowledge that use of a Prize may be dangerous and if they (and any other person(s) sharing a Prize with the Winner) choose to participate in a Prize they do so at their own risk. Use of a Prize may be subject to obtaining medical clearance. Council or Prize supplier may require the Winner to sign an agreement releasing Council and/or Prize supplier from all liability arising from the Winner's use of the Prize.
16. The Prize is subject to the terms and conditions of Lake House Daylesford.
17. Council is not responsible or liable for any loss, damage or injury suffered by any Winner arising from, or in connection with, a Prize supplied by the Prize supplier, or the conduct of the Prize supplier, except for any liability which cannot be excluded by law.

## **PRIZE REDEMPTION**

18. Winner needs to attend Aqualink Nunawading or Aqualink Box Hill to collect prize within 15 days of draw notification.

## **PRIZE SUBSTITUTION**

19. In the event that any Prize (or any part of any Prize) becomes unavailable for reasons beyond Council's control, Council may substitute the Prize (or the relevant part of the Prize) with a prize of equal value subject to any contrary direction from a regulatory authority or applicable law.

## **WINNER NOTIFICATION AND PUBLICATION**

20. Winners will be notified within a 15 day period of the draw.

21. Winners will be notified by phone and followed up in writing by email to the email address or phone number submitted at the time of entry.
22. The name of the winner will be published on Aqualink's website for a minimum of 28 days on and from the Prize Draw Date.
23. The name of the winner will be published on Aqualink's social media.

#### **UNCLAIMED PRIZES**

24. The Prize will be distributed after the close of the Competition.
25. Council will make reasonable efforts to identify and locate the Prize Winner.
26. If any Prizes (other than perishable Prizes) remain unclaimed within three months after the Prize Draw Date, an unclaimed prize draw will be held at Aqualink Box Hill, Surrey Drive, Box Hill on 1/7/22 at 2.00pm **AEDT (Unclaimed Prize Draw)**.
27. Winner of the Unclaimed Prize Draw will be notified in the same manner as set out in clause 21 above. Winner name will be published in the same manner as set out in clause 22 and 23 above.
28. Council assumes no responsibility for any failure to receive an entry or for inaccurate information or for any loss, damage or injury as a result of technical or telecommunications problems, including security breaches. If such problems arise, then Council may (where necessary with the approval of the relevant lottery authority) modify, cancel, terminate or suspend the Competition.

#### **ENTRANT'S PERSONAL INFORMATION**

29. Personal information including an Entrant's name, address, telephone number and email will be collected and used by Council to conduct this Competition and for Council's purposes including for advising the winner of their prize details. **(Purposes)**.
30. By entering this Competition, each Entrant consents to the use of their personal information by Council for the Purposes and acknowledges and agrees that such use may require Council to disclose their personal information to third parties, including Council's contracted service providers and other government agencies.
31. Entrants may access, change or update their personal information by emailing Aqualink at [aqualink.enquiry@whitehorse.vic.gov.au](mailto:aqualink.enquiry@whitehorse.vic.gov.au). A copy of Council's Privacy Policy is available at [www.whitehorse.vic.gov.au/privacy-statement](http://www.whitehorse.vic.gov.au/privacy-statement). The Privacy Policy contains information about how individuals may access or correct their personal information held by Council or make a privacy related complaint about Council's handling of their personal information.

#### **INTELLECTUAL PROPERTY AND MORAL RIGHTS**

32. By entering this Competition, each Entrant irrevocably grants to Council a licence to use the content of their entry in any way Council wishes (including modifying, adapting, copying, publishing, broadcasting or communicating the entry whether in original or modified form in whole or in part) in all media in perpetuity without payment to the Entrant of royalties or compensation.
33. By entering this Competition, each Entrant irrevocably consents to Council dealing with their entry content in any way that may otherwise infringe the Entrant's moral rights and agrees not to assert their moral rights (wherever such rights are recognised) in respect of their entry against Council or its assigns, licensees or

successors.

34. Each Entrant warrants that their entry is not in breach of any third party's intellectual property rights.

## **PUBLICITY**

35. Each Entrant irrevocably consents to Council using their name, likeness, image and/or voice in the event that they are a Winner in any media for an unlimited period of time without remuneration or compensation for the purpose of promoting this Competition (including any outcome) and/or promoting any services or products supplied by Council.
36. Council is not responsible for any loss, damage or injury to any Entrant resulting from entering or participating in this Competition including, without limitation, any such loss, damage or injury arising from any comments made, or material published, by third parties about the participant on any social media platform in connection with this Competition.

## **GENERAL CONDITIONS**

37. Council's decision is final and binding and no correspondence will be entered into. Council accepts no responsibility for late, lost or misdirected entries or other communications. Entries will be deemed void if illegitimate, forged, manipulated or tampered with in any way.
38. Should an Entrant's contact details change during the Competition Period, it is the Entrant's responsibility to notify Aqualink. A request to access or modify any information provided as part of the redemption of a Prize should be directed to Aqualink.
39. Council reserves the right to request verification of the social media profile of Entrants and of the age, identity, residential address of Entrants and any other information relevant to entry into or participation in this Competition. Verification is at the discretion of Council, whose decision is final. Council reserves the right to disqualify any individual who submits an entry that is not in accordance with these terms and conditions, or who is involved in any way in interfering or tampering with the conduct of this Competition. Failure by Council to enforce any of its rights does not constitute a waiver of those rights.
40. Council reserves the right to disqualify any individual who is involved in any way in interfering or tampering with the conduct of this Competition, has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Competition.
41. If a Winner has rights under the Australian Consumer Law or any other similar legislation which cannot be excluded, restricted or modified then these terms and conditions do not exclude, restrict or limit those statutory rights in any way. However, to the extent that it is permitted by law to do so, Council (including its officers, employees and agents) excludes all liability whether arising in tort (including, without limitation, negligence), contract or otherwise for any personal injury or any other loss or damage (including, without limitation, loss of opportunity or loss of profits) whether direct, indirect, special or consequential, arising in any way out of the Competition, including, without limitation:
- (a) any technical difficulties or equipment malfunction (whether or not under Council's control);
  - (b) any theft, unauthorised access or third party interference;
  - (c) any entry that is late, lost, altered, damaged or misdirected (whether or not after its receipt by Council) due to any reason beyond the reasonable control of Council;
  - (d) any variation in market value to that stated in these terms and conditions;

- (e) any tax implications; or
- (f) the Prize or use of the Prize.

- 42. If for any reason beyond the reasonable control of Council this Competition is not capable of running as planned, Council reserves the right in its sole discretion to take any action that may be available to it, and to cancel, terminate, modify or suspend the Competition, unless to do so would be prohibited by any applicable law.
- 43. Council reserves the right to cancel, terminate, modify or suspend the Competition or amend these terms and conditions, subject to any applicable law.
- 44. These Terms and Conditions are governed by, and to be construed in accordance with, the laws applying in the State of Victoria, and each Entrant irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of the State of Victoria.