

# Gwydir Shire Council - Freight Route Survey – Entrant Terms & Conditions

<b>Promotion</b>	Freight Route Survey – Entrant Terms & Conditions
<b>Promoter</b>	Community Engagement Consulting Australia Pty Ltd ABN <b>37 614 196 655</b> of Suite 1/12-16 Sydney Rd, Manly NSW 2095 trading as Captivate Consulting
<b>Promotional Period</b>	<b>Start Date:</b> 10/10/2024 at 10:00am AEST
	<b>End Date:</b> 31/12/2024 at 11.59pm AEST <i>Council reserves a right to extend the survey.</i>
<b>Entrants</b>	Permanent residents of Australia: <ol style="list-style-type: none"> <li>1. whose primary residence is in the Gwydir Shire Council local government area.</li> <li>2. who fulfil all the entry criteria as listed under Eligibility Criteria</li> <li>3. are not employees or immediate family members of the Promoter, Community Engagement Consulting Australia Pty Ltd, Gwydir Shire Council, or any of their related corporations or any of their agencies associated with the Promotion; ("Entrant").</li> </ol>
<b>Entry Methods</b>	1. Entrants must complete the survey on the project webpage <a href="https://app.engagelink.com.au/portal/gwydir/survey/freight-route-survey">https://app.engagelink.com.au/portal/gwydir/survey/freight-route-survey</a>
<b>Eligibility Criteria</b>	<ol style="list-style-type: none"> <li>1. Must live in the Gwydir Shire Council LGA</li> <li>2. Entrants: Individual applicants</li> <li>3. Eligibility for Fuel vouchers: individual on properties with a land area over 200ha and have inbound and outbound freight from their property. OR Property with a land area under 200ha but produce a sum of more than 10,000 tonnes of produce per year. <i>Council reserves the right to use reasonable discretion on Eligibility Criteria 3.</i></li> <li>4. Eligibility for IGA vouchers Properties in the Gwydir Shire Council LGA that do not meet the above criteria. (3.)</li> </ol>
<b>Winner Determination</b>	Eligible entries will be randomly drawn at the completion of the survey period.
<b>Number of Winners</b>	<ul style="list-style-type: none"> <li>- 2 x \$5,000 fuel vouchers provided via egiftpay vouchers (or similar)</li> <li>- 5 x \$100 IGA vouchers</li> </ul>
<b>Winner Notification</b>	The Winners will be notified through direct message, phone call and/or email (depending on contact details provided) at close of competition.
<b>Prize/s</b>	<ul style="list-style-type: none"> <li>• 2 x \$5,000 Fuel Voucher</li> <li>• 5 x \$100 IGA Voucher</li> </ul>

# Terms and Conditions

## ENTRY IN TO THE PROMOTION

1. The Schedule above and all other entry instructions and prize information published by the Promoter form part of these Terms and Conditions. Each Entrant agrees and acknowledges that they have read these Terms and Conditions (and Schedule) and that entry into the Promotion constitutes acceptance of these Terms and Conditions (and Schedule). All capitalised terms used in these Terms and Conditions have the meaning given in the Schedule, unless stated or as the context otherwise provides.

2. The Promotion is only open to individuals:

(i) whose primary residence is located in the Gwydir Shire Council local government area.

(ii) who fulfil all the Survey Questions and meet the eligibility criteria

(iii) are not employees of the Promoter, Community Engagement Consulting Australia Pty Ltd, Gwydir Shire Council, or any of their related corporations or any of their agencies associated with the Promotion; ("Entrant").

3. Entrants must be 18 years of age or older

4. Entries must be received by the Promoter during the Promotional Period. All entries are deemed to be received at the time of receipt by the Promoter, not the time of transmission by the Entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.

5. Except as otherwise indicated, all amounts stated in these conditions are stated in Australian dollars.

6. Entries must be submitted in accordance with the Entry Method and must not be: incomplete; incomprehensible; unlawful or capable of violating any law or giving rise to a civil action; obscene; defamatory or libellous; threatening or harassing; pornographic or contain nudity; hateful; offensive; incite or be capable of encouraging conduct that would be considered a criminal offence; and in violation of the terms and conditions of the relevant survey platform used to enter the Promotion.

7. Entrants warrant that their entry is informed by their own property and business and is not copied in any manner from any other property or business.

8. There is no cost to enter the Promotion; however, internet connection and usage rates may apply. Entrants should obtain details of such costs from their service providers. The Promoter is not and will not be liable for any such costs.

9. The Promoter takes no responsibility for lost, incomplete, incorrectly submitted, illegible or misdirected entries or for any delays or failures in any telecommunications service or equipment.

