

'Spot Joe Rider' Competition Terms and Conditions

Promoter: Mid-Coast Council
4 Breese Parade
Forster NSW 2428

1. Information on how to enter and prizes form part of these Terms and Conditions.
2. Participation in the 'Spot Joe Rider' Competition (**'Competition'**) is deemed acceptance of these Terms and Conditions.
3. In these Terms and Conditions:
 - a) a 'Daily Prize' means one (1) #shopmidcoast gift card valued at \$50 each (including GST) to be redeemed at any Participating Store;
 - b) a 'Grand Prize' means one (1) #shopmidcoast gift card valued at \$250 (including GST) to be redeemed at any Participating Store;
 - c) a 'Prize' means either a Daily Prize or the Grand Prize;
 - d) 'Entrant' means a person who has submitted at least one (1) entry into the Competition in accordance with these Terms and Conditions and is therefore participating in the Competition;
 - e) 'GST' means goods and services tax payable pursuant to the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
 - f) 'Participating Store' means a store in the Mid-Coast Council Local Government Area which appears on the Participating Stores List;
 - g) 'Participating Stores List' means the #shopmidcoast list of participating stores published on the Why Leave Town Promotions website at <https://www.whyleavetown.com/midcoast>, as amended from time to time; and
 - h) 'Promotor' means Mid-Coast Council (ABN 44 961 208 161).
4. Entry into the Competition is free and open to all Australian residents aged 18 years and over.
5. Entrants under 18 years old must have parent/guardian approval to enter the Competition. The parent/guardian of the Entrant must read and consent to these Terms and Conditions.
6. The Competition is based on chance and not skill, with the winning Entrants selected at random.
7. The Competition opens Monday 19th October 2020 at 7:00AM (AEST) and ends Friday 23rd October 2020 at 11:59PM (AEST) (**'Promotional Period'**).
8. A total of fifteen (15) Daily Prizes will be awarded to fifteen (15) separate winning Entrants of the Competition during the Promotional Period and one (1) Grand Prize will be awarded to a winning Entrant following the end of the Promotion Period, as specified in clause 12 of these Terms and Conditions. The maximum total prize pool of the Competition is \$1000 AUD (including GST).
9. Entries into the Competition must be received within the Promotional Period and no later than 11:59:59 PM (AEST) on Friday 23 October 2020.
10. To enter the Competition and qualify as an Entrant, a person must, during the Promotional Period:
 - a) complete the entry form via the Promoter's website;
 - b) complete all required fields included in the registration process (including providing full name and contact details); and
 - c) provide the street name and suburb where 'Joe Rider' was spotted.
11. Each entry that complies with the criteria specified in clause 10 of these Terms and Conditions generates one (1) entry into the Competition. Only one (1) entry is allowed per person per day within the Promotional Period. A winning Entrant cannot win more than one (1) Daily Prize during the Promotional Period, however each daily entry submitted by an Entrant will go into the draw to win the Grand Prize.
12. At the end of each day during the Promotional Period, three (3) Daily Prizes will be awarded to three (3) separate eligible winning Entrants. Following the closure of the Promotional Period, the Grand Prize will be awarded to an eligible winning Entrant. Random draw software 'Wheel of Names' will be used to draw each winning entry. A winning Entrant of a Daily Prize will be contacted by the Promoter and notified of their win the day after the relevant draw. The winning Entrant of the Grand Prize Winner will be contacted by the Promoter and notified of their win on Monday the 26th October 2020. Each winning Entrant will be notified of their Prize via email or phone.
13. A winning Entrant must notify the Promotor of the acceptance of their Prize by no later than 5:00pm (AEST) on Monday 26th October 2020 (**'Prize Collection Expiry Date'**). Should a winning Entrant fail to claim their Prize by the Prize Collection Expiry Date, the Promoter may, in its sole discretion, deem the Prize forfeited and the winning Entrant will have no entitlement to claim any Prize (nor any other compensation in lieu of any Prize).
14. By accepting a Prize, a winning Entrant agrees to either:
 - a) be interviewed, photographed and/or filmed at a time and date nominated by the Promoter; or
 - b) supply photographs and comments, as required by the Promoter, to be used by the Promoter or their agents for a story or feature on the Competition to be developed and pitched to the media or featured on the Promoter's website or their social media pages (or any other form of media the Promoter deems suitable) without any further remuneration or reference to the winning Entrant. The

