

2024 Glen Eira Leisure (GEL) Annual Member Survey competition – Terms and Conditions

This competition is a game of chance. By entering the promotion, you agree to be bound by the following terms and conditions:

1. The promotion is being run by Glen Eira Leisure, 200 East Boundary Rd Bentleigh East, 3165.

Eligibility

2. To be eligible to enter the promotion, an entrant must:
 - a. be an active member of Glen Eira Leisure (GEL) throughout the period of the promotion;
 - b. complete the Annual Member Survey during the promotion period (Monday 6 May to Friday 31 May 2024, inclusive)
 - c. agree to provide evidence of eligibility to enter the promotion if selected as a Prize Winner.
3. If an entrant is under 18 years of age on the date a Prize is awarded, it will be awarded to their parent/guardian. By approving the entrant's participation or accepting any Prize on the entrant's behalf, the entrant's parent/guardian agrees to be bound by these terms and conditions.
4. Individuals who are employees of, or are contracted to work for, Glen Eira City Council (**Council**) and their immediate family members are ineligible to enter.
5. All Prize Winners must meet the eligibility criteria stated in Clause 2.
6. Council reserves the right to disqualify any entrant who tampers with the entry process.

Prize draws

7. There will be one (1) draw on the date set for completion of the promotion (Wednesday 1 June). There will be
 - 1st Prize (Apple Watch SE GEN 2 Midnight),
 - 2nd Prize (1 month GEL membership credit equivalent to the winner's current membership),
 - 3rd Prize (Let's GEL Promotional pack including water bottle, Shaker and Cap)
8. The Prize draws will be conducted by GEL.
9. GEL will select the winner of each Prize draw (Prize Winner).
10. GEL's decision is final, and no further correspondence will be entered into.

Notification

11. Within two (2) business days of each Prize draw, GEL will notify the Prize Winner by:
 - a. email, at the email registered with GEL; and
 - b. telephone, at the telephone number registered with GEL.
12. GEL reserves the right, at any time, before awarding a Prize to verify the validity of entries by requesting:
 - a. proof that during the promotion period, the Prize Winner was an active member of GEL;
 - b. proof of age of the Prize Winner; and
 - c. proof of identification of the Prize Winner

13. If a Prize Winner:
 - a. responds within seven (7) business days of the notification under clause 11, they will be deemed to have accepted their option to select a Prize (Winner's Acceptance); or
 - b. fails to respond within seven (7) business days of the notification under clause 11, they will automatically forfeit their option to select a Prize, and a new Prize Winner may be selected.
14. If the Prize Winner is unable to prove their eligibility within seven (7) business days after being notified by Council under clause 11, they will automatically forfeit their option to select a Prize, and a new Prize Winner may be selected.

Prize selection

15. Prizes are not exchangeable or redeemable for cash or other goods or services.
16. A Prize cannot be transferred to any other person unless approved by GEL.
17. If a Prize under clause 7 is unavailable, GEL at its sole discretion, reserves the right to substitute the Prize with a Prize of equal value or similar specification.
18. A maximum of one Prize will be awarded to an entrant during the promotion period.
19. Council and its Councillors, employees, contractors and agents 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 parties.

Personal information

20. Any personal information collected by GEL for this promotion will be treated in accordance with the *Privacy and Data Protection Act 2014* (Vic) and the *Health Records Act 2001* (Vic).
21. Entrants consent to GEL using their personal information provided in connection with this promotion for the purposes of facilitating the conduct of the promotion.
22. The first name and the suburb of residence of a Prize Winner may be used for promotional purposes by GEL on GEL's social media accounts, and websites, unless the Prize Winner otherwise notifies GEL at the time of the Winner's Acceptance that they do not consent to their first name being used for promotional purposes by GEL.

General

23. GEL reserves the right (subject to any applicable law) to cancel, terminate, modify, or suspend this Promotion without further recourse to the entrants or Prize Winners. No further correspondence will be entered into.
24. If any act, omission, event or circumstance occurs which is beyond the reasonable control of GEL and which prevents Council from complying with these terms and conditions, Council will not be liable for any failure to perform or delay in performing its obligations.
25. GEL reserves the right to update these terms and conditions from time to time, in its sole discretion, for administrative reasons or to ensure efficient operation of the Promotion.