

# 2019 New Music Stage Competition

## CONDITIONS OF ENTRY



### 1. Competition and Promoter

1.1 By entering the “2019 New Music Stage Competition” (**Competition**) and in consideration for the opportunity to participate in the Competition, each entrant agrees to be bound by and observe these Conditions of Entry. Information on how to enter and prize details form part of these Conditions of Entry.

1.2 The promoter of the Competition is City of Port Phillip ABN 21 76 29 77 945 of 99a Carlisle Street, St Kilda VIC 3182 (**Promoter**).

### 2. Who may enter

2.1 Subject to paragraphs 2.2, 2.3 and 2.4, entry into the Competition is open to residents of any state or territory in Australia.

2.2 The councillors, officers, management and employees (and immediate family members of officers, management and employees) of the Promoter and their related corporations and associated agencies are not eligible to enter the Competition. Immediate family means any of the following: spouse, de-facto spouse, child or step-child, parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.

2.4 Entrants can enter only once. Only one entry for each entrant will be considered for the voter prize.

### 3. Competition Period

3.1 The Competition commences at 11.00pm Australian Daylight Savings Time (**ADST**) on Sunday 10 February 2019 and ends at 5pm ADST on Friday 22 February 2019 (**Competition Period**).

3.2 Entries not received during the Competition Period or not completed in accordance with these Conditions of Entry will not be eligible to win.

### 4. How to enter

4.1 Eligible entrants must, during the Competition Period, vote for their favourite artist on the 2019 New Music Stage, through the Poll App (either on Facebook or through our website), and provide their email address (subscribing to the St Kilda Festival Newsletter), before the closing date and time.

4.2 The Promoter accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion,

theft, destruction, transmission interruption, communications failure or otherwise. The Promoter has no control over communications networks or services, the Internet, or computer or telephone networks or lines and accepts no responsibility for any problems associated with them, whether due to technical malfunction or otherwise. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred. Any form of automated entry using any device or software is invalid. Entries are deemed to be received at the time of receipt by the Promoter not at the time of transmission by the entrant.

## **5. Prize and notification**

5.1 The entries who voted and submitted their email addresses during the Competition Period and did not contravene the Competition Conditions of Entry, will be placed in a random name picking program. Random name selection will continue so that all eligible entrants' names have a place on the list. This process will be conducted by the Promoter at 99a Carlisle Street, St Kilda VIC 3182.

5.2 The entrant randomly selected first, in accordance with these Conditions of Entry, will be deemed the Competition winner.

### **5.3 There is one (1) prize to be won:**

• [Yamaha HPH-150 Headphones](#)

The total prize value is AUD\$139.99 RRP (including GST).

5.4 The prize winner will be notified by 5pm AEST Monday 25 February 2019 via email. The prize winner must respond with their contact details within 24 hours of the prize announcement to claim their prize.

5.5 One entrant will be eligible to win the prize during the Competition Period.

5.6 The Promoter accepts no responsibility for any variation in the value of a prize. The prize is not transferable or exchangeable. The prize is not redeemable for cash and must be taken as offered. If for any reason the prize winner does not take an element of the prize during the stated period and on the conditions stipulated by the Promoter or any third party, that element of the prize will be forfeited and cash will not be awarded in lieu of that element of the prize.

5.7 The Promoter and prize providers accept no responsibility for any changes and/or cancellations to the events or activities. In the event that one or more event or activity is no longer available, the remainder of the prize shall constitute the complete and total prize. The Promoter will not enter into any further correspondence with the winner and their nominated companion.

5.8 Prize details are subject to change. The Promoter takes no responsibility for any date or schedule changes.

5.9 The prize winners are responsible for all expenses not specified in these Conditions of Entry.

5.10 The prize winners acknowledge that the prize is subject to additional terms and conditions imposed by third party prize suppliers. The prize winners must become acquainted with any such additional terms and conditions prior to taking the prize. The Promoter does not accept responsibility and is not liable for any conditions imposed on the taking of the prize by any third-party prize supplier, or the breach of those conditions by any person.

