



Guidelines for Running Competitions

1. BACKGROUND

- a. Council often run competitions to assist with promotion, marketing of activities and development of skills within the community. In Council they are used for two purposes:
 - Provided as a prize for a skill-based activity (e.g. photographic competition)
 - Provided as an incentive to get involved (e.g.: to participate in a survey).
- b. As a rule of thumb, in NSW there are two types of competitions, games of skill and games of chance.
 - **Games of Skill** are competitions that require a user to answer a question or submit something (Showing 'Skill' in order to win), these typically do not require Trade Permits within Australia. These competitions are selected by a judge through a selection process where the best or most skillful entry decides the winner.
 - **Games of Chance** are competitions where chance or probability is taken into account following an entry and will generally require a trade permit pending what State the promotion is open to and the total value of the prize. These trade promotions have an element of chance, like a lottery.
- c. In NSW, Games of Skill do not require a permit. The NSW Office of Liquor and Gaming requires a permit for ALL Games of Chance regardless of total prize pool value and strict guidelines must be met. Exceptions: Games of Chance for a Christmas Party or Office Draw do not require a permit. Please refer to NSW Office of Liquor and Gaming for further information.

2. OBJECTIVE

- a. To deliver competitions that are appropriate, provide value and meet governance requirements.
- b. Competitions offered by Council will:
 - Be developed and approved based on a documented business case
 - Be delivered in an open and transparent way and consistent with Council's Code of Conduct
 - Provide clear documentation of processes, entries, results and agreements.

3. RESPONSIBILITIES

- a. Section Manager and Service Unit Manager must oversight the development and business case for the competition, the business case (Attachment 1) must include the following:
 - a) The description
 - b) The cost
 - c) The time frames
 - d) The purpose

- e) The outcomes
 - f) The prizes
 - g) The processes
 - h) Other relevant information for making an informed decision.
- b. If you are seeking Sponsorship for your competition prizes or other aspects of your competition such as media advertising, you must follow the Sponsorship Management Policy, the Receiving Sponsorship Guidelines and fill in a Receiving Sponsorship checklist and Comparative Assessment. Community & Recreational Services manages the Sponsorship Policy and approves all sponsorship requests and agreements – e-mail your documentation to sponsorship@centralcoast.nsw.gov.au
- c. Unit Manager of Community & Recreational Services approves the running of competitions in their Unit.

4. **AUTHORITY TO APPROVE COMPETITIONS**

- a. Unit Manager of Community & Recreational Services has the authority to approve the running of competitions based on the business case provided and in accordance with these guidelines, the terms and conditions template (Attachment 2) and within their delegations.

5. **TERMS AND CONDITIONS**

- a. Attachment 2 is the standard terms and conditions that must be used as the basis for all competitions. The details will be amended to reflect the details of specific competitions and if material changes occur recommend that they be reviewed by General Counsel prior to implementation.
- b. Terms and Conditions must be clearly advertised and in simple language for the community to understand.
- c. Employees of Council and their immediate families are not eligible to enter Council competitions.

6. **ADVERTISING**

- a. The following is required to be advertised on Council's website at minimum and on Shire wide where possible:
 - a. The competition
 - b. The terms and conditions
 - c. The judges
 - d. The winner

7. **PARTNERSHIPS / SPONSORSHIP**

- a. It is recognised that partnerships or sponsorships are an opportunity to support the creation and management of competitions and add value, particular in the case of skills-based competitions. In most cases these will either be with businesses or not for profit community organisations.
- b. As part of normal community development processes, partnerships are crucial to achieve the delivery of activities, events and programs or build the capacity of the community. Community-based not-for-profit groups that partner with Council to deliver a competition do so due to their ability to engage with the relevant audience, to undertake programs (that they are funded for) or to build capacity of the community.

Consideration must be given to the relevance of the partnership and any possible perception of favoured support to one agency.

- c. Where there is an opportunity for a business to sponsor the competition, an Expression of Interest processes is recommended to call for sponsors to ensure that there is no real or perceived favouritism to a particular business. This can be a very simple one-page process which is advertised through Coast Connect, networks and on Council's website, providing an open opportunity for any appropriate business to bid for the sponsorship. There may be some instances where there are only a small number of possible sponsors, e.g. newspapers, in those cases direct invitations to the EOI may be more appropriate.
- d. Businesses that are supporting a competition must have a formal sponsorship agreement, as detailed in the Sponsorship Management Policy and Receiving Sponsorship Guidelines. It is important that the agreement and arrangements will in no way imply, or be perceived to imply, products or services from that business are superior or favoured by Council.

8. **PRIZES**

- a. The type and value of prizes will be relevant to the competition and / or the value of the engagement process or the value of the contribution made by entrants along with the priority of the competition for Council.
- b. If purchasing prizes, you must meet Council's normal procurement policies and processes.
- c. If not purchased, prizes can be received through donations or a sponsorship agreement. This must be noted, recognised in documentation and clearly identified that Council has no connection to the prize and does not imply that the prizes or businesses where the prizes come from are superior or favoured by Council.

