



Celebrating Marion – online Talent contest terms and conditions

1. Information on how to enter forms part of the terms of entry. Entry into the competition is deemed acceptance of these terms and conditions.
2. The Celebrating Marion – online promotion is in no way sponsored, endorsed or administered by, or associated with Facebook.
3. The competition forms part of Council's Celebrating Marion campaign that seeks to profile the people and places that make the city unique.
4. All entries will be subject to Facebook terms of use or service which can be found at facebook.com/legal/terms
5. Employees and immediate families of the Marketer, and their associated agencies and companies connected with this competition, are not eligible to enter.
6. There will be three winners deemed the best by the judges who will receive a \$100 Westfield Shopping Centre voucher. The number of Facebook "likes" a submission receives will be taken into consideration, however the judges will decide the winners. The total prize pool for this competition is 3 x \$100 Westfield Shopping Centre vouchers.
7. The competition commences on Friday, 17 May 2019 at 9am and will be divided into three rounds:
 - Round one – 17 May to 1 July 2019
 - Round two – 20 December – 29 February 2020
 - Round three – TBC
8. Entry methods and terms and conditions for rounds two and three may be altered at the promoter's discretion.
9. The competition requires people to submit a photo or video clip of up to a maximum of 30 seconds to the City of Marion Facebook page during the dates of the three stages of the competition described in point 6 (above).
10. The photo or video clip should displaying a talent, which could include, but is not limited to: general entertainment, including dance, acrobatics, juggling, arts of any type, crafts, sport, music, gardening, magic tricks, DIY or other talents. Businesses can also submit a video clip, which could include highlighting an innovative new product. Video clips can show edited highlights of an action and do not have to be in "real time". Video clips may also include, or be entirely comprised of, still photographs.
11. The competition is open to all ages. It is assumed entrants under 18 have permission to submit an entry from an adult parent or caregiver.

12. Entrants must live within the Marion Council area. Winners will be requested to provide proof of identity and that they live in the Marion Council area.

13. Content must be appropriate to the City of Marion Facebook page Guidelines of Use. Content deemed inappropriate will be removed. This includes, but is not limited to content that is:

- Racist, sexist or sexual
- Threatening or abusive,
- Harassing or bullying,
- Offensive, obscene or contains profanity,
- Spam, junk or advertising,
- Derogatory or defamatory,
- Unlawful or discriminatory,
- Not respecting another's privacy,
- Containing personal, confidential, or copyright information,
- Political or lobbying,
- Not suited to a community of all ages, or
- Any other content that City of Marion deems as inappropriate or irrelevant to its community.

The City of Marion Guidelines of Use are available at via the City of Marion Facebook page.

14. By submitting an entry to the City of Marion Facebook page you are agreeing to the City of Marion's privacy policy.

15. Entrants in the competition may only enter once in each round. **This is a competition of skill. Chance plays no part in selection of the winners.**

16. The Marketer reserves the right to verify the validity of entries and to disqualify any entry which, in the opinion of Marketer, includes objectionable content, profanity, potentially insulting, inflammatory or defamatory statements, disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these Terms & Conditions of Entry or who has, in the opinion of Marketer, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Marketer. The Marketer reserves the right to disqualify a winner if Marketer becomes aware that the winner is of a type described in this clause.

17. The City of Marion will endeavour to contact the winners via Facebook.

18. If a winner is unavailable to take the prize, then the winner must forfeit the prize. Prizes are non-transferable and will be awarded only to a present competitor that is judged as a winner.

19. By entering this competition, entrants accept and acknowledge full responsibility for their decision to participate in the major prize should they be chosen as a winner. All winners release the Marketer and other Marketers, their related bodies corporate, affiliates, officers, agents and employees from all liabilities, loss and damage of any kind arising at any time out of, or in connection with, the acceptance of, and participation in, the prize. Without limiting the foregoing, the released parties will not be liable for any injury, sickness or death, property loss or damage or other direct or indirect loss or damage of any kind, howsoever sustained or incurred, in connection with or arising out of the major prize or any other aspect of the prize. The winners acknowledges that they have been warned that there is a possibility of an accident causing injury, death or property damage in accepting the prize.

20. If the prize is unavailable, for whatever reason, the Marketer reserves the right to substitute the prize for a prize of equal or greater value.

21. In consideration for the Marketer awarding the prize to the winners, they hereby permit their image and/or voice and/or actions as recorded, photographed or filmed during their participation in the competition and/or prize acceptance to appear in connection with The Marketer or the advertising or marketing thereof, in any media whatsoever throughout the world and the winners will not be entitled to any fee for such use.

22. The winners will be announced publicly in City of Marion's publications and marketing materials including website, Facebook page and future marketing materials. By entering the promotion, the entrant agrees that their video clip and photograph can be used in City of Marion publications.

23. In the event that for any reason whatsoever a winner does not take an element of the prize at the time stipulated by the Marketer then that element of the prize will be forfeited by the winner and cash will not be awarded in lieu of that element of the prize.

24. Prize values are based upon the recommended retail prices at the time of printing (inclusive of GST). The Marketer accepts no responsibility for change in prize value between now and the ultimate prize redemption date.

25. A judge or judges appointed by the Marketer in its sole discretion will judge valid entries. The judge or judges' determination of the winner is final and no correspondence will be entered into.

26. Each valid entrant will be judged by a selected judging panel from City of Marion. Entries will be judged on performance, originality and charisma, with the number of Facebook "likes" a submission receives taken into consideration.

27. Prizes will only be awarded to the account holder of the entry mechanism used to submit their entry. The winners will therefore be, in each case, the account holder.

28. Prize will be deemed to be accepted once contact has been established with the winners and any details deemed necessary in accordance with these terms are verified.

29. Should an entrant's contact details change during the promotional period, it is the entrant's responsibility to notify the Marketer. A request to access or modify any information provided in an entry should be directed to Marketer.

30. The Marketer's decision in relation to all matters is final and the Marketer will not enter into correspondence regarding the Competition result.

31. It is a condition of accepting the prize that the winners must comply with all the conditions of use of the prize and the prize supplier's requirements.

32. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Marketer's ability to proceed with the competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Marketer may in its absolute discretion cancel the competition and recommence it from the start on the same conditions, subject to any directions given under State Regulation.

33. The Marketer shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prize/s except for any liability which cannot be excluded by law. The Marketer is

not responsible for any incorrect or inaccurate information, either caused by 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 this 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.

34. The Marketer reserves the right in its sole discretion to disqualify any individual who the Marketer has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Marketer's legal rights to recover damages or other compensation from such an offender are reserved.

35. The Marketer and their associated agencies and companies assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission; communications line failure, theft or destruction or unauthorised access to, or alteration of entries, and reserves the right to take any action that may be available.

36. If for any reason this competition is not capable of running as planned, including due to power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Marketer, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this promotion, the Marketer reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the competition, subject to any direction given under State Regulation.

37. The Marketer collects personal information about you to enable you to participate in this promotion and may use such information in accordance with its privacy policy, which is available at marion.sa.gov.au/privacy

38. The Marketer is City of Marion, (ABN: 37 372 162 294) of 245 Sturt Road, Sturt SA 5047.