

The online form to enter the Promotion is on Council's website at [www.gleneira.vic.gov.au/getvaxxed](http://www.gleneira.vic.gov.au/getvaxxed)

Information about how to enter the Promotion and details of the Prizes offered will be published on Council's website on [www.gleneira.vic.gov.au/getvaxxed](http://www.gleneira.vic.gov.au/getvaxxed) and form part of these Terms and Conditions.

The Promotion is a game of chance.

### **Terms and Conditions of the Get Vaxxed promotion (Promotion)**

By entering the Promotion, you agree to be bound by these terms and conditions.

1. The Promotion is being run by Glen Eira City Council, ABN 65 952 882 314, Corner Glen Eira and Hawthorn Roads, Caulfield VIC 3162 (**Council**).
2. The Promotion period will run for 15 weeks, from 9am 27 September 2021 until 11:59 pm on 9 January 2022 (**Promotion Period**).

### **Eligibility**

3. To be eligible to enter the Promotion, an entrant must:
  - 3.1 be a resident, work or study in Glen Eira;
  - 3.2 be fully vaccinated with therapeutic goods in accordance with the National COVID-19 Vaccination Program;
  - 3.3 complete and submit a valid entry during the Promotion Period;
  - 3.4 provide their first name and the suburb of residence; and
  - 3.5 agree to provide evidence of eligibility to enter the Promotion if selected as a Prize Winner.
4. There is a limit of one entry to the Promotion per person during the Promotion Period.
5. The time of entry to the Promotion will be deemed to be the time Council receives the entry.
6. Entrants are permitted to have received one or both of their COVID-19 vaccinations before the commencement of the Promotion period.
7. If an entrant is under 18 years of age, they must get approval from their parent/guardian before they enter, and if they are under 18 years of age on the date a Prize is awarded, it will be awarded to their parent/guardian. By approving the entrant's participation or accepting any Prize on the entrant's behalf, the entrant's parent/guardian accepts these conditions.
8. Individuals who are employees of, or are contracted to work for, Council and their immediate family members are ineligible to enter.
9. All Prize Winners must meet the eligibility criteria stated in clauses 3, 4, 5, 6, 7 and 8.
10. Council accepts no responsibility for late, lost, or misdirected entries and will determine if an entry is eligible at its absolute discretion with no legal liability.
11. Council reserves the right to disqualify any entrant who tampers with the entry process.

### **Prize draws**

12. There will be one (1) draw per week during the Promotion Period, with a total of fifteen (15) draws (**Prize Draws**).

13. Subject to clause 25, valid entries to the Promotion will be entered into each of the remaining Prize Draws during the Promotion Period.
14. The Prize Draws will be conducted by Council.
15. Council will select the winner of each Prize Draw (**Prize Winner**). Council's decision is final, and no correspondence will be entered into.

### **Notification**

16. Within two (2) business days of each Prize Draw, Council will notify the Prize Winner by:
  - (a) email, at the email registered with Council; and
  - (b) telephone, at the telephone number registered with Council.
17. Council reserves the right, at any time, before awarding a Prize to verify the validity of entries by requesting:
  - 17.1 proof that during the Promotion Period, the Prize Winner was a resident, worked or studied in Glen Eira;
  - 17.2 proof of age of the Prize Winner;
  - 17.3 identity of the Prize Winner; and
  - 17.4 proof of the Prize Winner being fully vaccinated with therapeutic goods in accordance with the National COVID-19 Vaccination Program.
18. If a Prize Winner:
  - (a) responds within two (2) business days of the notification under clause 16, they will have been deemed to have accepted their option to select a Prize (**Winner's Acceptance**); or
  - (b) fails to respond within two(2) business days of the notification under clause 16, they will automatically forfeit their option to select a Prize, and a new Prize Winner may be selected.
19. If the Prize Winner is unable to prove their eligibility within two (2) business days after being notified by Council under clause 16, they will automatically forfeit their option to select a Prize, and a new Prize Winner may be selected.

