

TERMS AND CONDITIONS

Participation in this promotion is deemed acceptance of these Terms and Conditions.

Who can enter?

1. Entry is open to all Australian residents aged 18 years and over. If you are under 18, you must get approval from your parent/guardian before you enter and if you will be under 18 on the date the prize is awarded, the prize may be awarded to your parent or guardian at the Promoter's discretion. By approving your participation or by accepting any prize on your behalf, your parent or guardian accepts these terms and conditions.
2. Council's Executive Leadership Team and Employees of Dubbo Regional Council and their immediate families (defined as living in the same household) of the Promoter (Dubbo Regional Council) are ineligible to enter.
3. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including the entrant's identity, age and place of employment) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Errors and omissions will be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
4. The decision of Dubbo Regional Council's Chief Executive Officer as to who is eligible to enter and selection of prize winner(s) is final and no correspondence will be entered into, including in the event of a dispute.

How to enter

1. Complete the Dubbo Regional Council's Experience Survey in full.
2. The Promotional Period commences at 8:30am (AEDT) Wednesday 20 September 2023.
3. The Promotional Period closes at 5pm (AEDT) Friday, 15 December 2023.
4. Any cost associated with entering the Promotion or accessing the Promotional Website is the entrant's responsibility and is dependent on the Internet Service Provider used.

The Prize

1. The Total Maximum advertised Prize Pool (including GST) is valued at \$500.00.
2. The Prize Pool will be split evenly with 5 Prizes to be awarded as outlined below:

Prize	Total Individual Prize Value
Fuel Card	\$100.00
Fuel Card	\$100.00
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3. The Promotion is a game of skill. Entries will be individually judged on their merits by the Promoter in its sole discretion. Entries containing the best suggestion for how Dubbo Regional Council can improve your tourist experience will win a \$100 Fuel Card or equivalent (“Prize”).
4. A representative on behalf of Dubbo Regional Council will judge submissions at Old Dubbo Gaol at 1pm (AEDT) Tuesday 19 December 2023.
5. On the Judging Date, five (5) Prize winners will be selected from eligible entries received by the Promoter that are completed in full, and received by 5pm (AEDT) Thursday 21 December 2023 with winning entrants receiving one of 5 Prizes.
6. Prizes will be supplied as Fuel Cards. The Prize must be taken as stated. The Prize is not exchangeable or transferrable and cannot be redeemed for cash or other goods or services. If a winner is unable to use the Prize as stated it will be forfeited and no compensation will be payable.
7. All Prize items are valued in Australian Dollars and inclusive of GST. The Promoter takes no responsibility for any variations in item values. The components of the Prize may alter for reasons beyond the Promoter’s control and the Promoter accepts no responsibility for any variation in Prize value.
8. In the event that a Prize, or part of a Prize, is unavailable, the Promoter reserves the right to substitute the Prize or part of the Prize in its discretion with an alternative Prize or part of the Prize to the same or equal recommended retail value and/or specification.
9. Prize winners are advised that tax implications may arise from their Prize winnings and they should seek independent financial advice prior to accepting the Prize.
10. If expired, lost or stolen; the Prize will not be reinstated, refunded or replaced by the Promoter.
 - a. Expiration of Prize: By registering the Prize, Winners will receive a text message or email when the Prize is approaching its expiry date. Any funds remaining on the Fuel Card upon the Prize expiration date will be forfeited.
 - b. Lost or Stolen Prize: registered Prizes that are lost or stolen will not be reissued. The voucher is to be treated as cash.

Notification and claiming the Prize

1. Following the Prize Draw Judgement, the Winner will be notified by Dubbo Regional Council in writing via email and / or by telephone using the contact details provided by the Entrant within 96 hours of the draw.
2. The winning Entrant has 14 days from the time and date of notification being sent to respond, and claim the Prize from Dubbo Regional Council. If the Prize is not claimed by the winning Entrant within this time frame, the Prize will be judged from the remaining entries and any previous winners will forgo all claims to the Prize.
3. If your entry is judged as the winning entry, validation of your circumstance/the validity of your entry will be undertaken by the Promoter. Method of Validation (without limitation) will be determined by the Promoter in its complete discretion. If the winning entry is deemed to be a winner, the winner will be notified as per the Terms and Conditions herein and will be required to sign a Dubbo Regional Council Competition Winner Declaration. In the event that the Promoter requests the entrant to sign any legal documents relating to the verification of their medical circumstance, the legal documents will take the form determined by the Promoter. It is a condition of accepting a Prize that the Winner sign any such legal documentation.
4. The Promoter is neither responsible nor liable for any late, lost or misdirected mail (including but not limited to Prizes).

5. The Promoter is not responsible nor liable for any Prize damaged in transit in the delivery of the Prize.
6. Any Prize winner who does not accept or agree to these Terms and Conditions or forfeits the Prize, the Prize will be considered unclaimed and will cause the Prize to be redrawn.
7. By submitting an entry for this competition, the prize winners agree to their images being used, and their names being published, by the Promoter in the media (including social media) and promotional material.

Redeeming the Prize

1. Prizes can be redeemed at participating businesses.
2. The use of the card. By accepting the Prize, a Winner agrees to be bound by the Gift Card Conditions of Use. Any transaction associated with the use of the Gift Card will be deducted from the total amount of funds on the card at the time the transaction is made.
3. In acceptance of the Prize, the Winner acknowledges that they may incur additional costs associated with redeeming the Prize which are the entire responsibility of the Winner.
4. Once the prize is conferred, i.e. in the possession of the winners, the Promoter is not liable for any incidents or activities engaged in by the Winner after the initial point of conferring.
5. By accepting the Prize, the Winners agree not to engage in any legal or unsafe behaviour whilst redeeming the Prize.
6. The Prize cannot be redeemed at stores not registered to the card.

General Terms and Conditions

1. Nothing in these Terms and Conditions, limits, excludes or modifies the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under 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 Promoter (including its respective officers, employees and agents) excludes 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:
 - a. Any technical difficulties or equipment malfunction (whether or not under the Promoter's control)
 - b. Any theft, unauthorised access or third party interference
 - c. Any entry or Prize claim that is late, lost, altered, damaged or misdirected (whether or not after the receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter.
 - d. Any variation in Total Prize Value to that stated in the Terms and Conditions
 - e. Any tax liability incurred by the Winner or Entrant, or
 - f. Use of the Prize.
2. If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law;
 - a. To disqualify any entrant
 - b. Subject to any written directions from a regulatory authority to modify, suspend, terminate or cancel the Promotions, as appropriate.
3. In the event of unforeseen circumstances e.g. war, terrorism, State of Emergency, Public Health Orders or disaster etc. (including but not limited to natural disaster) the Promoter reserves the

right to subject to the reference to all relevant State and Territory rules and regulations, to cancel, terminate, modify or suspend the Promotion.

4. The Promoter collects Personal Information ("PI") in order to conduct the Promotion and may, for this purpose, disclose as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in Council's Privacy Management Policy. In addition to any use outlined in the Promoter's Privacy Policy, the Promoter may also, for an indefinite period, unless otherwise advised, use of the PI for promotional, marketing, research and profiling purposed, including sending electronic messages or telephoning the entrant. Entrants should direct any request to opt out, access, update or correct PI to the Promoter and direct any complaints regarding the treatment of their PI according to the Privacy Policy. All entries become property of the Promoter.
5. The Promoter will retain records relating to the Promotion for the period it is required to in accordance with the relevant State legislative requirements after the date on which the winners are drawn, after which will be destroyed if the Entrant has indicated that he or she does not wish to receive any further information from the Promoter.