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**SUMMER STAGE: eDM SIGN UP COMPETITION  
COMPETITION TERMS AND CONDITIONS**

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## Competition Terms and Conditions

<b>Item 1</b>	<b>Promoter</b>	Casey City Council of Patrick North East Drive, Narre Warren Victoria 3805 ABN is 43 320 295 742
<b>Item 2</b>	<b>Competition</b>	Summer Stage eDM Sign Up Competition  The competition is designed primarily for the promotion of the Bunjil Place eDM newsletter program, by offering the chance to win Summer Stage Summer Passes (valued at \$300)
<b>Item 3</b>	<b>Entry Period</b>	Commences: Monday 18 November 2024 – 12.00 pm Closes: Sunday 15 December 2024 – 11.59 pm
<b>Item 4</b>	<b>How to Enter</b>	<i>To enter, individuals must visit the Bunjil Place website and sign up for our eDM newsletter program on this page <a href="https://tickets.bunjilplace.com.au/account/create/brief">https://tickets.bunjilplace.com.au/account/create/brief</a></i>  <i>Any valid sign up to our email program during the Entry Period will be considered an entry into the competition.</i>  <i>The email address must be a valid, unique email address that has not been used to sign up for our eNewsletter program previously. This competition is only available for customers not currently subscribed to the Bunjil Place eNewsletter.</i>  <i>Entries submitted after the Entry Period has closed will be deemed invalid. A maximum of one (1) entry is permitted per individual.</i>
<b>Item 5</b>	<b>Draw</b>	All entries received during the Entry Period will be entered into the Draw. The Draw will take place at Bunjil Place, 2 Patrick North East Drive, Narre Warren, VIC 3805] on Monday 16 December at 12.00 pm. The 6 winners will be selected by random number generator.
<b>Item 6</b>	<b>Winner(s) Notification</b>	Winner(s) will be notified via email within two (2) business days of the Draw.
<b>Item 7</b>	<b>Prize</b>	Summer Stage Prize Winners receive vouchers to the value of \$300, comprised of \$250 for event tickets and \$50 for Food & Beverages.  Summer Stage Ticket Vouchers may be redeemed for full or part payment of Summer Stage 2025 event tickets sold via Bunjil Place Ticketing Services. Bookings can be made in person at the Bunjil Place Box Office, or by calling 9709 9700. Tickets are subject to availability at the time of booking.  Summer Stage Food and Beverage Vouchers may be redeemed for full or part payment of Food & Beverages sold on site at Bunjil Place during Summer Stage 2025.  Prizes are not transferable or exchangeable for cash. The prize will be issued within 28 days of draw.

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## Competition Terms and Conditions

### 1. ACCEPTANCE OF TERMS AND CONDITIONS

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By entering this Competition, you, as the Entrant acknowledge and agree that:

- 1.1. Information on how to enter and the conditions of entry form part of these Terms and Conditions;
- 1.2. Participation in the Competition is deemed acceptance of the Terms and Conditions;
- 1.3. All Items may be subject to further conditions contained in attached clauses;
- 1.4. Any and all costs associated with entering the Competition remain the responsibility of each Entrant;
- 1.5. All details provided by the Entrant are true and accurate.

### 2. ELIGIBILITY

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- 2.1. Entry is open to Australian Residents.
- 2.2. Employees of the Promoter and their immediate families are ineligible to enter the Prize Draw. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.
- 2.3. Entrants must be 18 years of age or over.
- 2.4. *Entrants must be new subscribers of the Bunjil Place eNewsletter, having signed up within the Entry Period defined in Item 3. Subscribers who have signed up outside of this period are not eligible to enter this competition.*

### 3. HOW TO ENTER

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- 3.1. To enter the Competition, the Entrant must follow the procedure specified in Item 4 to the extent that Item 4 is not inconsistent with these Terms and Conditions.
- 3.2. Entries will be deemed invalid if submitted outside of the Entry Period specified in Item 3.
- 3.3. Entries will be deemed invalid if the Entrant provides an incomplete or invalid email address.
- 3.4. Each Entrant will have an equal chance of being randomly drawn.

### 4. DRAW DETAILS

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- 4.1. The Promoter will draw the winner(s) following the procedure specified in Item 5.
- 4.2. The Promoter reserves the right to draw reserves in case of an invalid entry or an ineligible Entrant.

### 5. WINNER(S) NOTIFICATION

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- 5.1. The names of the winner(s) will be published on the Bunjil Place website if agreed by the winner(s).
- 5.2. The winner(s) will be notified in writing via email as per the procedure outlined in Item 6.
- 5.3. Whilst best efforts will be made to contact the winner(s), the winner(s) may be substituted via a second draw on 8 January 2025 and will forfeit the Prize in whole if:

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- 5.3.1. The winner(s) fails to respond within 15 business days of receiving notification; or
- 5.3.2. The winner(s) of the first draw cannot be reasonably identified or notified and reasonable efforts made by the Promoter to identify and notify the winner(s) were unsuccessful.
- 5.4. The winner(s) of the second draw will be notified via email within 1 business day of the second draw.

