

# Share your tree – photo competition

## 'Terms and Conditions':

Information on how to enter forms part of the terms of entry.

Participation in this competition is deemed acceptance of these Conditions of Entry. Entry into the competition is deemed acceptance of these terms and conditions.

1. The Promoter is Hobsons Bay City Council.
2. Entry is open to all residents of Hobsons Bay. However, employees of Hobsons Bay City Council are not eligible to enter. Immediate families of employees are eligible to enter.
3. The competition commences on **Wednesday 20 October 2021 at 9am** and concludes on **Tuesday 30 November 5pm (AEST)**.
4. Entrants may enter via sharing a public post on Facebook or Instagram and using the #BuildingOurUrbanForest and may enter more than once. Only one prize per winner.
5. To enter, entrants must:
  - a. Access and log in to their personal Facebook or Instagram account.
  - b. Share a photo of a tree they planted from a Hobsons Bay tree giveaway. Entrants may only enter a photograph of a tree on their property. Entrants must own the copyright of the photograph uploaded or otherwise be entitled to use the photograph in this way.
  - c. Ensure the post is public, private posts that cannot be searched will not be able to enter the competition.
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. The Promoter reserves the right to verify the validity of entries and to disqualify any entry which, in the opinion of Promoter, includes objectionable content, profanity, potentially insulting, inflammatory or defamatory statements, disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these Terms & Conditions of Entry or who has, in the opinion of Promoter, engaged in conduct in entering the promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the promotion and/or Promoter.

8. 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 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 Promotion Instagram Page 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;

c. to report abuse, harassment, inappropriate content or privacy complaints by calling 1300 179 944.

9. Entries must be received by 5pm (AEST) on Tuesday 30 November at 5pm. The time of entry will be based on the time it's received by the Hobsons Bay City Council Facebook or Instagram page. The Promoter accepts no responsibility for any late, lost or misdirected entries due to technical disruptions, network congestion or for any other reason.

10. Prizes will be drawn on **Wednesday 1 December, 11am** at the **Altona Civic Centre**. The winners will be contacted via social media through a direct message.

11. The prizes are three vouchers for 20 x indigenous tubestock plants from Newport Lakes Nursery to the approximate value of \$50, one voucher per a winner.

Prizes are not redeemable for cash, nor are the prizes transferable or exchangeable. The vouchers will be addressed in the name you provide with your competition entry and confirmed after the winner is selected via the draw

12. Once prizes have left the Promoter's premises; the Promoter takes no responsibility for prizes lost or stolen.

If a winner cannot be contacted by **8 December 2021**, a further draw will be conducted to determine a new winner.

13. By accepting the prize, the winner agrees to: - Their photo being used across City of Hobsons Bay's website and social media pages for promotion of this competition, and participate in and co-operate as required with all reasonable media editorial requests relating to the prize, including but not limited to, being interviewed and photographed, throughout the duration of the prize.

14. The Promoter's decision is final and the Promoter will not enter into correspondence regarding the competition result. Thank you for entering and good luck!

## **Privacy Collection Statement**

Hobsons Bay City Council is committed to protecting your privacy. The personal information and supplied by you will be used by Council to contact you to collect your prize. Your personal information will not be disclosed to any external party without your consent, unless required or authorised by law. As part of the competition and using the #BuildingourUrbanForest, Council is able to share public posts through Council's social media platforms. You have the right to access your personal information and make corrections. If you have any queries or wish to gain access to amend your information, please contact Council's Privacy Officer on 1300 179 944.