10. The Promoter may reject an Entry if it reasonably forms the opinion that the Entry has been entered using false information or via automated entry means or by use of a competition entry service.

11. The Promoter may, at its absolute discretion, declare an Entry made by an Entrant invalid if the Entrant tampers with the entry process, benefits from such tampering or submits an Entry that is illegible, incomplete or not in accordance with these terms and conditions.

12. All valid entries may will be recorded in the Gwydir Shire Council database and will be used for planning and prioritisation purposes.

13. All entries become the property of Gwydir Shire Council.

14. Entry is only valid if the information provided through the survey is true and can be backed with evidence if required.

15. Entry is only valid if all details on the Entry Form are completed. Incomplete, indecipherable or illegible entries will be deemed invalid. No responsibility is accepted for lost, late or misdirected entries.

## **THE PRIZES AND THE WINNERS**

15. The Number of Winners will be determined from all valid and eligible entries received during the Promotional Period in accordance with the Winner Determination. The Winner/s will receive the Prize/s.

16. The Winner/s will be notified in accordance with the Winner Notification.

17. All reasonable attempts will be made to contact the Winner/s. Subject, where relevant, to any direction given under the relevant State/Territory permit regulations, if a Prize is:

a) not claimed by the Winner within seven (7) days; or

b) forfeited for any reason,

that Prize will be awarded to the next drawn entry. The winner of the unclaimed Prize will be notified in accordance with the Prize Winner Notification.

18. All Prize values are correct and based on the recommended retail value at the Start Date of the Promotion.

19. If a Prize or any part of a Prize is unavailable for any reason, the Promoter will, in its absolute discretion, substitute the Prize with another item of no lesser retail value, subject, where relevant, to the approval of the authorities that have issued permits for the conduct of the Promotion.

20. Prizes cannot be refunded or exchanged and, except as expressly permitted by these Terms and Conditions, cannot be taken as a monetary payment.

21. Prizes may be transferred at the Promoter's sole discretion. If the Promoter exercises its discretion to allow a Winner to transfer their Prize, the transfer will be on the condition that the transferee accepts these Terms and Conditions and the Promoter may require such acceptance in writing at its absolute discretion.

22. If for any reason a Winner does not (or is unable to) take their Prize or an element of their Prize at the time stipulated by the Promoter, they forfeit their Prize or that element of their Prize and no compensation or substitute will be offered.

23. Each Prize will be awarded to the person named in the winning entry in accordance with the Winner Determination. If a Winner is under the age of 18, the Promoter may, at its discretion, award their Prize to the Winner's parent or legal guardian. It is the responsibility of the Winner's parent/legal guardian to prove their parental status/legal guardianship at the time of the Winner Notification.

24. All of the Promoter's decisions are final and no correspondence will be entered into. If for any reason any element of the Prize becomes unavailable or not capable of being delivered to the Winner for any reason beyond the Promoter's reasonable control the Promoter will have no obligation to provide a similar prize to the Winner or otherwise compensate the Winner in any way.

25. All Entrants enter the Promotion at their own risk and the Winner accepts the Prize at his or her own risk. To the full extent permitted by law, the Promoter, its associated companies and agencies and any of their personnel (the "Relevant Parties") exclude all liability for and indemnify the Promoter in respect of any loss (including any damage, claim, injury, cost or expense) which is suffered or incurred by any Entrant in connection with the Promotion or Prize, including without limitation:

- i. any indirect, economic or consequential loss;
- ii. any loss arising from the negligence of a Relevant Party;
- iii. any liability for personal injury or death. The Promoter may request that the Winner sign and return a deed of release to this effect as a condition of the Prize being awarded. If the Winner fails to sign and return such release, the Winner may forfeit the Prize.

## **PUBLICITY**

26. By accepting a Prize, Winner/s agree that:

- a) if requested by the Promoter, the Winner/s will:
  - i. provide comments about the Promotion and/or a photo or audio-visual clip of themselves; and
  - ii. participate in any promotional activity in connection with the Promotion or the Prize;
- b) the Promoter may use their name, image, comments, photographs or audio-visual clips (Materials) for publicity and promotional purposes in any form of media, without reference or compensation to the Winner/s or any other person;
- c) the Promoter may use, reproduce, edit and communicate to the public the Materials at any time in any form of media;
- d) the Promoter may license, authorise or otherwise transfer the rights in the Materials to others to do the same; and
- e) the Winner/s unconditionally and irrevocably consent to any act or omission that would otherwise infringe any of their moral rights in the Materials and waive all moral rights in the

## LIMITATIONS OF LIABILITY

28. 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, as well as any other implied warranties under the Australian Securities and Investments Commission Act 2001 or similar State and Territory consumer protection laws (Non-Excludable Guarantees). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter, its associated agencies and companies and those agencies and companies associated with or involved in the Promotion (including each of their respective directors, officers, employees, servants, contractors and agents past and present) exclude all liability (including negligence), for any personal injury or death; or any loss or damage; whether direct, indirect, special or consequential (including loss of opportunity and loss of profit), arising in any way out of the Promotion or the Prize/s.

29. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter, its associated agencies and companies and those agencies and companies associated with or involved in the Promotion (including each of their respective directors, officers, employees, servants, contractors and agents past and present) is not responsible for and excludes all liability (including negligence), for any personal injury or death; or any loss or damage; whether direct, indirect, special or consequential (including loss of opportunity and loss of profit), arising in any way out of:

- a) any technical difficulties or equipment malfunction (whether under the Promoter's control);
- b) any incorrect or inaccurate information, caused either by users, by any of the equipment or programming associated with or used in connection with the Promotion, or by any technical error that may occur in the course of the Promotion;
- c) any delays or failures in any telecommunications services or equipment;
- d) any error, omission, interruption, deletion, defect, delay in operation or transmission, theft, destruction, unauthorised access or third party interference;
- e) any entry or prize claim that is late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted, altered, damaged or misdirected (whether after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;
- f) any variation in Prize value to that stated in these Terms and Conditions;
- g) any tax liability incurred by a Winner or Entrant;
- h) if a Prize or any part of a Prize is unavailable for any reason; or
- i) use of the Prize/s.

30. If a Prize is to be delivered directly to a Winner by a third party supplier, the Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the Prize, any loss or damage to the Prize, any delay or failure relating to the Prize itself or failure by the third party supplier to meet any obligations in these Terms and Conditions or otherwise.

## GENERAL

31. The Promoter reserves the right to take any action necessary in its sole discretion at any time, subject, where relevant, to any direction given under State/Territory permit regulations.

32. If there is a dispute concerning the conduct of the Promotion, the decision of the Promoter is final and binding on each Entrant and no correspondence will be entered into.

33. Prize/s and participation in this Promotion may be subject to additional terms and conditions imposed by third parties. Entrants and Winners must comply with any such additional terms and conditions. The Promoter does not accept any responsibility and is not liable for any additional conditions imposed on the taking of a Prize or participation in the Promotion. The terms and conditions which apply to a Prize at the time it is issued to a Winner will prevail over these Terms and Conditions, to the extent of any inconsistency.

34. If for any reason any aspect of this Promotion is not capable of running as planned, including, without limitation, by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure, acts of God, civil unrest, strike, war, act of terrorism, pandemic or any other cause beyond the control of the Promoter, the Promoter reserves the right in its sole discretion to cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a Prize, subject, where relevant, to any direction given under the relevant State/Territory permit regulations.

35. Any attempt to cause damage to any website or the information on any website associated with this Promotion or to otherwise undermine the fair and legitimate operation of this Promotion may be a violation of criminal and civil laws. The Promoter and the Prize Supplier/s reserve the right to seek damages in the fullest extent permitted by law if any such attempt is made, whether that attempt results in any such damage, interference or undermining.

36. These Terms and Conditions are governed by the laws of New South Wales and each of the relevant State authorities.

37. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

38. These Terms and Conditions and the Schedule constitute the entire terms and conditions between each Entrant and the Promoter with respect to the Promotion. The Promoter may alter, modify, or amend these Terms and Conditions and the Schedule, subject, where relevant, to the approval of the authorities that have issued permits for the conduct of the Promotion.

## **PRIVACY, DISCLOSURE AND CONSENT TO USE INFORMATION.**

39. The Entrant acknowledges and permits the Promoter during and after the Promotion to:

- collect, store, handle, access, manage, transfer and use personal information about the Entrant, including name and postcode, in connection with the Content. This includes transmission outside of Australia. The Entrant may revoke its consent to this clause at any time upon written notice to the Promoter.
- contact the Entrant for any reason related to the Promotion or other activities of the Promoter.

40. The collection, use and disclosure of all personal information is handled in accordance with the Promoter's Privacy Policy available at: <https://www.gwydir.nsw.gov.au/Council/Website-Privacy-Policy>

41. If there is a Promotion Sponsor, the Promotion Sponsor may use the personal information of an Entrant for marketing purposes if the Entrant has given their consent to be contacted by the Promotion Sponsor.