## 6. PRIZE

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- 6.1. The Prize is specified in Item 7.
- 6.2. The Prize value is the recommended retail value in Australian dollars and is correct at time of printing. The Promoter takes no responsibility for variations in the Prize value.
- 6.3. The Prize is not exchangeable or redeemable for cash or other prizes. The Prize is provided by the Promoter. Transport, parking and any other costs associated with redeeming the Prize are at the winner(s)' expense.
- 6.4. The Prize can be collected at Bunjil Place Box Office by making in person bookings at the Bunjil Place Box Office, or by calling 9709 9700 to arrange bookings. Tickets are subject to availability at the time of booking. Once booked, tickets may be picked up from the Bunjil Place Box Office, or emailed to an email address of the winner(s) choice.
- 6.5. The Prize is subject to availability, non-transferable and not exchangeable. The Promoter is not responsible or liable if for any reason beyond their reasonable control if any element of any Prize is not provided. The Promoter may substitute a different prize of equivalent value in place of any prize referred to in these terms and conditions, only where the circumstances in which the Prize has become unavailable are beyond the reasonable control of the Promoter and reasonable attempts have been made to reach an agreement with the winner of the Prize were unsuccessful and the prize is of the same or greater value than the original Prize. The Prize does not include any other costs of a personal nature not stated. The Prize must be taken as stated and no compensation will be payable if the recipient is unable to use it as stated.
- 6.6. The Promoter will not be liable for any loss or damage whatsoever (including but not limited to direct or consequential loss) or any personal injury suffered or sustained in connection with the Prize except for any liability that cannot be excluded by law.
- 6.7. The Promoter reserves the right to request proof of identity, proof of residency and proof of entry validity. Proof of identification, residency and entry considered suitable for verification is at the absolute discretion of the Promoter. In the event that a winner(s) cannot provide suitable proof the winner(s) will forfeit the Prize in whole and no substitute prize will be offered.
- 6.8. The judge or judges reserve the right to not award a prize if they are of the opinion that all entries do not have sufficient merit to warrant a prize.

## 7. PRIVACY

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- 7.1. By entering into this Competition, the Entrant consents to any personal information collected being used by the Promoter for the purpose(s), or directly related purpose(s), of conducting the Competition in line with the Privacy and Data Protection Act 2014 and the promoters [Privacy Policy](#).
- 7.2. The Entrant consents to any personal information being used to update Council's customer databases to assist the Promoter in discharging its functions or providing services.

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- 7.3. The personal information collected will not otherwise be disclosed unless permitted or required by law. If the information is not collected, your entry to the Competition may be invalid. Requests for access to and/or amendment of personal information should be made to the Promoter's Integrity Officer.

### 8. RELEASE AND INDEMNITY

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- 8.1. Nothing in these Terms and Conditions limits, excludes or modifies the statutory consumer guarantees as provided under the *Competition and Consumer Act 2010* (Cth) or the *Australian Consumer Law and Fair Trading Act 2012* (Vic), as well as other warranties (express or implied) under any state, federal or national legislation which cannot be excluded and all Entrants release from, and indemnify the Promoter against all liability, cost, loss or expense arising out of acceptance of any prize(s) or participation in the promotion including (but not limited to):
- 8.1.1. loss of income, loss of opportunity, personal injury and damage to property, whether direct or consequential, foreseeable, due to some negligent act or omission or otherwise;
  - 8.1.2. any technical difficulties or equipment malfunction (whether or not under the Promoter's control), any theft, unauthorised access or third-party interference, any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter, or use of a prize.

### 9. GENERAL

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- 9.1. All decisions and actions of the Promoter relating to the Giveaway and/or redemption of the prizes are exercised at its absolute discretion and are final. No discussions or correspondence with Entrants or any other person will be entered into.
- 9.2. The Promoter accepts no responsibility for any incorrectly submitted, incomplete, late, lost or misdirected entry cards or, for any technical malfunction of any communications network.
- 9.3. There are no charges to enter the Competition. Any costs arising directly or indirectly with entering the Competition are the Entrant's responsibility.
- 9.4. The Promoter reserves the right, at their discretion to:
- 9.4.1. adjudicate on the eligibility of applicants;
  - 9.4.2. disqualify any participant where the Promoter reasonably suspect any improper conduct, such as infringing a third party's intellectual property rights; and
  - 9.4.3. modify, suspend, terminate or cancel the Competition, as appropriate.

### 10. INTELLECTUAL PROPERTY

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- 10.1. The Entrant retains the intellectual property rights of all material submitted, but provides a perpetual licence to the Promoter to retain, display in exhibitions, publish, catalogue, sell copies and publish thumbnails of all entries on the Promoter's website and other internet platforms.

By entering the Competition, the Entrant warrants that permission has been obtained from authorised persons (including but not limited to copyright, trademark, patent and/or design owners and individuals depicted in any photographs or images) to publish the entries on the Promoter's website, or use the material in marketing, in print and/or electronically.