



# NAME THE HARVESTER COMPETITION

## Terms & Conditions of Entry (Schedule)

<b>Competition</b>	Name the Palmerston Lakes Harvester
<b>Competition Period</b>	<p>Start: 14 November 9:00 AM ACST          End: 2 Decemebr 2022 11:59 PM ACST          All entries must be lodged by 2 December 2022 either via City of Palmerston survey monkey (link found on marketing collateral or via 'Have Your Say' page on the CoP website OR via email on a spreadsheet from Palmerston schools.</p> <p>No entries will be accepted outside this time.</p>
<b>Promoter</b>	<p>City of Palmerston</p> <p>ABN: 42 050 176 900          Civic Plaza          1 Chung Wah Terrace          Palmerston NT 0830</p>
<b>Eligible entrants</b>	<p>Entry to the competition is open to all children up to 18 years old attending a Palmerston school or a resident that lives within the City of Palmerston boundaries who satisfy the Terms and Conditions.</p> <p>Entry will only be accepted through the application process on the City of Palmerston website.</p> <p>To be deemed eligible for entry you must complete the application in full including:</p> <ul style="list-style-type: none"> <li>• Your suggested 'name' of the Harvester</li> <li>• Explanation of 'why' (up to 100 words)</li> </ul> <p>Only one entry allowed per person</p> <p>If bulk entry by Palmerston school – a spreadsheet with full name of child (and contact guardian) and full name of school is required</p> <p>Proof of residency or school enrolment will be required prior to prizes being awarded.</p> <p>Winners may be invited to attend a media and community announcement launch at a time requested by Council</p> <p>Winner will need to agree to have their photo taken and published on the City of Palmerston website, social media and other media platforms.</p> <p><i>City of Palmerston Staff and their immediate families are not entitled to enter the competition.</i></p>

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<b>Details of prizes</b>	<p>There are two (2) main prizes and nine (9) other prizes to be awarded</p> <p>One (1) is for the winning name of the new harvester  Two (2) is for the winning name of the old harvester  Three (3) will be a randomly drawn prize from all the entries  The remaining prizes will be provided to the eight (8) shortlisted entries</p> <p>City of Palmerston Elected Members will complete a shortlist of 10 and then community will place their votes against the names.  The entry with the most individual votes will be deemed the winners.</p> <p>The randomly drawn prize will be from the pool of all correctly received entries and cannot be the same as the winning prizes or shortlisted prizes.</p> <p>All entries must be submitted by Friday 2 December 2022 at midnight.  Winners will be contacted by City of Palmerston by 15 December 2022.  Winner’s names and images will be published on City of Palmerston social media sites and on the City of Palmerston website.</p>
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<b>Total number of Prizes</b>	<p>Maximum of 11 Prizes</p> <p>a. Winning name for new harvester                      \$100.00 gateway voucher PLUS movie voucher</p> <p>b. Winning name for old harvester                      \$100.00 gateway voucher PLUS movie voucher</p> <p>c. Random draw                      \$100.00 Movie voucher</p> <p>d. Shortlisted entries                      \$50.00 Movie voucher</p>
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<b>Total prize value</b>	<p>Total Prize Pool:                      \$700.00</p>
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<b>Terms of entry</b>	<ul style="list-style-type: none"> <li>• To be eligible to participate in the Competition, entrants must enter the competition at <a href="http://www.palmerston.nt.gov.au">www.palmerston.nt.gov.au</a></li> <li>• The registration must be accepted by the Promoter for an individual to qualify to enter the prize draws.</li> <li>• You must be under the age of 18 to enter the competition and you must be a resident of the municipality of Palmerston or attend a Palmerston school.</li> <li>• One (1) entry per person will be counted</li> <li>• Emailed entries will only be accepted by schools</li> <li>• No further correspondence will be entered into regarding the entry's eligibility for the prize draw or the verification process.</li> <li>• People’s Choice voting will be open from 9 December – 12 December 2022.</li> <li>• City of Palmerston Staff and their immediate families are not eligible to enter the competition.</li> <li>• The Promoters decision is final, and no correspondence or discussions will be entered into.</li> </ul>
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<p><b>Voting</b></p>	<ul style="list-style-type: none"> <li>• Voting is open to everyone (all ages and includes residents outside the City of Palmerston municipality)</li> <li>• One (1) vote per person will be counted</li> <li>• City of Palmerston Staff and their immediate families are not eligible to vote in the competition.</li> <li>• The Promoters decision is final, and no correspondence or discussions will be entered into.</li> </ul>
<p><b>Maximum Entries</b></p>	<p>Only one entry per person. Proof of residency or school enrolment will be requested prior to prizes being awarded.</p>
<p><b>Notification of Winners</b></p>	<p>Winners will be notified on 15 December 2022.</p>
<p><b>Public announcement of winners</b></p>	<p>All winners will be published on the City of Palmerston website and Facebook pages.</p>

