

## City of Ryde 2017 “My #RydeVision2028” Competition - Terms and Conditions

### The following terms and conditions apply:

1. The “My #RydeVision2028” competition commences at 2.00pm Australian Eastern Daylight Time (AEDT) on Wednesday 11 October 2017 and closes at 5.00pm AEDT on Sunday 3 December 2017.
2. The Promoter is City of Ryde of Binary Centre, Building 0, Level 1, 3 Richardson Place, North Ryde NSW 2113.
3. Entry into the promotion is open to anyone aged between 11 and 25 years old who reside in the City of Ryde local government area, New South Wales, and secondary and tertiary school students who attend any secondary or tertiary school located within the City of Ryde or reside in the City of Ryde. Students who attend a secondary or tertiary school within the City of Ryde do not have to reside within the City of Ryde to enter the competition.
4. Children 17 years or under require parental or guardian consent to enter the competition. For the entry to be considered, the student’s parent or guardian must provide written consent as required on the competition form.
5. By entering the competition, the entrant confirms that all subjects in the video are 18 years or over or have parental/guardian consent to feature in their video.
6. Employees, contractors and councillors of the Promoter are not eligible to enter.
7. Only one entry per person is permitted.
8. To be eligible, entrants must submit an original video between 3 and 60 seconds in length, in accordance with these terms and conditions, which reflects the theme ‘Ryde Vision 2028’ and showcases the entrant’s City of Ryde local government area.
9. Entries can be submitted in one of two ways during the competition period:
  - a. By uploading an original video and completing the entry form at [www.ryde.nsw.gov.au/rydevision2028](http://www.ryde.nsw.gov.au/rydevision2028);  
OR
  - b. By posting an original video on Instagram featuring the hashtag #RydeVision2028 and completing the steps outlined by City of Ryde via Instagram.
10. For Instagram entries, please note that entry to the competition via Instagram is subject to a two-step entry process. Entrants must:
  - a. Post their original video to Instagram using the #RydeVision2028 hashtag. Videos with this hashtag will be reviewed by City of Ryde for shortlisting. City of Ryde will contact shortlisted entrants via Instagram using the comment feature with a link to the competition entry form. Not all entries will be shortlisted and those that are not shortlisted will not be entered into the competition.
  - b. If shortlisted, entrants must complete and submit their personal details via the competition entry form at [www.ryde.nsw.gov.au/rydevision2028](http://www.ryde.nsw.gov.au/rydevision2028) to complete their entry.
11. Once submitted, the entrant cannot alter or delete the entry.
12. Videos submitted for this competition must:
  - a. Be the original work of the entrant. Each entrant confirms that he/she is the owner of copyright in the videos submitted
  - b. Not infringe the copyright, privacy or any other rights of any third party
  - c. Not include any literary or artistic work, or any other item in which copyright subsists, unless the entrant is entitled to include it. If the entrant has any doubts about whether he/she has the right to include any content (for example, copying existing images), City of Ryde encourages the entrant not to include it
  - d. Not capture visible or recognisable individuals or brands
  - e. Not be offensive or obscene, including containing offensive language or depicting any profanities, nudity, violence or any other inappropriate behaviour or objects
  - f. Not portray people or depict material in a manner which discriminates against or vilifies a person or section of the community on account of race, ethnicity, nationality, sex, age, sexual preference, religion, disability or political belief.
13. City of Ryde acknowledges that entrants retain copyright ownership of the videos submitted to the competition.
14. If a third party makes a claim against City of Ryde that video submitted to this competition infringes the copyright, privacy or any other rights of any third party, the entrant must, at City of Ryde’s request but at the entrant’s cost, assist City of Ryde relating to such claim.
15. City of Ryde reserves the right at any time to verify the entry and the eligibility of the entrant (including entrant’s identity and address) and to disqualify any entrant who submits an entry that is not in accordance with these terms and conditions or who tampers with the entry process. Failure by City of Ryde to enforce this right at any stage does not constitute a waiver of this right.
16. City of Ryde may disqualify or remove any video that it considers (in its sole judgement) is in breach of these terms and conditions or if required to do so for any other reason. Participation in the promotion by completing the above step is deemed acceptance of these terms and conditions.



