

Place Enrichment Strategy Survey Competition

2022 Terms & Conditions

The City of Mandurah (**City**) together with Hatch Roberts-Day (**Hatch**) are running the Place Enrichment Strategy Survey Competition (**Competition**).

By entering the competition, entrants (**Entrant**) are agreeing to abide by the following Competition terms and conditions (**Terms and Conditions**).

1. Definitions

In these Terms and Conditions, the following definitions apply:

- (a) **Entrant** means the person entering the Competition whose name and details are provided at the end of the survey.
- (b) **Entry** means any entry in this Competition competing for the Prizes as set out and available in this Competition.
- (c) **Participating Business/es** means:
 - (i) Sarba's Restaurant and Bar, Lakelands
 - (ii) Brewvino Bar, Kitchen, Lounge, Mandurah
 - (iii) Restaurant Café Coast, Wannanup
- (d) **Prize** means each of the three (3) prizes detailed in clause 3 below and **Prizes** means any number of them.
- (e) **Supplier** means any of the Participating Businesses, and Suppliers means all of them.

2. Entry

- (a) To be eligible to enter the Entrant must enter via the online survey. An Entrant must be 18 years or over.
- (b) To submit an Entry, the Entrant must complete the online survey (<https://www.surveymonkey.com/r/DX8NLR7>) by answering all of the questions available, completing the contact details at question 25 and ticking the acknowledgement of the Competition Terms and Conditions.

3. Prizes

- (a) The **Prize: 3 x \$100 vouchers to be spent at a local Mandurah business**. The vouchers use is limited by the Terms and Conditions of use by the individual Participating Business.

4. **Winning the competition**

- (a) A **Winner** refers to the Entrant randomly selected and allocated a Prize.
- (b) There are three (3) Prizes available, as described at clause 3 above.
- (c) There is a maximum of one (1) Prize awarded per Winner.
- (d) The Competition starts on Thursday 13 October 2022 and closes on Thursday 3 November 2022.
- (e) The Winners will be drawn on Friday, 4 November 2022.
- (f) The City will make all reasonable attempts (a minimum of three attempts) to contact the Winners from Friday, 4 November 2022. If the City has been unable to contact a Winner by Friday, 18 November 2022 the Winner will forfeit their Prize. The City will endeavour to redraw a new Winner of the forfeited Prize.
- (g) The City or Supplier, in their absolute discretion, may disqualify Entrants and/or Winners who bring the Competition into disrepute.
- (h) Winners of the **Prize** must contact the **Participating Business** for bookings.
- (i) All Prizes will be single-use only. Authority for that single use is the Winner's responsibility only. The Prize cannot be transferred, and no refunds or exchanges are permitted. Neither the City nor any Supplier will be liable for any unauthorised registrations for a Prize.
- (j) The Winner must accept the Supplier's registration and participation terms and conditions available from the Participating Business.
- (k) Each Winner shall indemnify the City from all claims, costs, losses (whether direct or indirect) including any interest, injury or death, penalties, legal and other professional fees and expenses awarded against or incurred by the Winner as a result of their involvement in the activity as it relates to the Prize.

5. **Acknowledgments and undertakings**

- (a) The Entrant must not do anything or become involved in any situation which, in the opinion of the City, brings the City or the Competition into public disrepute, contempt, scandal or ridicule, offends public opinion or reflects unfavourably upon the City.
- (b) The Entrant understands and agrees that the City, in its absolute discretion, may exclude the Entrant from participating in the Competition if in the City's opinion the Entrant breached sub-clause (a) above.
- (c) The Entrant understands and agrees that participation in the Competition is at the Entrant's own risk.
- (d) The Entrant shall act in a responsible manner that is considered as reasonable by the City, Suppliers and other Entrants.

6. **Confidential Information and Intellectual Property**

- (a) The City retains ownership of the intellectual property that it has specifically developed in relation to this Competition. All other intellectual property remains the property of the creator.

7. Reserved Rights

- (a) The City reserves the right to change date and times of the Competition or any component of the Competition as needed. In the case that the Competition or a component of the Competition is changed the Entrant will be notified immediately.
- (b) Whilst every care is taken in the Competition program content and structure, the City reserves the right to alter or substitute components of the Competition as deemed appropriate.
- (c) These Terms and Conditions may be updated from time to time.

8. Indemnities

- (a) The Entrant releases and indemnifies the City and the Suppliers from all claims, costs, losses (whether direct or indirect) including any interest, injury, death, penalties, legal and other professional fees and expenses awarded against or incurred by the Entrant, as a result of their engagement in the Competition, or a breach of these Terms and Conditions or any wilful misconduct or a negligent act or omission by the Entrant or their authorised personnel or any other person for whose acts or omissions the Entrant is vicariously liable.
- (b) To the extent permitted by law, the Entrant accepts that the City, , Hatch and of the Participating Businesses will not be liable for any loss, damage, action, claim, costs or expenses, which may arise in consequence of participation in the Competition.

9. Force Majeure

For the purposes of this these Terms and Conditions, a Force Majeure Event means:

- (c) any occurrence or omission as a direct or indirect result of which the party relying on it is prevented from or delayed in performing any of its obligations (other than a payment obligation) under these Terms and Conditions and that is beyond the reasonable control of that party; or
- (d) an act of war (whether declared or not) or terrorism, the mobilisation of armed forces, civil commotion or riot, natural disaster, lightning, fire, earthquake, storm, flood, drought, disease, pandemic, explosion, industrial action or labour disturbance, currency restriction, embargo, action, inaction or direction by a Government Agency, or a failure of a supplier, public utility or common carrier,
- (e) Government Agency means:
 - (i) a government or government department or other body;
 - (ii) a governmental, semi-governmental or judicial person; or
 - (iii) a person (whether autonomous or not) who is charged with the administration of a law.
- (f) Where the Competition or parts thereof are prevented, rendered impossible or unfeasible by reason of a Force Majeure Event the City may cancel or suspend the Competition.

- (g) Where the Competition or parts thereof are cancelled or suspended under this clause, the parties agree that there shall be no claim in damages by either party and, in the event of cancellation any obligations under these Terms and Conditions shall be waived.