

Lake Macquarie City Council

Lake Mac 2035

Terms and conditions

1. Lake Macquarie City Council (**'the Promoter'**) is conducting the Lake Mac 2035 promotion (**'the Promotion'**) to encourage feedback on its updated Community Strategic Plan, Local Strategic Planning Statement and other strategic documents.
2. The Promotion is open between 3pm Australian Eastern Standard Time ('AEST') on Wednesday 1 May 2024 and closes at 11:59pm AEST on Sunday 31 May 2024 (**'Promotion Period'**) unless otherwise notified by the Promoter on the webpage (www.lakemac.com.au).
3. Entry is open to New South Wales residents over the age of 16. Any entrant who is over 16 but under the age of 18 years must have their parent's or guardian's permission to enter the Promotion. Employees of the Promoter and their immediate families are ineligible to enter.
4. One entry is permitted per person.
5. Upon submission of feedback via the online form or forums during the Promotion Period at shape.lakemac.com.au/lake-mac-2035, the entrant will automatically be entered in the draw using the details provided to win a prize.
6. This is a game of chance and skill plays no part in determining the winners.
7. Information on how to complete the Promotion forms part of these Terms and Conditions.
8. Any entry that does not comply with these Terms and Conditions is rendered invalid.
9. At the time of submitting feedback via the online form or forums at shape.lakemac.com.au/lake-mac-2035, the entry is deemed complete and the entrant is deemed to have accepted these Terms and Conditions.
10. Each entry becomes the property of the Promoter on submission. All details will be held in accordance with the relevant privacy legislation, and Lake Macquarie City Council's Privacy Policy, which can be accessed by visiting www.lakemac.com.au or calling (02) 4921 0333.
11. The Promoter reserves the right to verify the validity of all entries and reserves the right to disqualify any individual entrant or group of entrants if, in its reasonable opinion, the entrant(s) have tampered with the entry or verification process, including but not limited to the utilisation of techniques to make multiple entries or the submission of an entry that is not otherwise in accordance with these Terms and Conditions.
12. In the event that the Promoter reasonably believes that an entrant has tampered with the entry or verification process, in addition to declaring any or all entries

made by that entrant invalid, the Promoter may in its complete discretion preclude that entrant from participation in any or all future promotions of the Promoter.

13. If for any reason this Promotion is not capable of running as planned, whether caused by infection by computer virus, mobile phone failure, line drop out, bugs, tampering, unauthorised intervention, fraud, technical failures or any other cause beyond the control of the Promoter which corrupt or affect the administration, security, fairness or integrity of the Promotion, the Promoter reserves the right in its sole discretion, to cancel, terminate, modify or suspend the Promotion. The Promoter may in its sole discretion disqualify any entrant who tampers with the entry process in this way.
14. The Promoter is not responsible for receipt of incorrect, inaccurate or incomplete information caused by an entrant or occurring during transmission. The Promoter is not responsible for any problems or technical malfunction of any telephone, telephone or computer network, or lines, servers, or telephone or internet providers, traffic congestion on any phone or computer network, or any combination thereof, including any injury or damage to entrants or any other person's handset or computer related to or resulting from participation or sending or receiving of any communication or of any materials in this Promotion.
15. The prize is one of 20 Charlestown Square gift cards valued at \$100 recommended retail price ("**RRP**"). The total prize pool is valued at \$2000 RRP.
16. A random electronic draw will be conducted to determine the winner at 126-138 Main Road, Speers Point, NSW on Monday 3 June 2024.
17. The winners will be notified by email with the details they supplied with their submitted feedback on Wednesday 5 June 2024 by 5pm. The winners will have one month from notification to claim their prize.
18. The prize is not transferable and cannot be taken as or redeemed for cash.
19. The prize value is correct at time of publication but no responsibility is accepted for any variation in the value of any prize.
20. In the event that any prize item is unavailable despite the Promoter's reasonable endeavours to procure such item, the Promoter reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any directions from the relevant regulatory authority or to any legal compliance requirements.
21. The Promoter retains the absolute discretion to require a winner to provide proof of age, residential address and identity in a form determined by the Promoter before awarding the prize. If the winner is over the age of 16 but under the age of 18, the prize will be awarded to their parent/guardian.
22. Each entrant and the winner agree that all right, title, interest and risk in the prize vests in the winner upon its collection. Upon collection, the Promoter is not responsible if a prize is lost, stolen, destroyed, or used without the winner's permission. The winner also agrees that the Promoter is not responsible for the provision of or availability of accessories or other items required to use the goods or services the subject of the prize.

23. Each prize winner should look to the retail supplier or manufacturer of that prize product or service for all warranties and other support. However, these Terms and Conditions do not exclude or limit the application of any statutory provision (including a provision of the *Competition and Consumer Act 2010* (Cth)) where to do so would contravene that legislation or cause any part of these Terms and Conditions to be void.
24. If the initial winner does not claim their prize within one month of being notified to claim their prize, the Promoter may conduct an unclaimed prize draw at 126-138 Main Road, Speers Point, NSW on Wednesday 3 July 2024 to distribute an unclaimed prize by that date. The first valid entry drawn will win the unclaimed prize and so on until all unclaimed prizes have been awarded. The winner will be notified by email within two business days of the draw.
25. Entrants and prize winners consent to their name and suburb being published by the Promoter or the media. If requested, entrants and prize winners must also consent to a short interview with Council and the media where their interview responses may be used in media or promotional material at the Promoter's absolute discretion.
26. The Promoter is not liable for any loss or damage whatsoever which is or may be suffered, including but not limited to indirect or consequential loss, or for personal injury suffered or sustained during the course of accepting or using the prize, except for any liability which cannot be excluded by law.
27. The Promoter's decision in relation to the interpretation and enforcement of the Terms and Conditions and the awarding of the prize is final.
28. The Promoter is Lake Macquarie City Council (ABN 81 065 027 868) of 126-138 Main Road, Speers Point, NSW, 2284. The Promoter's contact person is Amelia Parrott (aparrott@lakemac.nsw.gov.au).