17. Participants who do not include a valid Australian telephone number, school/residential details and name will have their entry voided.
18. In the event that an entrant's contact details change during the competition period, it is the entrant's responsibility to notify the Promoter.
19. The prize draw is open to all qualifying entrants who submit their entry from 2.00pm Australian Eastern Daylight Time (AEDT) on Wednesday 11 October 2017 and closes at 5.00pm AEDT on Sunday 3 December 2017. No purchase is necessary.
20. From the entries, City of Ryde will choose one (1) winning entry, one (1) runner-up in the Year 7-9 age group, one (1) runner-up in the Year 10-12 age group, and one (1) x Tertiary student runner-up. The winning entrant will win a GoPro 4 Session. Runners-up will each win an app store voucher to the value of fifty dollars (\$50). Each runner up may choose wither a fifty dollar (\$50) iTunes Gift Card or a fifty dollar (\$50) Google Play Gift Card.
21. This competition is a game of skill, and chance will not determine the prize winner. All valid entries received during the competition period will be judged on their merit by a panel of judges and the entry deemed the best received during the judging period will win the prize. Each valid video submission will be individually judged and shortlisted by City of Ryde based on, amongst other things, appropriateness to the theme, creativity, originality and compliance with terms and conditions. Judging will be conducted at Binary Centre, Building 0, Level 1, 3 Richardson Place, North Ryde NSW 2113 and Level 1A, 1 Pope Street, Ryde NSW 2112.
22. The winners and runners-up (or parent or guardian if the entrant is under 18 years old) will be notified by telephone or email on Wednesday 13 December 2017 and will be required to validate his/her eligibility (i.e. provide evidence of valid entry) and then provided with details of how to redeem the prize. City of Ryde has the right to disqualify any entrant if it considers (in its sole discretion) the video to be in breach of the key selection criteria, terms and conditions or inconsistent with the maintenance of the image, business, good will of City of Ryde and its related entities.
23. The winner and runner up videos may be published on City of Ryde social media channels. They may also be published on the ryde.nsw.gov.au website and referred to in local press.
24. By entering the prize draw, the winner and runners up consent to their name being published as winner of the prize draw and to participate in any publicity accompanying or resulting from this promotion in printed and/or online formats without requiring further payment by the City of Ryde or further consent from the winner or runner up.
25. The prize is subject to any conditions imposed by the supplier. The promoter accepts no responsibility for change in prize value between now and the ultimate prize redemption date.
26. The prize must be taken as offered. The prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be redeemed as cash. The prize is not valid in conjunction with any other offer.
27. If the prize is not claimed within five (5) working days of the prize draw, the relevant winner's entry will be deemed invalid and the Promoter will reselect the winning entry.
28. The judge's decision is final and no correspondence will be entered into.
29. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State Regulation.
30. City of Ryde will not be responsible for any entries that are not received for any reason, by the closing date and time, whether lost, delayed, corrupted or otherwise, and whether or not due to any technical difficulties or malfunctions. City of Ryde has no control over the Internet, Instagram, networks or lines and accepts no responsibility for any problems associated with them, whether due to technical malfunction or otherwise. City of Ryde is not liable for any consequences of user error including (without limitation) costs incurred. Entries are deemed to be received at the time of receipt into the database, not time of transmission by the entrant.
31. The Promoter recognises that this promotion is in no way sponsored, endorsed or administered by, or associated with Instagram.
32. By entering this contest, entrants agree to a complete release of Instagram from any or all liability in connection with this contest.
33. The entrant is liable to City of Ryde for breach of these terms and conditions under the principles applied by the courts in New South Wales, Australia. However, the entrant is not liable to City of Ryde for any loss to the extent that it is caused by City of Ryde.
34. If for any reason, any aspect of this promotion is not capable of running as planned, including by reason of infection by computer virus, mobile network failure, errors or failures, related to Instagram bugs, tampering, unauthorised intervention, fraud, technical failures or any cause beyond our control which corrupts or affects the administration, security, fairness, integrity or proper conduct of this promotion, City of Ryde may, at its sole discretion cancel, terminate, modify or suspend the competition, or invalidate any affected submissions.
35. City of Ryde, its associated agencies and companies associated with this competition will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) by any person in connection with this promotion or accepting the prizes, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).



36. The information the entrants provide to us will be used in accordance with the City of Ryde Privacy Statement (available at <http://www.ryde.nsw.gov.au/Information-pages/Privacy-Statement>) and for the purpose of conducting this competition. City of Ryde may also use this information to communicate with entrants about the running of this competition or similar competitions in the future. City of Ryde, its associated agencies and companies associated with this competition may disclose entrants' personal information to their contractors and agents to assist in conducting this promotion or communicating with the entrants (including publishing winners' names).
37. By submitting a video, the entrant:
- a. Grants City of Ryde (and its representatives) a perpetual, irrevocable, royalty-free, worldwide licence to reproduce, communicate, broadcast, edit, adapt, modify or otherwise use the video for the purposes of:
    - i. Including winning entries in annual reports
    - ii. Including entries in promotional activities for the competition (such as posting entries on social media channels used to directly promote the competition) and subsequent publicity of the competition (including future versions of the competition)
    - iii. For other purposes that are incidental to running the competition.

**Definitions**

"Participant" means any person who enters the "My #RydeVision2028" competition.

"Promoter" means the City of Ryde of Binary Centre, Building 0, Level 1, 3 Richardson Place, North Ryde NSW 2113.

Instagram™ is a trademark of Instagram, LLC.