

# SANTA AND SIRENS – COMPETITION TERMS & CONDITIONS

## CONDITIONS OF ENTRY

1. Information on how to enter and prizes form part of these Conditions of Entry. Registration for and/or participation in this competition is deemed acceptance of these Conditions of Entry. Acceptance of these Conditions of Entry is a condition of entry to this competition.
2. Entry to this competition commences at 12pm AEDT on Friday 13 November 2020 and closes at 11.59pm AEDT on Tuesday 1 December 2020 (Entry Period).
3. Entry to this competition is open to Australian residents within City of Maribyrnong. Employees associated with Maribyrnong City Council (Promoter) and the Promoter's suppliers and agencies associated with this Promotion (and those employees' immediate families) are ineligible.
4. To enter the competition entrants must visit the Santa and Sirens competition webpage and register as an entrant by uploading a photograph of themselves showing their festive spirit.
5. Entrants may only enter a photograph of themselves. Entrants must own the copyright of the photograph uploaded or otherwise be entitled to use the photograph in this way.
6. Entrants warrant and agree that, without limitation:
  - a. they will not submit any material (including without limitation, the entry itself, images, answers to questions, posts or comments and whether on Instagram or elsewhere in relation to this competition or any entrant or entry) (Content) that is unlawful or fraudulent or that may be in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, politically incorrect, violent, abusive, harassing, threatening, racist, ageist, sexist, objectionable with respect to religion, origin or gender, not suitable for children under 15, or otherwise unsuitable for publication in the context of this competition;
  - b. they will only submit Content which they have personally created or have the right to submit;
  - c. their entry will not contain viruses or cause injury or harm to any person or entity;
  - d. they will comply with these Conditions of Entry and with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems;
  - e. they have the full authority to grant to the Promoter the rights referred to in these Conditions of Entry; and
  - f. they will indemnify the Promoter against all costs and claims by third parties arising from a breach of the warranties contained in these Conditions of Entry.
7. Entrants agree:
  - a. they are fully responsible for the Content which they submit. The Promoter may, in its sole discretion, determine whether an entry will be posted, or remain posted on its websites. The Promoter reserves the right to vet or remove any Content at any time in its absolute discretion. However, The Promoter is not responsible for any Content uploaded to the site and visitors to the site view it at their own risk. Notwithstanding any decision by the Promoter to post Content on its website, the terms and warranties set out in these Conditions of Entry continue to apply;
  - b. to submitted photos and the entrant's first and last name appearing as part of the photo gallery on the competition webpage
  - c. to waive, and hereby do waive, any legal or equitable rights or remedies they have or may have against the Promoter with respect to the entries they submit and their use of the Santa and Sirens competition webpage and other publications, and agree to indemnify and hold the Promoter, its officers, agents and affiliates harmless to the fullest extent allowed by law regarding all matters related to their use of the site;
  - d. to report abuse, harassment, inappropriate content or privacy complaints by emailing [festival.city@maribyrnong.vic.gov.au](mailto:festival.city@maribyrnong.vic.gov.au).
  - e. The Promoter reserves the right to remove any Content from the Santa and Sirens competition webpage and other publications and invalidate any associated entry

without prior notice in its sole discretion, including if properly notified that such material infringes on another's intellectual property rights.

8. The Promoter reserves the right, at any time, to verify the validity of entries and entrants. The Promoter has the right to invalidate any entry which it considers to be in breach of these Conditions of Entry. Promoter's decision in relation to all aspects of the promotion is final and no correspondence will be entered into.

## **SELECTING THE WINNERS**

1. The winners will be announced on Wednesday 9 December 2020 on festivalcity.com.au and/or Maribyrnong City Council's Facebook page. Entrants may be asked to give permission to the Promoter to use their entry Content for the promotion of the Santa and Sirens competition during the competition and in relation to the announcement and publicity of winners.
2. The decision of the Promoter will be final in determining the winner of the Competition. This will include, but not be limited to, in the event of a tie or draw, determining at its discretion which entrant shall be declared the winner.
3. All winners will be notified individually by email or telephone using details provided in when entering the competition.

## **PRIVACY STATEMENT**

The personal information requested on this entry form is being collected by Maribyrnong City Council for the purposes of the Santa and Sirens Photo Competition. The information will be used by Council for this primary purpose or directly related purposes. Council may not be able to assist/provide a service as a consequence should this information not be provided. Council may disclose winning applicants contact details to contractors required to deliver the Santa and Sirens parade (eg. Fire Services Museum). The information provided will not otherwise be disclosed unless required by law. Requests for access to and/or amendment of the information provided may be made to Council's Privacy Officer on ph: 9688 0200.