- d. Prizes must be signed for by the winning entrant at time of collection and must be collected within two months of informing the entrant. If not collected in that time the prizes will either be redistributed to other winners (where appropriate), returned or used for another competition.

9. **JUDGING PANELS**

- a. Some competitions include judging panels, these panels can consist of the following where appropriate:
 - e. Councilor representative
 - f. Council staff member
 - g. Independent judges (businesses, funding body representatives, individuals etc.).
- b. Independent judges:
 - h. Must not (or their immediate family members) be an entrant in the competition
 - i. Benefit (or perceive to benefit) financially from any part of the competition.
- c. The judging process must be documented before judging occurs to ensure that there are no real or perceived claims of nepotism or favouritism.

10. **RECORD KEEPING**

- a. All entries and assessment must be recorded in CONTENT MANAGER.
- b. Judging panel is to co-sign their decision.

11. **RELEVANT DOCUMENTS**

- Council's Code of Conduct
- Advertising policy and procedures
- Sponsorship Management Policy
- Receiving Sponsorship Guidelines
- Receiving Sponsorship Checklist
- Receiving Sponsorship Comparative Assessment

ATTACHMENT 1: COMPETITION BRIEF

Name of the Competition:	ChromeFest Livestream Competition
Council Project:	ChromeFest Online 2021
Contact Officer:	Kellie Purcell Donna Judge
Opening Date:	Saturday 23 October 2021
Closing Date:	Saturday 23 October 2021

Purpose / why a competition is needed:	Due to Covid-19 the event has been moved online, with the aim of the competition to encourage people to jump on and view the live stream.
Outcomes / benefits provided:	This competition offers another element of entertainment and engagement with the online event, as people can participate whilst watching and listening to the bands perform

Terms and Conditions: Any key changes to the template terms and conditions. Copy Attached.	N/A
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How is the Winner Determined?	This is a game of skill with the results determined by an independent judge from The Misfits. The following question will be posted onto the livestream- ' <i>The song "fun fun fun" by the Beach Boys mentions which Classic Car?</i> '. The first person to email the correct answer to competitions@themisfits.media will be declared the winner. The email address will be displayed
Judging Panel: How were they determined; who are they; processes for judging including criteria.	The winner will be judged and chosen by an independent representative from The Misfits on the day of the event. The first correct answer received via the email address supplied on the day will be the winner.

Prizes: Description; procurement; total value.	Retro Drive-In Movie + Overnight Stay w/ Breakfast - for 2 Total value \$265
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Partnership / Sponsorship Arrangements With who, what agreement	N/A
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Total Cost of Competition: Financial; in kind.	\$265 total for prizes;
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Governance Queries:	N/A
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Other Comments:	N/A
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APPROVALS

Approved by Section Manager: _____

Approved by Service Unit Manager: _____

Approved by Director Connected Communities: _____

Date: _____



ATTACHMENT 2: TEMPLATE TERMS AND CONDITIONS

ChromeFest Livestream Competition 2021

Terms and Conditions

ChromeFest will be moved online again in 2021, showcasing live entertainment, demonstrations and show cars. Central Coast Council by running this competition encourages people to join in on the online event and enjoy an afternoon and evening of rock 'n' roll and rockabilly entertainment.

All information on how to enter this competition, forms part of these terms and conditions. Entry into this competition is deemed acceptance of these terms and conditions.

This competition is run by Central Coast Council ('Council') ABN: 73 149 644 003 of 2 Hely Street, Wyong NSW 2259 / 49 Mann Street, Gosford NSW 2250

The Council reserves the right at any time to disqualify any individual who the Council reasonably believes has breached any of the terms and conditions or engaged in any unlawful or other improper conduct calculated to jeopardise the fair and proper conduct of the competition or the reputation of the Council.

Privacy Notification:

Some of the information that you are asked to provide on this form is personal information, such as your name and contact information. This information is being collected for the purpose of identification; judgement; communication in relation to; and promotion of this entry in the ChromeFest Livestream Competition 2021.

The information will be accessible by Council staff, and other third parties who form part of the judging panel for the Competition. It is voluntary to provide personal information on this form, however if the information is not provided, Council will not accept the entry in the Competition. Applications to access or amend the personal information provided on this form may be made to Central Coast Council.

Eligibility:

1. Entry is open to:
 - a. Over 18 years of age
 - b. Gender

- c. Australian citizens or permanent resident of Australia
- d. Credentials may be checked at the discretion of Council.

2. Employees of Council and their immediate families are not eligible to enter the Competition.
3. There is no cost to enter the livestream competition.

How to enter the Competition:

4. The ChromeFest Livestream Competition will open on Saturday 23 October at 4pm and will close at 8pm with the winner being announced at 8.45pm. A question will be visible during the livestream for people to be able to answer. People will need to email their correct answer to competitions@themisfits.media. The first correct entry received will be the winner. The email address will be displayed during the livestream for people to write down.
5. Entries can be submitted:
 - a. Via the email address displayed during the livestream between 4pm-8pm on Saturday 23 October 2021.
6. All Entries must be emailed to competitions@themisfits.media between 4pm-8pm of the livestream on Saturday 23 October 2021. I .
7. Council does not accept any responsibility for any late or lost entries, internet or data issues or any other entries not properly received.
8. Council has absolute discretion; and reserves all rights; to verify the validity of all entries to the ChromeFest Livestream Competition, and to disqualify any entrant who tampers with the entry process or who submits an entry that is deemed to not be in accordance with these terms and conditions of the livestream entry terms and conditions.