- rights to such story or feature (including but not limited to creative control of the story or feature) will remain with the Promoter at all times.
15. In order for any winning Entrant under the age of 18 years old to receive a Prize, their parent/guardian may be required by the Promoter to enter into a further agreement as evidence of their consent to the Entrant participating in the Competition and these Terms and Conditions. If the parent/guardian does not sign such further agreement, the Entrant will be deemed by the Promoter as ineligible to receive their Prize and their Prize will be forfeited.
 16. An Entrant must not tamper with any entry or interfere with the conduct of the Competition.
 17. Employees of the Promoter (and their immediate families) are ineligible to enter the Competition.
 18. The Promoter reserves the right, at any time (including following the draw to select the winning Entrants), to:
 - a) verify the validity of entries (including requesting proof of an Entrant's age and/or place of employment); and
 - b) disqualify any Entrant who fails to comply with any provision of these Terms and Conditions or who tampers or interferes with the entry process.
 19. Errors and omissions in any entry will be accepted in the Promoter's sole discretion. Failure by the Promoter to enforce any of its rights under these Terms and Conditions at any time does not constitute a waiver of those rights.
 20. A winning Entrant must not engage in any illegal or unsafe behaviour whilst participating in the Competition or in connection with their acceptance of a Prize. To the maximum extent permitted by law, the Promoter excludes any legal liability or responsibility for legal or otherwise incidents or activities engaged in by a winning Entrant during and after the Entrant's participation in the Competition and their receipt of a Prize.
 21. A Prize must be taken as offered, is not reloadable and expires three (3) years from the date of activation as per the terms and conditions of Why Leave Town Promotions which can be accessed at: <https://www.whyleavetown.com/terms-conditions>. A Prize, or any unused portion of a Prize, is not transferable or exchangeable and cannot be redeemed as cash. A Prize is not valid in conjunction with any other offer. A Prize is valued in Australian dollars. The Promoter accepts no responsibility for any variation in the value of a Prize. Winning Entrants are advised that tax implications may arise from their Prize and they should seek independent financial advice prior to accepting a Prize.
 22. By accepting a Prize, a winning Entrant acknowledges that they may incur additional costs associated with redeeming the Prize, which will be their entire responsibility.
 23. Each Prize is valued inclusive of GST and the Promoter takes no responsibility for any variations in Prize values. The components of the Prize may alter for reasons beyond the Promoter's control.
 24. In the event that a Prize, or any part of a Prize, is or becomes unavailable, for whatever reason, the Promoter reserves the right to substitute the Prize or the relevant part of the Prize in its sole discretion with an alternative Prize or part of the Prize to the same and equal recommended retail value and/or specification. Without limiting the foregoing, Entrants who receive a Prize in accordance with these Terms and Conditions agree that if a Participating Store is removed from the Participating Stores List, for whatever reason, at any time during or after the Promotional Period, the Prize must be used at any other Participating Store then listed on the Participating Stores List.
 25. The Promoter is neither responsible nor liable for any late, lost or misdirected mail (including but not limited to a Prize) or any Prize damaged in transit during its delivery.
 26. Any cost associated with entering the Competition or accessing any website referred to in these Terms and Conditions is the Entrant's responsibility.
 27. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the *Competition and Consumer Act 2010* (Cth), nor any other implied warranties under consumer protection laws in the State of New South Wales, Australia.
 28. To the maximum extent permitted by law, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes any and all liability (howsoever arising) to any person, including for any personal injury, loss or damage of any kind (including loss of opportunity), whether direct, indirect, special or consequential, arising out of or in connection with the Competition, including:
 - 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 indecipherable, late, lost, altered, damaged or misdirected;
 - d) any variation in Prize value to that stated in these Terms and Conditions;
 - e) any tax liability incurred by any winning Entrant;
 - f) any act or omission of any Entrant; and/or
 - g) the use of any Prize,and each Entrant unconditionally and irrevocably releases the Promoter from any such liability, including if a Prize is not honoured by a Participating Store.
 29. Subject to law, if the Competition is interfered with in any way, or in the event of any unforeseen circumstance (including any circumstance beyond the reasonable control of the Promoter), war, terrorism, state of emergency, pandemic or disaster (including but not limited to natural disaster), the Promoter reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Competition.
 30. The Promoter is bound by the *Privacy and Personal Information Protection Act 1998* (NSW). The Promoter collects personal information ('PI') in order to conduct the Competition and may, for this purpose, disclose such

PI to third parties, including but not limited to agents, contractors, service providers, Participating Stores and, as required, to Australian law enforcement or regulatory authorities. Entry into the Competition is conditional on an Entrant providing this PI (and, where applicable, a parent/guardian consenting to the provision by the Entrant of this PI). The Promoter will also use and handle PI as set out in its privacy management plan, which can be accessed at: <https://www.midcoast.nsw.gov.au/Council/Privacy>. In addition to any use that may be outlined in the privacy management plan of the Promoter, the Promoter may also, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning Entrants. Entrants should direct any request to opt-out, access, update or correct their PI to the Promoter and/or make complaints regarding the treatment of their PI in accordance with Promoter's privacy management plan.

31. If a Prize is forfeited by a winning Entrant pursuant to these Terms and Conditions, the Promoter may, in its sole discretion, elect to conduct another draw on a date of its choosing using random draw software 'Wheel of Names' and award the Prize to another winning Entrant.
32. If a dispute arises in relation to these Terms and Conditions, the relevant parties to the dispute must act in good faith to negotiate a resolution to the dispute before commencing any legal proceedings.
33. The Competition is void where prohibited or restricted by any applicable law.
34. The Competition, including these Terms and Conditions, is governed by the laws of the State of New South Wales, Australia. Any legal proceedings arising out of or in connection with the Competition and/or these Terms and Conditions must be brought in a court of competent jurisdiction in the State of New South Wales, Australia.