

# **City of Kingston Plastic Free July Colouring Competition**

Colour in for your chance to and win a \$100 Brainwave Bikes voucher!

#### **Terms and Conditions**

#### **Promotor**

The Promotor is the City of Kingston (ABN 80 640 377 247) of 1230 Nepean Highway, Cheltenham Victoria 3192 (**Promotor**).

### The Competition

The City of Kingston (**Council**) is delighted to support the Plastic Free July initiative founded by the Plastic Free Foundation. This is a global initiative which aims to see a world free of plastic sometime in the future.

More information about the foundation and how individuals and originations can reduce plastic waste can be found in the following link: <u>Plastic Free July – Be Part of the Plastic Pollution Solution</u>.

Council is running its own Plastic Free July competition exclusively for City of Kingston residents. Council's competition aims to promote the Plastic Free July initiative and encourage the residents to reduce their plastic waste. Participants of Council's colouring competition will be asked to colour in the Plastic Free July colouring sheet.

Council's Plastic Free July competition (**Competition**) is subject to the following terms and conditions (**Terms**):

### Terms and conditions of entry

By entering into the Competition via colouring in the sheet and sending it in to Council with the required personal details (full name, parent/guardian name and contact details), the Entrant accepts these Terms and warrants they are authorised to enter into the Competition. The Entrant is the person that has entered for the Competition.

By entering into the Competition, the Entrant gives their consent to providing their personal information to the Promoter in accordance with the Privacy Collection Statement. By participating in the Competition, the Entrant acknowledges that they have read and understood these Terms and agree to be bound by them. Entries must comply with these Terms to be valid.

# **Eligibility for the Competition**

Entry is open to persons who are a resident within the City of Kingston municipality.

Entrants under the age of 18 must obtain the prior permission of a parent or legal guardian to enter the Competition.

Employees of the Promoter, as well as employees of any organisation, contractor or agent associated with the Competition, are ineligible to participate in the Competition, nor are their immediate families.

Any Entrant who, in the opinion of the Promoter, tampers or interferes with the entry process in any way, or who does not properly comply with the entry process will be ineligible for the Promotion.

### **Entry period**

Entry period commences at 9:00am Australian Eastern Standard on 1 July 2024 and closes at 23:30pm Australian Eastern Standard Time on 31 July 2024 (Entry Period).

#### FAQ's

### How do I enter the Competition?

To enter the Competition, Entrants must submit a valid colouring sheet with contact details by scanning or taking a photo of the colouring sheet and emailing to <a href="Kingston.waste@kingston.vic.gov.au">Kingston.waste@kingston.vic.gov.au</a> or dropping it off at Kingston Council offices, 1230 Nepean Highway, Cheltenham email address during the Entry Period.

Any entries after the Entry Period will not be accepted. All entries become the property of the Promoter.

# Is entry free?

There is no cost to enter the Competition.

### How many winners will there be?

There will be one lucky winner.

### What is the prize?

There is one prize up for grabs. The winner will receive a \$100 Brainwave Bikes Gift voucher.

The Prize is not transferable or exchangeable, non-exchangeable and not redeemable for cash. The prizes must be taken as stated. No compensation will be payable in lieu of a prize.

### When will the winner be drawn?

The draw will take place at 12:00pm (AEST) on Monday 12 August 2024, at 1230 Nepean Highway Cheltenham, Victoria 3192 (**Draw Date**).

#### How will the winner be drawn and notified?

The winner will be the first entry drawn at random from all valid entries received during the Entry Period (**Eligible Entrants**).

The winner will be notified by email within 3 days of the Draw Date. If the winner(s) cannot be identified after reasonable efforts have been made, then the entry will be forfeited. The Promoter may then conduct such further draws from the remaining Eligible Entrants as are necessary in order to distribute the unclaimed prize.

The Promoter reserves the right to request winners to provide proof of identity, proof of residency, and/or proof of the validity of entry. The type of proof that is acceptable is at the sole discretion of the Promoter. If the winner doesn't or can't provide appropriate proof, the prize will be forfeited from the winner.

### How will the prize be distributed?

Winners will be asked to select the method for receiving the prize in the winning notification email.

Failure to claim the prize within 28 days of the Draw Date means the prize will lapse and for each unclaimed prize new winners will be selected by random chance from the remaining Eligible Entrants.

If an Entrant's contact details change prior to the Draw Date, it is the Entrant's responsibility to notify the Promoter in writing prior to the Draw Date.

### **Privacy**

The Entrant acknowledges that it provides certain information to the Promoter to be used by the Promoter for the purpose of conducting and administering the Competition.

All information collected from the Entrants will be treated with the utmost confidentiality and used for administrative, judging, promotional and contact purposes only. Council is committed to ensuring the information provided is managed in accordance with *Privacy and Data Protection Act 2014 (VIC)*. The **Privacy Collection Statement** < <u>Information privacy - City of Kingston</u> > provides further details on how personal information will be handled.

## **Acknowledging success**

Entrants acknowledge and agree that the Promoter may publish the details of the winners in the Promoter's communication material, including social media, website or newspapers.

#### General

The Promoter reserves the right to:

- verify the validity of entries and the identity of Entrants (including an Entrant's name, age and place of residence); and
- disqualify any Entrant for tampering with the entry process or for submitting an entry which is not in accordance with the terms and conditions of entry.

Winners accept a prize at their own risk. None of the Promoter or any of its employees, contractors or agents (or employees of their agents and contracts) will be liable for any liability, loss, damage, cost or expense (including but not limited to direct, indirect or consequential loss or loss of revenue or profits), or death or personal injury, suffered or incurred (whether or not arising from any person's negligence) arising out of, or in connection with, this Competition or the provision, accepting or use of a prize, except for any liability which cannot be excluded by law (including, without limitation, the Australian Consumer Law).

The Promoter is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers or providers, computer equipment, software, technical problems, or traffic congestion on the Internet or at any web site or any combination thereof, including any injury or damage to Entrants' or any other person's computer related to or resulting from participation in, or downloading of any materials in connection with, the Competition.

If for any reason the Competition is not capable of running as planned including as a result of infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures, or any other causes beyond the control of the Promoter which corrupt or affect the administration, security, fairness, integrity, safety or proper conduct of the Competition, the Promoter reserves the right in its sole discretion to cancel, terminate, modify or suspend the Competition, subject to any applicable law.

The Promoter reserves the right to exercise its absolute discretion in excluding entries that it considers to be contrary to law.

All determinations of the Promoter in connection with the Competition are made at its absolute discretion and are final. The Promoter will not enter into correspondence or discussions with any Entrant regarding the result of the Competition or any other decision of the Promoter in connection with the Competition. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

The Competition is governed by the laws of the State of Victoria, Australia.