5.11 The Promoter's decision is final and no correspondence will be entered into.

5.12 The Promoter reserves the right to not award the prize in the event no eligible entrants are received.

## **6. Unclaimed prizes**

6.1 If the prize is unclaimed by 5pm Tuesday 26 February, it will be awarded to the entrant ranked next by the random selection process outlined in 5.1. This process will be repeated every 24 hours until a prize winner has been contacted and the prize claimed. The prize remains the property of the Promoter until collected by the selected prize winner/s or unclaimed prize winner/s as the case may be.

## **7. Information for Prize Winner**

7.1 All entrants agree to provide the Promoter with identification if selected as a prize winner as outlined in paragraph 2.4.

## **8. Limitation of Liability**

8.1 Except for any liability that cannot by law be excluded (including as set out under paragraph 8.3), the Promoter, its related corporations and associated agencies (and any of their personnel) exclude all liability for any loss (including any damage, claim, injury, cost or expense) which is suffered or incurred by any entrant (including the prize winner) in connection with the Competition or a prize, including, without limitation:

(a) any indirect, economic or consequential loss;

(b) any loss arising from the negligence of the Promoter, its related corporations and associated agencies (and any of their personnel); and

(c) any liability for personal injury or death.

8.2 No responsibility will be taken by the Promoter or its authorised agents for lost, ineligible, misdirected or late entries due to technical reasons or any other reason. Entries that are not genuine or are incomplete, late or in any way fraudulent will be declared void.

8.3 Nothing in these Conditions of Entry limits, excludes or modifies, or purports to limit, exclude or modify, the statutory implied guarantees/warranties as provided under the *Competition and Consumer Act 2010* (Cth) and the *ASIC Act*

2001 (Cth), including the statutory consumer guarantees under the Australian Consumer Law, or similar laws in the States and Territories of Australia.

## **9. Privacy**

9.1 The Promoter will request the winning entrants' contact details as required to enable the winner to receive the prize and to enable the third-party prize supplier to communicate collection/delivery details with the winning entrants. No further use of this information will be made.

9.2 The Promoter will not record or use any personal data gathered inadvertently by any other entrants, with exception to entrant email addresses which will be subscribed to the distribution list with the entrants' consent.

## **10. General**

10.1 All entries must be original to and created solely by the entrant.

10.2 By submitting an entry and any other materials (save for any personal information) to the Promoter in connection with the Competition, each entrant represents and warrants that all elements contained in the entry or other material:

- (a) are fully cleared for use as contemplated in these Conditions of Entry;
- (b) do not and will not, in any way, violate or breach any of the terms of any other agreement the entrant may be a party to;
- (c) do not contain defamatory, tortious or otherwise unlawful, untrue or inaccurate information, infringe or violate any copyright or other right; or contain any matter the publication of which will violate any law;
- (d) are not obscene or likely to cause offence;
- (e) are not in any way cruel or abusive;
- (f) are not incomplete or indecipherable, and
- (g) will not require the Promoter to pay or incur any sums to any person or entity as a result of Promoters' use or exploitation of the same.

10.3 All entrants unconditionally and irrevocably consent to any act or omission which would otherwise infringe any of their moral rights in the entry and waives all moral rights in the entry that arise outside Australia.

10.4 If for any reason the Competition is not capable of running as planned, including due to infection by computer virus, bugs, tampering, technical failures or any other causes beyond the control of the Promoter, which corrupt or affect the fairness or integrity or proper conduct of the Competition, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process and to cancel, modify, terminate or suspend the Competition.

10.5 The Competition is not sponsored, endorsed or administered by, or associated with, Facebook.

## **11. Contact details**

11.1 It is the entrant's responsibility to inform the Promoter of any change to the entrant's contact details, including their email address.

11.2 If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.