

COMPETITION TERMS AND CONDITIONS

"Tank Stream competition" (on Facebook)

1 Introduction

This document tells you how you can be an entrant (**Entrant**) and submit an entry (**Entry**) in the Sydney Water "Tank Stream" competition (**Competition**). It also sets out the Terms and Conditions of entry and provides details of the prizes and establishes the procedures that will be applied to determine and announce winners.

These Terms and Conditions form a binding contract between you and Sydney Water. If you enter into the Competition, you are deemed to have agreed with these Terms and Conditions. If you do not agree with these Terms and Conditions, you should not enter into the Competition.

2 Who can enter?

You are eligible to be an Entrant in this Competition if you:

- (a) are a customer of Sydney Water or a member of a household to which Sydney Water supplies tap water; and
- (b) are a Facebook account holder.

3 Who cannot enter?

You cannot enter this Competition if:

- (a) you do not qualify as an Entrant (see above); or
- (b) you are an employee or immediate family member of an employee of Sydney Water. For the avoidance of doubt, an immediate family member is a daughter, son, father, mother, brother, sister or spouse (including defacto spouse) or step relation of a Sydney Water employee.

Sydney Water reserves the right to verify the eligibility of all persons who submit an Entry, including but not limited to requiring photographic proof of identity or other identifying documentation required by Sydney Water in its discretion to establish the Entrant's identity, age, address and eligibility to enter the Competition and claim a prize. If Sydney Water is not satisfied as to the eligibility of an Entrant, or considers an Entrant to have submitted false information, Sydney Water may in its absolute discretion disqualify that Entrant and any and all Entries submitted by that Entrant.

4 How to enter?

To enter the Competition, Entrants must:

- (a) log on to Facebook at www.facebook.com
- (b) visit Sydney Water's facebook page at facebook.com/sydneywater
- (c) tell us in 25 words or less, why you would like to win a double pass to the Tank Stream.

- (d) enter their name, email and phone number as requested by Sydney Water.

Entrants may only enter the Competition once. Entrants must not use multiple accounts to enter the Competition. Entrants found to be doing so are ineligible.

5 Submission of Entries

The Competition will open at 9am on Friday 3 July 2015 and close at 5pm on Friday 10 July 2015. Any Entry can only be submitted while the Competition is open.

Sydney Water is not responsible for any Entry that is uploaded late or is not received whatever the cause, including technical or other failure of the Facebook website and services.

6 Compliance with Facebook rules and Guidelines, etc

Entrants acknowledge and agree that:

- (a) at all relevant times Entrants must comply with all applicable rules and guidelines for use of the Facebook website and services;
- (b) Entrants release the owner and operator of the Facebook website from all liability for any loss, claim or damage suffered by the Entrant as a direct or indirect consequence of participating in the Competition;
- (c) this Competition is not sponsored, endorsed, administered by or associated with the owner and provider of the Facebook website and services and nothing in these Terms and Conditions and in any promotional material published by Sydney Water in relation to the Competition is intended to suggest or imply any such sponsorship, endorsement or association;
- (d) Sydney Water and the owner and provider of the Facebook website are not:
 - (i) Partners
 - (ii) principal and agent of each other,
with respect to the Competition; and
- (e) all information provided in the course of participating in the Competition is provided to Sydney Water, not to the owner or provider of the Facebook website and services.

7 Content etc of Entries

Entries must not:

- (a) in its content or by being submitted as an Entry, infringe the copyright or other intellectual property rights of any third party;
- (b) contain any material that is defamatory of any person, obscene, offensive or inappropriate in the opinion of Sydney Water; or
- (c) in its content or by being submitted as an Entry, breach any law or breach any legal obligation or duty to any person.

8 Disqualification

If, Sydney Water considers that:

- (a) an Entry is in breach of clause 4 or clause 7;
- (b) Sydney Water (acting reasonably) considers an Entry to be offensive or otherwise inappropriate for publication;
- (c) an Entrant is not eligible to enter the Competition (see clause 2);
- (d) an Entrant does not comply with applicable terms and conditions of using the Facebook website or services; or
- (e) an Entrant is otherwise in breach of these terms and conditions or has tampered or interfered with the Competition entry process,

Sydney Water may in its absolute and unfettered discretion, disqualify the Entrant from the Competition and disqualify all Entries submitted by that Entrant.

9 The Competition; determination of winners; prizes

The Competition will open at 9am on Friday 3 July 2015 and close at 5pm on Friday 10 July 2015.

Sydney Water will judge each entry into the Competition. Entries will be judged on creativity. No Entrant shall be entitled to win more than one prize.

Sixteen "first place" winners will each receive one double pass to the Tank Stream tour* (valued at \$70). This is a total value for each "first place" winner of approximately \$70.

The total value of all prizes is approximately \$1,120. The prize values stated above are correct as at the date of publication. Sydney Water accepts no responsibility for fluctuation in prize value. Prizes are not transferrable or exchangeable and cannot be taken as cash.

Sydney Water's decision as to the winners is in Sydney Water's sole discretion and is final. Sydney Water will not enter into any correspondence and is not obliged to give reasons for any decisions made by it in respect of the Competition.

** Entry to the Tank Stream is subject to a person meeting the Tank Stream conditions of access as set out at clause 11 of these Terms and Conditions.*

10 Announcing winners and claiming prizes

Winners will be informed of their prize via an email from Sydney Water by 10am on Friday 17 July 2015. Winners will be posted their respective prizes to the postal address they nominate to Sydney Water on being informed of their prize.

