



COMPETITION TERMS AND CONDITIONS

General Terms

1. All information on how to enter this competition forms part of these terms and conditions of entry. These terms and conditions exist in conjunction with the terms and conditions of the prize supplier. Entry into this competition is deemed acceptance of these terms and conditions and the prize supplier's terms and conditions.
2. This competition is run by City of Parramatta Council (ABN 49 907 174 773) of 126 Church Street, Parramatta NSW 2150 (**Promoter**).
3. The Promoter reserves the right at any time to disqualify any individual who the Promoter reasonably believes has breached any of the terms and conditions or engaged in any unlawful or other improper conduct, calculated to jeopardise the fair and proper conduct of the competition.
4. The Promoter is not responsible for any incorrect or inaccurate information or for any fault in the equipment utilised in this competition, which may result in error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to or alterations of entries.
5. The Promoter may suspend, cancel, or vary the competition at any time. The Promoter will not be responsible for any loss incurred by the entrant in relation to such suspension, cancellation, or variation.
6. To the extent permitted by law, the Promoter will not be liable for any injury, damages, expenses, or loss whatsoever (whether direct or consequential) to persons or property, as a result of any person entering into the competition or accepting or using any prize.
7. By entering this competition, the entrant releases the Promoter (including their agents and affiliates) from, and indemnifies the Promoter against, all liability, loss, damage, or injury arising from or in connection with this competition or prize.
8. The competition is in no way sponsored, endorsed, or administered by or associated with Facebook, Instagram, or any other social media.

How to Enter

9. To enter, entrants are required to take a photographic image or video at the Brickman Cities exhibition at PHIVE, and share on Instagram or Facebook. Entrants are also required to use the hashtag #BrickmansCitiesPHIVE or #BrickmanCitiesPHIVE and tag @PHIVE.PS on Instagram or @PHIVEParramattaSquare on Facebook. (**Entry**).
10. Entrants may submit multiple Entries, provided that each Entry contains a different image or video.
11. The competition opens at 9am (AEDT) on Friday 16 December 2022, and closes at 6:00pm (AEDT) on Sunday 23 April 2023. No responsibility will be accepted for late, lost, or misdirected Entries.
12. The competition is only open to entrants residing in New South Wales.
13. Employees of the Promoter and their immediate family members are not eligible to enter this competition.

14. All entrants aged 12 years or under, must obtain the consent of a parent or legal guardian to enter the competition. The entrant must provide evidence of such consent to the Promoter upon request. These terms and conditions will bind the entrants and any parent or legal guardian who gives their consent.
15. Upon request by the Promoter, the entrant must provide further information in relation to their Entry.
16. The Entry must be the entrant's own original work. By entering the competition, the entrant warrants that the Entry does not infringe the intellectual property rights of a third party. Entries that infringe intellectual property rights are automatically disqualified from the competition. The entrant indemnifies the Promoter against any costs that the Promoter may incur as a result of any intellectual property right infringement.
17. By entering into this competition, the entrant grants the Promoter a non-exclusive, fee-free licence to use, reproduce, modify, adapt, edit, publish, and communicate the Entry to the public. The Promoter may use the Entry for any promotional, marketing, or other City of Parramatta Council purposes.
18. The Promoter reserves the right to verify the validity of the Entries and to disqualify any entrant for tampering with the entry process, or submitting an Entry that is not in accordance with these terms and conditions.

Prizes

19. This competition is based on a game of skill. Chance plays no part in determining the winner.
20. The winners will be selected by the Promoter on Wednesday 1 February 2023 (for the December/January period), on Wednesday 1 March 2023 (for the February period), on Monday 3 April 2023 (for the March Period) and Wednesday 26 of April 2023 (for the April period).
21. The Promoter's decision is final, and no correspondence will be entered into.
22. Each winner will receive a LEGO® brick kit up to the retail value of \$999.95. The kit will be selected at the discretion of the Promoter. There are 4 prizes in total (1 prize per person).
23. A winner is only entitled to one prize, which will be allocated by the Promoter, at its discretion.
24. Winners will be notified via Facebook messenger or Instagram direct messages. Winners will be announced via PHIVE's social media channels.
25. If a winner does not respond within 48 hours of the first contact made by the Promoter, the prize may be forfeited, and the Promoter reserves the right to select another winner from the remaining eligible Entries.
26. The Promoter will contact the winner with further details on how to claim their prize, and the Promoter may request documentary evidence to verify the winner's identity and address. The Promoter will arrange for the delivery of the prize.
27. All entrants aged 17 years or under, whose Entry is a winning Entry, must obtain the consent of a parent or legal guardian to provide their postal address to the Promoter, in order for the Promoter to post the prize to the winning entrant. The entrant must provide evidence of such consent to the Promoter upon request. These terms and conditions will bind the entrants and any parent or legal guardian who gives their consent.
28. Any ancillary costs associated with redeeming the prize are not included. The prize will not be replaced when lost, damaged or stolen.
29. The prize is not exchangeable, transferrable, or redeemable for cash.
30. In the event that a prize becomes unavailable, due to circumstances beyond the Promoter's control, the Promoter reserves the right to provide a similar product to the same or greater value as the original prize, subject to any applicable laws or written directions made under applicable legislation.

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Privacy Protection Notice

31. **Purpose of collection:** The Promoter is collecting the entrant's postal address in order for the Promoter to deliver the prize to the winner(s) of the competition.
32. **Intended recipients:** The intended recipient of this information is City of Parramatta Council, as the Promoter. The Promoter will not disclose the entrant's personal information to the public or to third parties.
33. **Supply:** While the supply of this information is voluntary, if the winning entrant does not provide this information, they will not be able to receive their prize.
34. **Access/Correct/Amend:** The information collected can be accessed by the entrant and may also be available to third parties, in accordance with City of Parramatta Council's Privacy Management Policy and Privacy Management Plan. The entrant may make an application for access or amendment to personal information held by the Promoter. The Promoter will consider any such application in accordance with the *Privacy and Personal Information Protection Act 1998* (NSW).
35. **Storage:** The Promoter is the agency that holds the information and will store it securely.
36. **Contact:** The Promoter can be contacted on 1300 617 058 or 9806 5050, at 126 Church Street, Parramatta NSW 2150, or council@cityofparramatta.nsw.gov.au.
37. For further details on how the Promoter manages personal information, please refer to the Promoter's Privacy Management Plan.

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