

Banyule City Council

2017 Banyule BestBiz Awards

Prize Draw Terms & Conditions



1. Information on how to enter the promotion forms part of these terms and conditions of entry. Entry into the promotion is deemed acceptance of these terms and conditions.
2. The promoter is Banyule City Council (ABN 16 456 814 549) of Level 3, 1 Flintoff Street, Greensborough, Victoria 3088 (Promoter).
3. The promotion commences at 12.01am (AEST) on 1 September 2017 and closes at 11.59pm (AEST) on 22 October 2017 (Promotion Period).
4. Entry into the promotion is open to people 13 years of age or over (Eligible Entrants). You do not have to live in Banyule to enter. Employees of Banyule City Council including contractors and their immediate families may vote for their favourite businesses but are ineligible to enter the promotion.
5. Eligible Entrants will receive an entry into the competition when, during the Promotion Period, they submit a nomination/vote into the Banyule BestBiz Awards via the awards application (see below) between 12.01am (AEST) on 1 September 2017 and 11.59pm (AEST) on 22 October 2017. Eligible Entrants must submit entries online via the awards application (<https://au.openforms.com/Form/bbe42d6e-361d-44a6-853d-1697ec64ca0a>) or via the printed voting form available in local businesses, at Council Service Centres or in the September-October 2017 Banyule Banner, which can then be mailed/dropped off to Banyule Council Service Centres or deposited in the specially marked competition entry boxes at local shopping centres
6. Eligible Entrants will receive one entry in the prize draw each time they nominate a business in one of the 8 categories of the Banyule Business Awards – a maximum of 8 entries per person.
7. While voting across more than one category is acceptable and encouraged, multiple nominations by the same entrant in the same category during the Promotion Period will be considered as a single vote for the initially nominated business, and a single entry in the prize draw.
8. Owners' corporations, organisations and other business entities are not eligible to enter. The competition is open to customers, staff and all other affiliated individuals.
9. To enter the competition Eligible Entrants must submit an entry in accordance with clauses 5 to 8 during the Promotion Period (from 12.01am (AEST) on 1 September 2017 and closes at 11.59pm (AEST) on 22 October 2017).
10. The Promoter is not responsible for any technical malfunction of any communications network or any late, lost, incorrectly submitted, delayed, ineligible, incomplete, corrupted or misdirected entry whether due to error, transmission interruption or otherwise.
11. The time of entry will be deemed to be the time the nomination of a business (within one of the 8 award categories) is submitted via the [awards application](#) or received by Banyule Council in the cases of hard copy entry forms.
12. The Promoter reserves the right at any time to verify the validity of entries and Eligible Entrants (including an entrant's identity and age) and to disqualify any Eligible Entrant who tampers with the entry process, falsifies information or fails to comply with clauses 4 to 8. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
13. The competition is a game of chance. The draw will take place on 31 October 2017 at the offices of the Promoter at 1 Flintoff Street, Greensborough, Victoria and will be conducted by the Promoter. In total, one Eligible Entrant will be judged the winner. The result of the draw is final and no correspondence will be entered into. The Promoter reserves the right to redraw in the event of any entrant being unable to satisfy these terms and conditions, forfeiting or not claiming the Prize within 28 days of the draw (by 5pm (AEST) on 28 November 2017). For any prize that remains unclaimed by 5pm (AEST) on 28 November 2017, the Promoter may conduct a further draw on 29 November 2017 at the same place as the original draw, subject to any written direction given under applicable law.
14. There is one prize: \$1,000. The maximum total prize value is AU\$1,000. The Promoter accepts no responsibility for any variation in the value of the prize.
15. Any winner determined in accordance with clause 13 will be notified via phone and or email within 2 business days of the draw.

16. If any winner is aged between 13 and 16 years of age, the prize will be awarded to the winner's parent and or guardian at the Promoter's discretion.
17. Each entry and the entry details remain the property of the Promoter. The name (and photograph unless the winner stipulates otherwise) of the winner may be used for promotional purposes by the Promoter. Entrants consent to the Promoter using personal information provided in connection with this promotion for the purposes of facilitating the conduct of the promotion and awarding any prizes (including to third parties involved in the promotion and any applicable statutory authorities) and for the purposes of marketing in connection with the Promoter's business activities. Without limiting the foregoing, entrants' personal information provided in connection with this promotion will be handled in accordance with the Promoter's Privacy Statement, a copy of which is available at banyule.vic.gov.au/Council/Governance/Privacy.
18. The Promoter, its related bodies corporate and their respective officers, employees, contractors and agents (Promotion Parties) 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 Promotion Parties.
19. If any act, omission, event or circumstance occurs which is beyond the reasonable control of the Promoter and which prevents the Promoter from complying with these terms and conditions, the Promoter will not be liable for any failure to perform or delay in performing its obligations and the Promoter reserves the right (subject to any applicable law) to cancel, terminate or modify or suspend this promotion.
20. The Promoter accepts no responsibility for any tax implications that may arise from accepting a prize. Independent financial advice should be sought.