9. Council will not be liable for any damages or loss suffered as a result of entry to the livestream Competition.
10. Each entrant releases, and hereby indemnifies to the full extent permitted by law, Council, its employees, agents and assigns, from any and all liability which may arise from and/or all claims in connection with their entry, participation or the prize in the ChromeFest Show N Shine Competition.
11. Council may cancel or vary the Competition at any time. Council will not be responsible for any loss or costs incurred by the entrant or businesses in relation to such cancellation or variation.

Entry requirements:

12. . Entries must be emailed to competitions@themisfits.media during the livestream only. The email address will be displayed during the livestream.
13. Entries must not contain any name or other identifying material of an individual, without that individual's consent; and must not contain any offensive, defamatory, or discriminatory content.
14. Each entrant can submit a maximum of 1 entry to the ChromeFest livestream competition.
15. All entrants must follow the terms and conditions for the livestream Competition.
16. Entries must not contain content which is: unlawful, inappropriate, constitutes harassment, defamatory, abusive, threatening, harmful, obscene, profane, sexually orientated, politically motivated, extreme views, racially offensive, demonstrating criminal behaviour, drug use, alcohol misuse, showing neglect, violence or abuse of children. Council may refer any entries containing such content and the personal information of the user connected to any such video to any law enforcement agency at its sole discretion. It is Council's absolute discretion to deem an entry unsuitable.
17. Entries must be complete and decipherable.

Photographs, video footage and licenses:

18. Each entrant consents, to Council using and publishing, at its discretion, their entry, including the name, and age of the entrant; and any photographs and/or video footage of the entrant for the purpose of the ChromeFest Livestream Competition, including but not limited to:
 - a. Uploading of the entry on the ChromeFest website www.chromefest.org
 - b. Promotion of the ChromeFest Livestream Competition in the media, both print and online;
 - c. Display and promotion at any event associated with the ChromeFest Livestream Competition.
 - d. Other non-commercial activities related to the functions of Council.
19. On all the above occasions, Council will credit the entrant.
20. The winner's name will be displayed on the ChromeFest website.
21. Please limit the promotion of individual businesses as a core part of the entry. Any use or reference to private businesses will in no way imply or be perceived to imply products or services from that business are superior or favored by Council.
22. Each entrant agrees that Council will not provide any financial compensation, in relation to any use of their entry or any photographs or video footage of the entrant.
23. Each entrant declares that he/she will not seek now or at any future time any financial compensation from Council in relation to any use of this entry or any photographs or video footage of the entrant.

Judging of the Competition:

24. Judging of the ChromeFest Livestream Competition will be selected by an Independent judge from The Misfits on Saturday 23 October 2021.
25. Judging will be anonymous and based on correct answer. The criteria against which entries will be judged, will include, but not be limited to:
 - a. This is a game of skill determined by the independent judge and their views on each answer submitted.
26. Judging will take place during the ChromeFest livestream event on Saturday 23 October 2021.
27. The decisions of the judging panel in relation to any aspect of the ChromeFest Livestream Competition will be final and binding upon every entrant who enters the Competition. No correspondence regarding any decision of the judging panel will be entered into.

Awarding winners:

28. The winner of the ChromeFest Livestream Competition as determined by the judging panel will be announced on Saturday 23 October at 8.45pm on the livestream. The winner will be asked to email competitions@themisfits.media their contact details. The prize will be sent the week commencing Monday 25 October 2021. The winner will be showcased on the ChromeFest website.
29. The ChromeFest Livestream Competition prize is: Retro Drive-In Movie + Overnight Stay w/ Breakfast - for 2.

Council makes no warranty or representation as to the condition and suitability for use of the prize.
30. Acceptance of any prize in the ChromeFest Livestream Competition is conditional on signing of Council's release form (Attachment 1).
31. If the prize remains unclaimed for 2 months from the time notice is given, Council will have the right to determine another winner or not.
32. The prize is non-transferable and not exchangeable. The prize cannot be transferred or on-sold at a premium, offered as a prize or inducement, packaged or otherwise used for advertising, promotional or other commercial purposes. The Promoter reserves the right to refuse admission to the bearer of any prize sold or otherwise provided or distributed in breach of this condition.

Complaints:

33. If Council receives a complaint from a person/s featured in an entry, or a complaint about the entry, Council may reject / remove the entry from the competition at its absolute discretion. No correspondence will be entered into in relation to any decision of Council in relation to the ChromeFest Livestream Competition

Further Information:

If you require further information, please email events@centralcoast.nsw.gov.au



Attachment 1: PRIZE SIGN OFF
ChromeFest Livestream Competition

I _____ of _____ hereby confirm I have received the following prize for my winning entry in the CHROMEFEEST Show N Shine Competition.

Name: _____

Signature: _____ Date: _____

Council Staff Witness: _____

