

Plan B - Win A Swag Competition Terms and Conditions



TERMS OF ENTRY

1. These terms apply. By participating in this promotion entrants agree to these terms. Information on how to enter and prizes form part of these terms. Byron Shire Council's decision in all matters is final and no correspondence will be entered into.

2. Eligibility

- Entry is open to adults 18 years and over who reside in Australia.
- Byron Shire Council and Transport for NSW employees and their immediate family members are not eligible to enter.
- Employees of the Participating Venues and their immediate family members are not eligible to enter.

3. How to Enter

- The promotion commences on Monday 1 April 2024 at 9:00Am AEST and closes on Tuesday 30 April 2024 at 11:59pm AEST (competition period).
- To enter, eligible entrants must provide their name, phone number, venue from which they are participating and a viable Plan B answer on the entry form.

4. Valid Entries

To be valid an entrant must comply with these terms and the entry must:

- be from an eligible entrant, and
- be submitted before the end of the Competition Period, and
- be complete, correct, and legible, and
- be the work of and be in the name of the person submitting it, and
- not contain anything that might be considered to be inflammatory, defamatory, or offensive.
- not contain anything that might be considered to be damaging to Byron Shire Council's reputation, and
- not breach any copyright or other intellectual property rights.

5. Number of Entries

An entrant may only enter the Competition once per day.

6. Proof of ID

Byron Shire Council reserves the right, at any time, to verify the validity of entries, and the identity and eligibility of entrants. Entrants must provide such evidence as Byron Shire Council may require for verification purposes.



7. Disqualification & Removal

Byron Shire Council may at any time exclude or disqualify an invalid entry or all entries of any entrant who is ineligible or who breaches these terms (including the deletion of any material published in connection with the entry) or who fails to supply evidence satisfactory to Byron Shire Council to verify their identity or eligibility.

8. Competition Period

The Competition starts on Monday, 1 April 2024 9:00am AEST and ends on Tuesday, 30 April 2024 at 11:59pm AEST. All references to time are local in Sydney, Australia.

9. Prize

The prize for each participating venue is a single swag up to the value of approximately \$250. There are 7 participating venues in total. And there will be 1x winner at each venue, with a total of 7x overall winners.

10. Participating Venues

- The Great Northern Hotel – Byron Bay
- Ginn Jinn Café & Restaurant – Byron Bay
- The Cellar Byron Bay – Byron Bay
- The Cellar Byron Plaza – Byron Bay
- Billinudgel Hotel – Billinudgel
- Byron Bay Services Club – Byron Bay
- Ocean Shores Country Club – Ocean Shores

11. Draw

The prize draws will take place at each venue on Wednesday, 1 May 2024 at 12:00pm AEST.

Entrants do not need to be physically present. The first randomly drawn valid entry is the winner.

Any entries that do not meet the criteria of valid entries noted in clause 4 will be deemed as an invalid entry, and Byron Shire Council will disregard invalid entries. To be valid entries must have a viable Plan B answer in their entry form.

12. Prize Value

Prizes have an estimated value of approximately \$250 per swag and the total value of the prize pool will be approximately \$1750.

All prize values are the estimated or recommended retail price in Australian dollars (inclusive of GST) at the time of printing these terms and conditions, Byron Shire Council accepts no responsibility for any variation in value.

13. Notice

The Participating Venues will notify winners by telephone within 2 business days of the winners being drawn. Participating Venues will not advise entrants of failure to win a prize.

Byron Shire Council and the Participating Venues are not responsible for contacting winners by any other method or for winners not receiving notification for any reason. Entrants are responsible to provide and maintain correct contact details.

14. Release and Consents

Byron Shire Council may require winners to sign a legal release in a form determined by Byron Shire Council releasing Byron Shire Council from liability in respect of their use of the prize. Prizes will be deemed to be unclaimed if the legal release is not provided when required.

15. Prize Terms of Use

Acceptance and use of a prize is subject to all terms of use issued by the manufacturer or supplier of the prize and, where relevant, the owner or manager of the venue where the prize is to be used or enjoyed.

16. Prize Collection

Byron Shire Council and the Participating Venues will not arrange delivery of prizes to winners. It is the responsibility of the winner to arrange collection of their prize at a time mutually agreed with the Participating Venue but no later than the end of May 2024. Winners may be required to provide proof of identity to collect their prize.

