

Terms and Conditions

Standard Terms and Conditions

Please read these Terms and Conditions carefully before entering into the “Competition”. By accessing and participating in the Competition you are deemed to have read, accepted, executed and agreed to be bound by these Terms and Conditions.

Eligibility

1. To enter the Competition participants must follow the instructions provided in the Competition announcement on the online platform where the Competition is held.

Promotion Period

2. The Competition will commence at 8am on Friday, 11 September 2024 and close at 4pm on Sunday, 10 November 2024 (AEDST).

Limits on Entry

3. Eligible persons are only permitted one entry into the Competition.

Prizes

4. The prize pool consists of 5 “We Live Here – Why Leave Town” gift vouchers valued at \$100.00 each.
5. Prizes will be drawn on Tuesday, 19 November 2024.
6. Prizes may be subject to the standard terms and conditions of individual prize and service providers.
7. Please visit the Why Leave Town Website for further information concerning the gift vouchers and where they may be spent: <https://www.whyleavetown.com/programs/we-live-here>.
8. This prize must be taken as stated and no compensation will be payable if the recipient is unable to use it as stated.
9. Prizes are non-transferable and are not redeemable for cash, please treat gift vouchers as cash, Council takes no responsibility for lost or stolen gift vouchers.
10. 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 and/or specification.

Winner Notification

11. 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 the appropriate period.
12. If there is a dispute as to the identity of the participant, the Council reserves the right, in its sole discretion, to determine the identity of the participant.

Unclaimed Prizes

13. Prizes must be collected within 14 days of Council providing notice to you that you have won a prize.
14. A prize that has been won but remains unclaimed after 14 days is forfeited to Council and you acknowledge that you have no claim for any loss, cost or expense suffered in relation to same.

Privacy

15. Under the *Privacy and Personal Information Protection Act 1998* (NSW) (PIIP Act), the Council must notify participants of certain matters which it collects personal information about them including how it plans to use or disclose it. If a participant chooses to enter or take part in the Competition, the participants will be required to provide Council with personal information about themselves including name, age, address, telephone number, email address and photographs.
16. The Council will collect, store and disclose the personal information which the participant has provided for the purposes of:
 - a. carrying out the Competition (including notification and promotion of prizes); and
 - b. promotion, marketing, publicity, or research.

17. Participants consent to the Council using the participant's name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Council.
18. Participants acknowledge and agree that images uploaded as part of the Competition may be used in future Council promotions and/or marketing. If you would like your images excluded please contact Council's Contact Officer details below.
19. By entering the Competition, the participant consents to the collection, storage and disclosure of their personal information in the manner outlined in these Terms and Conditions.
20. If a participant 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 participant should contact Council's Contact Officer, details below.
21. A participant has the right to access, in most circumstances, personal information which the Council holds about the participant. A participant may contact the Council to ask for access to the participant's personal information, or if the participant has a complaint concerning a participant's information privacy.
22. If a participant considers that any personal information that the Council holds about the participant is inaccurate or if at any time the participant's details change, the participant 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.
23. The Council's Privacy Policy 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

24. The Council reserves the right, at any time, to verify the validity of entries (including contacting participating venues) and participants (including a participant's identity, age and place of residence) and to disqualify any participant 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.
25. Participants will not be required to enter into any areas with restricted access during the Competition. All tasks must be completed within times of designated public access or daylight hours, as applicable.
26. Participants acknowledge and agree that they are fully responsible and liable for their own behaviour during the Competition, including, any illegal or improper conduct throughout his/her participation during the Competition. Council does not control nor endorse improper conduct during the Competition. Improper conduct includes, but is not limited to, behaviour which is harmful, threatening, defamatory, obscene, sexually explicit, harassing, promotes violence, promotes discrimination, contains illegal activities, contains profanity or similar or is negligent in any way.

Liability

27. 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.
28. To the fullest extent permitted by law, participants and parents or guardians of participants release and indemnify Council (including their respective officers, 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 technical difficulties or equipment malfunction (whether or not under the Council's control); (b) any theft, unauthorised access or third party interference; (c) any entry or correspondence that is late, lost, altered, damaged or misdirected due to any reason beyond the reasonable control of the Council; (d) any variation in the prize value to that stated in these Terms and Conditions; (e) acceptance or

use of the prize; or (f) participation in the Competition.

Contact

29. If you have any questions or concerns in relation to the Competition or these Terms and Conditions please contact Council's Contact Officer, Amy Cox, at amy.cox@muswellbrook.nsw.gov.au or alternatively on 6549 3700.

General

30. Incomplete, indecipherable or illegible entries may be deemed invalid.
31. 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.
32. 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, the Council reserves the right, in its sole discretion to the fullest extent permitted by law to (a) disqualify a participant; and/or (b) modify, suspend, terminate or cancel the Competition, as appropriate.
33. 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 the participants.
34. Failure by the Council to enforce any of its rights at any stage does not constitute a waiver of these rights.
35. The laws applicable in New South Wales govern these Terms and Conditions.