## Terms & Conditions

1. The Terms and Conditions are made up of the Terms & Conditions of entry (Schedule) and these Terms & Conditions of entry (Terms of entry). The Schedule defines the terminology used in these Terms of entry. Where there is any inconsistency between the Terms of conditions will prevail.
2. Participation in this Competition is deemed acceptance of these Terms of Entry. Entrants not complying with these Terms of entry are ineligible entrants and the Promoter reserves its absolute right to disqualify any entrant from the Competition if any entries do not comply with the Terms and Conditions.
3. Entry is open to any person who meets the requirements of these Terms and Conditions.
4. The Competition will be conducted during the Competition period as stated within the competition period details of the Terms of Entry.
5. The Prize/s are specified in the Details of Prizes section of the Terms of Entry.
6. The total prize pool is specified in the Total Prize Value section of the Terms of Entry.
7. Any prize is valued in Australian dollars unless expressly stated to the contrary.
8. All vouchers are valid until the expiry date stated on the voucher as provided by the supplier.
9. Entrants agree to comply with any terms and conditions stated on the voucher supplied by the supplier.
10. Neither the Promoter nor the voucher provider is liable for any voucher that has been stolen, forged, lost, damaged, or tampered with in any way.
11. Entrants are advised that tax implications may arise from their prize winnings, and they should seek independent financial advice prior to acceptance of their prize(s). The Promoter accepts no responsibility for any tax implications that may arise from accepting a prize. Entrants are responsible for all expenses that they incur in entering the competition and they will not be reimbursed regardless of whether or not they win the competition.
12. The time of entry will be deemed to be the time the entry is received by the Promoter.
13. Entrants may submit up to the maximum number of entries as stated in the Terms of entry.
14. All entries must be submitted using the online entry form at [www.palmerston.nt.gov.au](http://www.palmerston.nt.gov.au) and all details requested on the form must be completed. Any entry not completed correctly will be deemed ineligible.

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15. The Promoter accepts no responsibility for any late, lost, delayed, incomplete, incorrectly submitted, corrupted, illegible, or misdirected entries, claims or correspondence whether due to omission, error, alteration, tampering, deletion, theft, destruction, disruption to any communication network or medium, or otherwise including those entries not received by the Promoter for any reason. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred. No correspondence will be entered into.
16. The winner does not need to be present at the draw unless expressly stated to the contrary.
17. The winner(s) will be notified in accordance with the Notification of winners and Notification of unclaimed prize winners (if applicable) sections of the Schedule. Notification to winners will be deemed to have occurred on the later of the time the winner receives actual notification from the Promoter or two business days thereafter. The notification will include details about how the prize(s) can be claimed.
18. The Promoter takes no responsibility where it is unable to contact prize winners who have not provided correct or complete contact details. If an entrant's contact details change during the Competition period, it is the entrant's responsibility to notify the Promoter. A request to modify any entry information should be directed to Promoter.
19. It is a condition of accepting any prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
20. The winner(s) name will be published in accordance with the public announcement of winners' section of the Schedule (if applicable).
21. Entrants will indemnify the Promoter (including its officers, employees, and agents) from and against any and all actions, penalties, liabilities, claims or demands brought against the Promoter by any party, as a direct or indirect result of an entrant entering or participating in the Competition.
22. To the full extent permitted by law, the Promoter excludes all warranties, representations or guarantees (Warranties) regarding the Competition and any prizes, including any Warranties which may have been made in the course of advertising or promoting the Competition. The conduct of the Competition or the supply of prizes may involve third parties, and the Promoter makes no Warranties and disclaims all liability in connection with any such third parties, their acts or omissions. By entering the Competition, an entrant releases and indemnifies the Promoter (including its officers, employees and agents) from and against all actions, penalties, liabilities, claims or demands the entrant may have against the Promoter or that the Promoter may incur for any loss or damage which is or may be suffered or sustained as a direct or indirect result of an entrant entering or participating in the Competition or winning or failing to win a prize, or using or permitting any other person to use the prize, except for any liability which cannot be excluded by law or which would cause any part of this clause to be void or unenforceable.
23. If despite the foregoing clause, the Promoter incurs a liability to an entrant under any law which implies a Warranty into these Terms of entry which cannot legally be excluded, the Promoter's liability in respect of the Competition is limited, in the Promoter's discretion, to either

