

# Terms and Conditions

## Standard Terms and Conditions

Please read these Terms and Conditions carefully. By submitting a colouring in drawing in the Muswellbrook Shire Council ("Council") Easter Family Fun Day Colouring in Competition ("the Competition") you are deemed to have read, understood, accepted and agreed to be immediately bound by these Terms and Conditions in their entirety.

### Eligibility

1. To enter the Competition Entrants must:
  - a. be aged 12 years or under; and
  - b. reside in the Muswellbrook Shire or Upper Hunter Shire local government areas.
2. All Entrants must provide their full name and age and the name, address, telephone number and email address of their parent or guardian. Failure to provide this information may result in Council being unable to award the Entrant a prize should they be a winner.
3. Participating in this Competition is acknowledgement that a parent or guardian has read, understood, accepted and agreed to be bound by these Terms and Conditions. Any reference to Entrant throughout these Terms and Conditions includes reference to the parent or guardian of the Entrant.

### Competition Period

4. The Competition will commence at 8am on Monday, 19 February 2024 and close at 4pm on Friday, 22 March 2024 (AEST).
5. Entries can be submitted to the Muswellbrook Shire Council Library branch, Denman Library branch or via mail to PO Box 122, Muswellbrook NSW 2333.

### Limits on Entry

6. Each person is only permitted one entry into the Competition.

### Prizes

7. The prize pool consists of:
  - a. 4 x easter egg gift packs estimated to be to the value of \$9.00 each.
8. If any prize is unavailable due to reasons beyond the control of the Council, the Council in its sole discretion, reserves the right to substitute the prize with a prize of equal value.

### Judging

9. Judges will be selected by Council in its sole discretion.
10. All judges agree to act in accordance with Council's Code of Conduct in performing their duties, in particular, in dealing with conflicts of interest.
11. In the event that a judge declares a conflict of interest, Council will appoint an alternative judge for the relevant entry.
12. All decisions and actions of the Council relating to the judges and any perceived conflict of interest are exercised at its absolute discretion and are final.

### Winner Notification

13. Winners of the Competition will be notified by Council's Contact Officer via telephone, email or post and it is the responsibility of the prize winner to then make contact with Council within 28 days to claim the awarded prize.
14. If there is a dispute as to the identity of the Entrant, the Council reserves the right, in its sole discretion, to determine the identity of the Entrant.

### Unclaimed Prizes

15. Prizes must be collected within 28 days of Council providing notice to you that you have won a prize.
16. A prize that has been won but remains unclaimed after 28 days is forfeited to Council and you acknowledge that you have

no claim for any loss, cost or expense suffered in relation to same.

17. Council reserves the right to award any unclaimed prize to the next best valid entry as considered by the judges.

### Copyright

18. It is acknowledged that Council may advertise, market, promote or publicise the submissions received in the Competition on any media platform and in relation to the Competition or any future event by Council.

### Privacy

19. Under the *Privacy and Personal Information Protection Act 1998* (NSW) (PPIP Act), the Council must notify persons of certain matters which it collects personal information about them including how it plans to use or disclose it. If an Entrant chooses to enter or take part in the Competition, the Entrant will be required to provide Council with personal information about themselves or others including name, address, telephone number and email address.
20. The Council will collect, store and disclose the personal information provided for the purposes of:
- carrying out the Competition (including notification and promotion of prizes); and
  - promotion, marketing, publicity, or research.
21. Entrants acknowledge and agree that submissions entered in the Competition may be used in future Council promotions and/or marketing.
22. By entering the Competition, the Entrant consents to the collection, storage and disclosure of their personal information in the manner outlined in these Terms and Conditions.
23. If an Entrant would prefer that the Council does not use or disclose the participant's personal information in the way outlined in these Terms and Conditions and/or retain their personal information for the purposes described herein, the Entrant should contact Council's Contact Officer, details below.
24. An Entrant has the right to access, in most circumstances, personal information which the Council holds about the Entrant. An Entrant may contact the Council to ask for access to the Entrant's personal information, or if the Entrant has a complaint concerning an Entrant's information privacy.
25. If an Entrant considers that any personal information that the Council holds about the Entrant is inaccurate or if at any time the Entrant's details change, the Entrant may contact the Council's Contact Officer, details below, and the Council will take reasonable steps to ensure that such personal information is corrected. The Council will take reasonable steps to keep personal information secure from misuse, interference, loss or unauthorised access, modification or unauthorised disclosure.
26. The Council's Privacy Statement contains further information on its processes in relation to access to and correction of personal information, about how a participant may complain about a breach of the Privacy Principles and how the Council will deal with such a complaint. The Council's Privacy Statement is available at:

<https://www.muswellbrook.nsw.gov.au/privacy-statement/>.

### Conduct

27. The Council reserves the right, at any time, to verify the validity of entries and the Entrant and to disqualify any Entrant who submits an entry, or conducts themselves in a manner that is not in accordance with these Terms and Conditions or who tampers with the entry process. Failure by the Council to enforce any of its rights at any stage does not constitute a waiver of those rights.

### Liability

28. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Council (including their respective officers, employees and agents) exclude all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Competition.
29. To the fullest extent permitted by law, Entrant's release and indemnify Council (including officers, councillors, employees and agents) for all liability (including negligence); for any personal injury; and/or any loss, cost, expense or damage; whether

direct, indirect, special or consequential, whether present or future, fixed or ascertained, actual or contingent and arising in any way out of: (a) any entry or correspondence that is late, lost, altered, damaged or misdirected due to any reason beyond the reasonable control of the Council; (b) any variation in the prize value to that stated in these Terms and Conditions; (c) acceptance or use of the prize; or (d) participation in the Competition.

#### **Contact**

30. If you have any questions or concerns in relation to the Competition or these Terms and Conditions please contact Council's Contact Officer, Stephen Wright, at [stephen.wright@muswellbrook.nsw.gov.au](mailto:stephen.wright@muswellbrook.nsw.gov.au) or alternatively on 0490 200 679.

#### **General**

31. Incomplete, indecipherable or illegible entries may be deemed invalid.
32. All decisions and actions of the Council relating to the Competition and/or redemption of the prizes are exercised at its absolute discretion and are final. No discussions or correspondence with entrants or any other person will be entered into.
33. If the Competition is interfered with or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Council, including but not limited to technical difficulties, unauthorised intervention or fraud, weather, epidemic, the Council reserves the right, in its sole discretion to the fullest extent permitted by law to (a) disqualify an Entrant; and/or (b) modify, suspend, terminate or cancel the Competition, as appropriate.
34. Council reserves the right to amend or vary these Terms and Conditions at any time before or during the Competition. Any amendments or variations will be notified to Entrants.
35. Failure by the Council to enforce any of its rights at any stage does not constitute a waiver of these rights.
36. The laws applicable in New South Wales govern these Terms and Conditions.