Sydney Water may withhold any prize pending (a) verification of any fact as required by Sydney Water in its absolute discretion, and (b) receipt of a release from each of the winner and his or her guests (if applicable), as requested by Sydney Water in its absolute discretion.

If a prize remains unclaimed after the 23 July 2015 or is forfeited for any reason through disqualification or ineligibility, Sydney Water may award the prize to the next ranking Entrant.

11 Tank Stream conditions of access

Entrants acknowledge that:

- (a) The Tank Stream is an active stormwater drain and stormwater flows can rise quickly during or after rain events to dangerous levels. A Tank Stream tour may be cancelled if rain is forecast on the day of the tour or 24 hours before the tour is set to commence, if toxic gas levels become dangerous or for any other work, health or safety related reason.

- (b) The Tank Stream is a confined space and the Tank Stream tour is not suitable for people who suffer from serious health issues, limited mobility, or are uncomfortable in confined spaces or on step ladders.

Entrants acknowledge and agree that, for a person to be permitted to access the Tank Stream, the person:

- (c) must arrive at least 15 minutes before the tour start time and undertake an initial safety induction;
- (d) must wear protective clothing (gum boots or other appropriate enclosed footwear, long pants and long sleeves, hard hat, safety harness and anything else required by the Tank Stream operator);
- (e) must not be pregnant;
- (f) must follow all safety directions and instructions given by the Tank Stream operator;
- (g) must be able to climb a ladder and spend extended periods squatting or stooping;
- (h) must not be suffering from claustrophobia or fear of enclosed spaces; and
- (i) after the safety induction, must sign an agreement that the person understands the risks associated with accessing the Tank Stream and confirm they are fit and capable of performing all required activities.

12 Privacy and consent

Personal information of each Entrant is collected by Sydney Water (ABN 49 776 225 038) of 1 Smith Street, Parramatta. Sydney Water collects the information for the purposes of administering this Competition and promoting its products and services.

If the Entrant wishes to contact Sydney Water it can do so by:

- (a) mail to Sydney Water, External Communications, Level 14, 1 Smith Street Parramatta 2150;
- (b) email to socialmedia@sydneywater.com.au; or
- (c) by phone on 8849 5510.

Sydney Water may disclose personal information about the Entrant (including the Entry/photograph of the Entrant) to marketing firms to assist Sydney Water to use that information for the purposes of promoting Sydney Water's products and services. Sydney Water may disclose that information to legal and other professional advisers. Placement of an Entry on Facebook will mean its publication to the Facebook user community. Sydney Water may publish the winning stories, the name, likeness, image, voice of the winning Entrants to the public at large, via any medium.

The Entrant has a qualified right of access to the personal information Sydney Water holds about him/her. The right is qualified because there are some circumstances in which Sydney Water may be entitled or obliged to deny that access.

There is no law requiring Sydney Water to collect personal information concerning the Entrant, but if the Entrant does not provide it the Entrant will not be able to participate in this Competition.

The Entrant consents to Sydney Water using the Entry and other personal information supplied by the Entrant for the above-mentioned purposes for an unlimited period of time throughout the world without remuneration or notice.

13 Limitation of Sydney Water's liability

- (a) This clause applies except for any liability that cannot be excluded by law.
- (b) Subject to paragraphs (a) and (c), Sydney Water limits its liability and the liability of its officers, employees and agents for any loss suffered by the Entrant (and each person the winner takes on the Tank Stream tour) in connection with the Competition to the sum of \$174.00 whether such loss is caused by Sydney Water's breach of contract, negligence or other tort, breach of any statutory duty or any other actionable cause whatsoever, and whether the loss suffered by the Entrant (or each person the winner takes to the Tank Stream) is personal injury, death, loss of or damage to property, damage to reputation, loss of opportunity or any other form of loss whatsoever.
- (c) Sydney Water excludes all liability (and the Entrant and each person the winner takes on the Tank Stream tour releases Sydney Water) for any loss incurred by the Entrant (and each person the winner takes on the Tank Stream tour) and caused by:
 - (i) Any loss, technical difficulties or equipment malfunction (whether or not under the control of Sydney Water);
 - (ii) any theft, unauthorised access or third party interference with the Entrant (and each person the winner takes on the Tank Stream tour or to the) or any Entry;
 - (iii) any Entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by Sydney Water) due to any reason beyond the reasonable control of Sydney Water;
 - (iv) any variation in prize value to that stated in these Terms and Conditions; and
 - (v) taking of the prize and any tax liability incurred by the Entrant (or any person the winner takes on the Tank Stream tour) for receiving a prize.

14 Cancellation or postponement

Sydney Water may in its sole discretion, (subject to any written direction given by a relevant regulatory authority), cancel, terminate, postpone, suspend or modify this Competition if for any reason it is not capable of running as planned (whether caused by infection by computer virus, line drop out, bugs, tampering, unauthorised intervention, fraud, technical failures, inclement weather or any cause beyond the control of Sydney Water which corrupts or affects the administration, security, fairness or integrity of this Competition or future Competitions).

15 Applicable law

These terms and conditions are created and will be enforced under the law of New South Wales and the parties will accept the non-exclusive jurisdiction of the courts of that place.