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resupplying such goods or services as form part of the Competition or paying the cost of resupplying those goods or services.

24. Without limiting any of the foregoing, in no circumstances will an entrant or the Promoter have any liability to the other for any loss or damage suffered which is indirect or consequential in nature, including without limitation any loss of profit, loss of reputation, loss of goodwill, or loss of business opportunity.
25. The Promoter and its associated agencies and companies will not be liable for any delay, damage, or loss in transit of prizes.
26. The Promoter may in its absolute discretion not accept a particular entry, may disqualify an entry, or cancel the entire Competition at any time without giving reasons and without liability to any entrants, subject to any written directions from a regulatory authority. Without limiting this the Promoter reserves the right to verify the validity of entries, prize claims and entrants and to disqualify any entrant who submits an entry or prize claim that is misleading or not in accordance with these Terms of entry or who manipulates or tampers with the entry process. In the event that a winner breaches these Terms of entry, the winner will forfeit the prize in whole and no substitute will be offered. Verification is at the discretion of the Promoter, whose decision is final. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
27. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, subject to any written directions from a regulatory authority. Where a prize is unavailable for any reason, the Promoter may substitute the prize for another item of equal or higher value subject to any written directions from a regulatory authority. The Promoter accepts no responsibility for any variation in prize value (including between advertising of the Competition and receipt of the prize).
28. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability (or that of a third party involved with the Competition) to proceed with the Competition on the dates and in the manner described in these Terms of entry, including but not limited to vandalism, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter's obligations in respect of the Competition will be suspended for the duration of the event and, in addition, the Promoter may in its absolute discretion cancel the Competition and recommence it from the start on the same conditions, subject to approval of the relevant authorities.
29. All entries become the property of the Promoter. As a condition of entering this Competition, entrants agree to assign all their rights in and to their entry and any related content to the Promoter, including any copyright or other intellectual property rights in the entry and related content. Without limiting this, the Promoter may use entry content for all purposes including commercial purposes. You warrant that entry content is original, lawful, and not misleading and that the Promoter's use of such content will not infringe the rights of any third parties. The Promoter has no obligation to credit you as the author of any content submitted and may otherwise do any acts or omissions which would otherwise constitute an infringement of any moral rights you may have as an author of content.
30. Entrants consent to the Promoter using the personal information provided in connection with this Competition for the purposes of facilitating the conduct of the Competition and awarding any prizes, including to third parties involved in the Competition and any relevant authorities. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter including third parties may, for an indefinite period, unless otherwise advised, use the private information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant.

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31. The collection and disclosure of personal information provided in connection with this Competition will be handled in accordance with the Promoter's Privacy statement which adheres to the Privacy Act 1988 and Australian Privacy Principles.
32. The Competition and these Terms of entry will be governed by the law of the Northern Territory. Entrants accept the exclusive jurisdiction of courts and tribunals of the Northern Territory in connection with disputes concerning the Competition.
33. Social media platforms which may include but not be limited to Facebook, YouTube, Instagram, TikTok, or Snapchat may be used to advertise or promote the Competition. By entering the Competition, entrants agree that the Competition is in no way sponsored, endorsed, or administered by, or associated with Facebook, YouTube, Instagram, TikTok or Snapchat; and to release Facebook, YouTube, Instagram, TikTok, or Snapchat from all liability in relation to this Competition. Any questions, comments or complaints regarding the Competition should be directed to the Promoter and not Facebook, YouTube, Instagram, TikTok, or Snapchat.