17. Unclaimed Prizes

If the winner is unable to collect their prize or 1 month after its award any prize remains unclaimed for any reason then at 12:00pm AEST on Monday 3 June 2024 the Participating Venue will re-draw and the next eligible entrant with a valid entry will be drawn.

Previous winners of unclaimed prizes are not eligible for the re-draw. This process may be repeated as often as necessary until no prizes remain unclaimed.

18. Unavailability of Prizes:

Subject to any directions given by the NSW Office of Liquor, Gaming and Racing Byron Shire Council will not replace or substitute a prize or provide compensation where a winner is unable to claim or use a prize for any reason including cancellation or discontinuance or unavailability of the prize, inclement weather or illness or where a winner does not receive notification or does not receive the prize through providing an incorrect or outdated address.

19. Prize Substitution & Transfer

Subject to any directions given by the NSW Office of Liquor, Gaming and Racing, Byron Shire Council reserves the right in their absolute discretion for any reason to substitute the prize (or part of the prize) with a prize of similar value or specification. Winners cannot transfer, exchange, or redeem for cash any prize or unused portion. Byron Shire Council may not honour any prize which a winner has transferred to another person.

20. Cancellation or Change

Subject to any directions given by the NSW Office of Liquor, Gaming and Racing, Byron Shire Council may modify, suspend, terminate or cancel the Competition if for any reason (including interference or a breach of these terms) it cannot conduct the Competition as reasonably anticipated or if the fairness of the Competition would be compromised.

21. Liability

Except for any liability that cannot be excluded by law, Byron Shire Council (including its staff and agents) excludes all liability (including negligence) for any personal injury, illness or death or any loss or damage (including loss of

opportunity) whether direct, indirect or consequential, arising in any way out of the Competition or any prize, including where arising out of the following:

- (a) any technical difficulties or equipment malfunction (whether or not under Byron Shire Council's control) including inaccessibility of any website;
- (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 receipt by Byron Shire Council) due to any reason beyond the reasonable control of Byron Shire Council;
- (d) the use of a prize or
- (e) the award of a prize to an ineligible entrant.

22. Entrant's Costs

Any cost associated with lodging an entry (including internet costs in accessing the Competition website) is the entrant's responsibility. Any costs incurred in receiving, collecting or using a prize is the entrant's responsibility, including travel, accommodation, and tax liability.

23. Privacy Notice

Byron Shire Council collects entrants' personal information in order to conduct the Competition and may, for this purpose, disclose such information to third parties, including prize suppliers. Entrants must provide their personal information otherwise their entries will be invalid. Byron Shire Council may use the entrant's personal information for promotional, marketing and publicity purposes in connection with the Competition including sending electronic messages or telephoning the entrant. Personal information will be stored by Byron Shire Council at its address given below and entrants may contact Byron Shire Council to access or correct it.

24. Publicity

Entrants agree that if they win any prize, they will co-operate with Byron Shire Council in providing the story of their win, including being interviewed, photographed and filmed. Entrants consent to Byron Shire Council using the entrant's entry, name, likeness, and image in any media for an unlimited period without remuneration in connection with the Competition or the purposes of the Competition. Winning entrants agree that they will not provide their story to any media organisation without Byron Shire Council's prior written consent.

25. Ownership of Entries

Entries become the property of Byron Shire Council and will not be returned to the entrant. The entrant transfers all intellectual property rights in the entry to Byron Shire Council (including copyright). Entrants consent to any use of their entry which may otherwise infringe their moral rights pursuant to the Copyright Act 1968.

26. Warranty by Entrants

Entrants warrant that if an entry features or nominates any other person, the entrant has obtained all necessary consents from such person. Entrants indemnify Byron Shire Council from all liability arising from a breach of these warranties.

27. Interference & Unfair Advantage

Entrants must not attempt to interfere with or undermine the operation of the Competition or interfere with the normal functioning of any website the Competition uses or attempt to obtain any unfair advantage or undermine the operation of the Competition including using any macro, program, series of commands, system or

electronic or mechanical device that enables entries to be lodged automatically or repetitively.

28. Legal

These terms will be construed according to the laws of New South Wales and entrants submit to the exclusive jurisdiction of the courts of that State. "Including" is not a word of limitation. Failure by Byron Shire Council to enforce any of its rights at any stage does not constitute a waiver of those rights.

29. Promoter

The Promoter is Byron Shire Council (ABN 14 472 131 473) of 70 Station Street, Mullumbimby NSW 2482.