# **TERMS & CONDITIONS**

## HOYTS NORWOOD DOUBLE PASS GIVEAWAY DECEMBER 2018 ("COMPETITION")

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City of Norwood Payneham & St Peters

#### General

- The Competition is being conducted by The City of Norwood Payneham & St Peters, 175 The Parade, Norwood SA 5067 (ABN 11390194824) ("the Council") in conjunction with HOYTS Cinemas ("the Supplier").
- Information on how to enter and the Prize forms part of these Terms and Conditions of entry.
- 3. Entry into the Competition is deemed as agreement to and acceptance of these Terms and Conditions.
- 4. If there is any inconsistency between these Terms and Conditions and anything else that refers to the Competition, these Terms and Conditions will prevail.
- The Competition commences at 5.00pm ACDT on Tuesday 18 December 2018 ("the Opening Date and Time") and closes at 4.00pm ACDT on Friday 21 December 2018 ("the Closing Date and Time").
- All Competition entries must be received by the Council prior to the Closing Date and Time. The time of entry will, in each case, be the time of receipt by the Council
- The Council does not accept any responsibility for any late, lost or misdirected entries not received by the Council or delays in delivery of an entry due to technical disruptions, network congestion or for any other reason.

## Eligibility

- 8. The Competition is open to open to all South Australian residents 13 years of age or older, with the exception of elected members, officers or employees of the Council and their immediate families and any of their associated companies and agencies. Immediate family includes the following: spouse, ex-spouse, defacto 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.
- 9. The Supplier reserves the right to require the Winner to provide proof of identity at the nominated Prize delivery address in order to claim the Prize. Proof of identification suitable for verification is at the discretion of the Supplier. In the event that the Winner cannot provide proof suitable to the Supplier, the Winner will forfeit the prize in whole and a substitute will not be offered.

## Entering

10. To enter the Competition, an Entrant must during the period of the Competition, but before the Closing Date and Time, visit <a href="https://www.facebook.com/TheParadeNorwood/">https://www.facebook.com/TheParadeNorwood/</a> ("the Parade Facebook Page") to submit their entry by 'liking' the Council post advertising the Competition ("the Entrant").

- Each Entrant may only submit one (1) entry in the Competition in accordance with these Terms and Conditions.
- 12. An entry that is made on behalf of an Entrant by a third party is invalid unless the Entrant requires the assistance of a third party to enter due to a disability.
- 13. The Council reserves the right to verify the validity of all entries and reserves the right to disqualify any Entrant for failing to comply with any of these Terms and Conditions, or for tampering with the entry process, or for submitting an entry which is not in accordance with these Terms and Conditions.
- 14. Entrants accept full responsibility for the content of their entry and for ensuring that their conduct in entering the Competition and their entry complies with these Terms and Conditions.

### Prize

- 15. The Prize means \$38 (inclusive of GST) total in the form of a HOYTS Recliner Double Pass from the Supplier valid only for use at HOYTS Norwood, Parade Central, 185 The Parade, Norwood SA 5067, excluding special events ("Prize").
- 16. The Prize cannot be transferred, exchanged or redeemed for cash. The Prize can be limited to specific ranges at any time by the Supplier without notice. Extensions, alterations and upgrades to the Prize are subject to availability and at the Winner's own expense.
- The Council does not accept any responsibility for any changes in prize value between now and the Prize redemption date.

## Draw

- The Prize will be drawn at random at 4.00pm ACDT on Friday 21 December 2018 at the City of Norwood Payneham & St Peters, 175 The Parade, Norwood SA 5067
- 19. Only one (1) Entrant shall receive the Prize ("Winner").
- 20. The Winner will be contacted by a Facebook Messenger message from the Council by 5.00m ACDT on Friday 21 December 2018.
- 21. The Winner will be announced on the Parade Facebook Page and may be announced on <a href="https://www.facebook.com/HoytsNorwood/">https://www.facebook.com/HoytsNorwood/</a> ("the Hoyts Facebook Page").
- 22. The Winner must make contact with the Council via return Facebook Messenger message to the Parade Facebook Page to claim the Prize. If the Winner does not claim the Prize in accordance with these Terms and Conditions the Prize is forfeited without compensation.

23. The Winner can collect the Prize from the Supplier at HOYTS Norwood, Parade Central, 185 The Parade, Norwood SA 5067 from Wednesday 26 December 2018.

#### Promotional material

- 24. All entries become the property of the Council.
- 25. As a condition of entering this Competition the Entrant agrees that, in the event they are the Winner, they will participate in all reasonable promotional activities in relation to the Promotion as requested by the Council and the Supplier.
- 26. By submitting their entry in accordance with these Terms and Conditions, the Entrant consents to having their name (as it appears on their Facebook profile) retained and used by the Council and/or the Supplier for the purposes of this Competition, including (without limitation) publication on the Parade Facebook Page and/or the Hoyts Facebook Page.
- 27. Entrants acknowledge and agree that it is a condition of accepting the Prize that as the Winner, they will, if required by the Council, sign a legal release in a form determined by the Council.

## General

- 28. The Council's decision is final and the Council will not enter into any correspondence regarding the result of the Competition.
- 29. To the extent permitted by law the Council shall not be liable for any loss, damage, injury or death (including but not limited to indirect or consequential loss) suffered or sustained by any person whether caused directly or indirectly by any act or omission of the Council or its servants or agents in connection with the Competition or the Prize.

- 30. The Council is not responsible for any incorrect or inaccurate information or for any of the equipment or programming associated with or utilised in this Competition, or for any technical error, or any combination thereof that may occur in the course of the administration of the Competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.
- 31. The Supplier reserves the right to substitute the Prize in whole (or any of its components), with another prize of equal or greater value.
- 32. If for any reason this Competition is not capable of running as planned; whether caused by infection of computer virus, mobile phone failure, line drop out, bugs, tampering, unauthorized intervention, fraud, technical failures or any other cause beyond the control of the Council that corrupts or affects the administration, security, fairness or integrity of the Competition, subject to any written direction from any State Authority the Council reserves the right in its sole discretion to cancel, terminate, modify or suspend the Competition without any liability to any Entrant.
- 33. Entrants are solely responsible for any costs associated with accessing the Parade Facebook Page and the Hoyts Facebook Page. Access to these sites is dependent on the internet service provider.
- 34. The Council reserves the right in its sole discretion to disqualify any Entrant whom the Council has reason to believe has breached any of these Terms and Conditions or engaged in any unlawful or other improper conduct calculated to jeopardise the fair and proper conduct of this Competition. The Council's legal rights to recover damages or other competition from such an offender are reserved.