

CENTRAL NSW COUNCILS “DISCOVERY PASSPORT” PROMOTION

TERMS AND CONDITIONS

TRADE PROMOTION LOTTERY PERMIT No. LTPS/19/32258

1. All sections and information in this document form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions on the part of the participant. Central NSW Councils (Centroc) which is a section 355 committee of Forbes Shire Council (ABN:86 023 614 567), PO Box 333 Forbes NSW 2871 (Promoter).
2. Entry is only open to Australian residents. Employees (and their immediate families and friends) of the Promoter, and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.
3. Promotion commences at 9am (AEDST) on 13/3/2019 and closes at **11.59pm (AEST)** on 25/7/2019 (**Promotional Period**).
4. To be eligible to enter, individuals must submit a completed Discovery Passport between 9am (AEDST) on 13/4/2019 and closes at **11.59pm (AEST)** on 21/7/2019 (**Submission Period**).
5. A completed Discovery Passport consists of five different coloured stamps collected from any five of the ten participating Local Government Areas [LGAs]. Only one stamp per LGA can be submitted.
6. One single stamp is awarded when an entrant presents to a Designated Stamp Collection Point and shows proof of participation in three or more of the activities listed for that LGA in the “Top 50 Activities” list. This list is seasonal and is subject to changes/updates throughout the promotional period. Proof of participation must include a “photo selfie” or entry receipt.
7. Entrants are encouraged to upload their photo selfies to social media using the hashtags “DiscoveryPassport” and “UnearthCentralNSW” – this is not a condition of entry.
8. Submitted entries must have the entrant’s name and contact details completed in full as requested on the Discovery Passport.
9. Participating LGAs include: Bathurst Regional Council, Blayney Shire Council, Cabonne Council, Cowra Council, Forbes Shire Council, Lachlan Shire Council, Oberon Council, Orange City Council, Parkes Shire Council, Weddin Shire Council.
10. Designated Stamp Collection Points include:
 - i. Bathurst Visitor Information Centre, 1 Kendall Avenue, Bathurst 2795.
 - ii. Blayney Shire Visitor Information Centre, 104 Adelaide Street, Blayney 2799.
 - iii. Age of Fishes Museum, Cnr Gaskill St & Ferguson St, Canowindra NSW 2804
 - iv. Cowra Visitor Information Centre, Mid Western Highway, Cowra 2794.
 - v. Forbes Visitor Information Centre, Railway Station, Union Street, Forbes 2871.
 - vi. Lachlan Shire/Condobolin Visitor Information Centre, 18 William Street, Condobolin 2877.
 - vii. Lachlan Shire/Lake Cargelligo Visitor Information Centre, 1 Forster Street, Lake Cargelligo 2672.
 - viii. Oberon Visitor Information Centre, 48 Ross Street, Oberon 2787.
 - ix. Orange Visitor Information Centre, 151 Byng Street, Orange 2800.
 - x. Parkes Visitor Information Centre, Newell Highway, Parkes 2870.
 - xi. Weddin Shire/Grenfell Visitor Information Centre, 88 Main Street, Grenfell 2810.

11. Completed Discovery Passports may be submitted at any of the above listed Designated Stamp Collection Points.
12. Entries will be deemed accepted at the time of receipt by the Promoter at a Designated Stamp Collection Point. Entries received will be considered final by the Promoter. Incomplete, inaccurate, erroneous, ineligible or incomprehensible entries will be deemed invalid. The Promoter accepts no responsibility for late, lost or misdirected entries.
13. Entrants may only submit one completed Discovery Passport during this promotional period. Each completed Discovery Passport counts as one entry.
14. Entrants may only collect one stamp from each Designated Stamp Collection Point during this promotional period. When one stamp is received the entrant will receive a token prize from that participating LGA up to the value of \$5 while stocks last.
15. Any risk and/or cost associated with completing the activities, accessing the promotional website or submission of entry is the entrant's responsibility and is dependent on the service provider used.
16. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity and place of residence) 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.
17. Incomplete, indecipherable, or illegible entries will be deemed invalid.
18. The Promoter accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence, whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. The Promoter is not liable for any consequences of user error including without limitation, costs incurred.
19. It is the responsibility of the entrants to ensure that their contact details are correct and to notify the Promoter of any changes to the contact details prior to the date of announcing the winner. The Promoter will not be liable if it cannot contact any winner because of any incorrect contact details provided to it by an entrant.
20. The Promoter has no control over mobile telephone communications, networks or lines and is not liable for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise.
21. One winner will be selected at random and will receive a Rainbow prize which consists of 2 x nights' accommodation for a family of 4 plus a gift hamper containing regional produce and regional family tourist passes and is valued at approximately \$1,160.
22. The prize is non-refundable or redeemable for cash.
23. The Promoter's decision is final and binding and no correspondence will be entered into regarding the decisions. All decisions are made at the sole and absolute discretion of the Promoter.
24. Any ancillary costs associated with redeeming the prize are not included.
25. If for any reason a winner does not take ownership of the prize by the time and date stipulated by the Promoter, the prize will be forfeited.

26. 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, including but not limited to technical difficulties, tampering, infection by computer virus or bug, bad weather or other acts of God, unauthorised intervention or fraud, or any other causes beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of the competition, the Promoter reserves the right, in its sole and absolute discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b), to modify, suspend, terminate or cancel the promotion, as appropriate.
27. The Promoter will not be responsible for any act, omission, failure or delay not reasonably within its control.
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 ASIC Act or similar consumer protection laws in the States and Territories of Australia ("Non-Excludable Guarantees").
29. Except for any liability that cannot by law be excluded, including the Non- Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and 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 this promotion, including but not limited to: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorized access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; (f) the acceptance and use of the prize by the entrant or any other person; (g) if this promotion is cancelled, terminated, modified or suspended; or (h) if an entrant is disqualified.
30. Entrants consent to the Promoter using any of the comments, images, quotes, or testimonials provided online which they completed to enter this promotion, their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media (including but not limited to banners, press advertising whether online or otherwise) for an unlimited period without remuneration for the purpose of marketing, publicity and promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter. The winner agrees that the Promoter will own the copyright in all the content on official online entry forms submitted, in any such images and photographs.
31. The Promoter collects personal information in order to conduct the promotion and may, for this purpose and in accordance with Privacy and Personal Information Protection Act 1998 (NSW), disclose such information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to opt out, access, update or correct information to the Promoter. All entries become the property of the Promoter.