### **Prize selection**

20. The Prize Winner must select one of the following (the **Prize**):
  - 20.1 a shopping voucher valued at \$500 for either the Bentleigh, Carnegie, or Elsternwick Activity Centres; or
  - 20.2 a three-month membership to GESAC; or
  - 20.3 the latest generation iPad valued up to \$500.
21. If a Prize Winner does not select a Prize within two business days after being notified (refer to Clause 16), the option to select a Prize will be forfeited, and a new Prize Winner may be selected.
22. Prizes are not exchangeable or redeemable for cash or other goods or services.
23. A Prize cannot be transferred to any other person unless agreed to by Council.
24. If a Prize under clause 20 is unavailable, Council, in its discretion, reserves the right to substitute the Prize with a prize to the equal value or specification.
25. A maximum of one Prize will be awarded to an entrant during the Promotion Period.
26. The Prize under clause 20.1 must be redeemed within the nominated Activity Centre.

## **Exclusion of liability**

27. Council and its Councillors, employees, contractors and agents will not be liable for any losses, damages, expenses, costs or personal injuries arising out of this Promotion, the promotion of this Promotion or the use of any Prize, including but not limited to any breach of these terms and conditions, contract or tort (including negligence) and any other common law, equitable or statutory remedy (Damages) whatsoever, including but not limited to direct, indirect and consequential Damages, including Damages that cannot reasonably be considered to arise naturally and in the ordinary course of things, even if those Damages were in the contemplation of the parties.
28. The exclusion of liability in clause 27 does not apply to limit or exclude liability:
  - 28.1 for personal injury or death suffered or sustained in connection with the supply of goods or services supplied by Council in the ordinary course of business. To remove doubt, third party goods or services, which other than in connection with this Promotion, are in the normal course of business supplied by a third party unrelated to the parties, are not supplied by Council in the ordinary course of business; or
  - 28.2 to the extent it is not permissible at law to limit or exclude liability in the manner contemplated in that clause (in which case that liability is limited to the maximum extent allowable by law).

## **Personal information**

29. Any personal information collected by Council for this Promotion will be treated in accordance with the *Privacy and Data Protection Act 2014* and the *Health Records Act 2001*.
30. Entrants consent to Council using their personal information provided in connection with this Promotion for the purposes of facilitating the conduct of the Promotion.
31. The first name and the suburb of residence of a Prize Winner may be used for promotional purposes by Council on Council's social media accounts, websites and the Glen Eira News newspaper, unless the Prize Winner otherwise notifies Council at the time of the Winner's Acceptance that they do not consent to their first name being used for promotional purposes by Council.
32. Sensitive personal information collected from the Prize Winners to verify their eligibility for the Promotion will not be retained by Council. However, each Prize Winner's vaccination status will be ascertainable due to the Prize Winner's details being published under clause 31.

## **General**

33. Council reserves the right (subject to any applicable law) to cancel, terminate, modify, or suspend this Promotion without further recourse to the entrants or Prize Winners. No correspondence will be entered into.
34. If any act, omission, event or circumstance occurs which is beyond the reasonable control of Council and which prevents Council from complying with these Terms and Conditions, Council will not be liable for any failure to perform or delay in performing its obligations.

35. Council reserves the right to update these Terms and Conditions from time to time in its sole discretion for administrative reasons or to ensure efficient operation of the Promotion. Changes will be published on Council's website: [www.gleneira.vic.gov.au/getvaxxed](http://www.gleneira.vic.gov.au/getvaxxed)
36. Failure by Council to enforce any of its rights at any stage does not constitute a waiver of those rights.

## **Privacy**

Council is committed to protecting your privacy. Entrants' personal information provided in connection with this Promotion will be handled in accordance with Council's Privacy Policy. Unless required or authorised by law, your personal information will not be disclosed without your consent to any other external party. For more information about privacy at Glen Eira City Council, including your right to seek access to your personal information, please get in touch with the Council's privacy officer on 9524 3333. Council's Privacy Policy is available at: <http://www.gleneira.vic.gov.au/Council/Legislation-and-governance/Privacy>