

Christmas in the Dubbo Region – Shop Local Promotion

Shop local for your chance to win 1 of 40 MyDubbo Region Shopping Cards when you spend a minimum of \$20 in a participating store.

TERMS AND CONDITIONS

Promoter: Dubbo Regional Council (ABN 53 539 070 928)

Cnr Church and Darling streets

Dubbo NSW 2830

Christmas in the Dubbo Region – Shop Local Promotion is offered subject to the terms and conditions set out in the below “Terms and Conditions”.

Participation in this Promotion is deemed acceptance of these Terms and Conditions.

Who can enter?

1. Entry is open to Australian residents aged 18 years and over. If you are under 18, you must get approval from your parent/guardian before you enter and if you are under 18 on the date the prize is awarded, the prize may be awarded to your parent/guardian at the Promoter’s discretion. By approving your participation or by accepting any prize on your behalf, your parent/guardian accepts these Terms and Conditions.
2. Councillors, candidates in the December 2021 Dubbo Regional Council election, Executive Leadership Team and Employees of the Economic Development and Marketing Branch and their immediate families (defined as living in the same household) of the Promoter (Dubbo Regional Council) are ineligible to enter.
3. An individual, partnership, company or trust that is engaged in or carrying out business operations are ineligible to enter under their business name, for example, prizes will only be awarded to individuals, not businesses.
4. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including the entrant’s identity, age and place of employment) 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.
5. The decision of Dubbo Regional Council’s Chief Executive Officer as to who is eligible to enter and the selection of prize winner(s) is final and no correspondence will be entered into, including in the event of a dispute.

How to enter

1. To enter, individuals must, during the Promotional Period, make a minimum purchase of \$20.00 in a Participating Store (excluding any tobacco or lottery product).
 - a. Purchase must be made in Participating Stores or via click and collect; phone and online orders received via delivery are deemed eligible to enter.
 - b. One (1) entry ticket is permitted per transaction that meets the minimum purchase of \$20.00 at a Participating Store.
 - c. Purchases made using Dine and Discover NSW vouchers are not eligible to receive an entry ticket unless the customer contribution to the transaction is \$20.00 or greater.
2. A Participating Store is located in the Dubbo Regional Council local government area, and displaying Dubbo Regional Council's Shop Local Christmas 2021 promotional material. A complete list of Participating Stores is also available at www.mydubboregion.com.au
3. Entrants must complete an Entry Ticket and fill in all required fields at time of purchase (including their full name, contact number, email address, postcode, Participating Store where the purchase was made and dollar value of purchase) and place ticket in Entry Boxes located at Participating Stores or at the Dubbo or Wellington Visitor Information Centres. Incomplete, indecipherable, or illegal entries will be deemed invalid.
4. If a medical circumstance in some way restricts your ability to enter the Promotion through the required mechanic, you are still eligible to enter, however, you must briefly state your circumstances upon entry.
5. Any cost associated with entering the Promotion or accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
6. Entrants must retain proof of purchase. Proof of purchase includes a sales invoice or till receipt from the store of purchase or a copy of the transaction listed on the entrants bank statement that corresponds with the date and value nominated on the entry ticket.
7. The Promotional Period commences at 9am (AEDT) Monday 22nd November 2021.
8. The Promotional Period closes at 5pm (AEDT) Sunday 19th December 2021.
9. A Dubbo Regional Council nominated representative will draw the winners randomly at the Dubbo Visitor Information Centre at 1pm (AEDT) Monday 20th December 2021.

The Prize

1. The Total Maximum advertised Prize Pool (including GST) is valued at \$2,025.00.
2. The Prize Pool will be split into 40 prizes as outlined in the table below:

Prize	Total prize value	Number to be won
MyDubbo Region Shopping card	\$250.00	1
MyDubbo Region Shopping card	\$100.00	4
MyDubbo Region Shopping card	\$75.00	6
MyDubbo Region Shopping card	\$50.00	8
MyDubbo Region Shopping card	\$25.00	21

3. Random Draws will continue until the Total Maximum Prize Pool has been exhausted for entries received at each location up to and including 5pm (AEST) 19th December 2021 of the Promotional Period with winning entrants receiving a prize.
4. Prizes will be supplied as myDubbo Region Shopping Cards. The Prize must be taken as stated. The Prize is not exchangeable or transferrable and cannot be redeemed for cash or other goods or services. If a winner is unable to use the Prize as stated it will be forfeited and no compensation will be payable.
5. All Prize items are valued in Australian Dollars and inclusive of GST. The Promoter takes no responsibility for any variations in item values. The components of the Prize may alter for reasons beyond the Promoter's control and the Promoter accepts no responsibility for any variation in Prize value.
6. In the event that a Prize, or part of a Prize, is unavailable, the Promoter reserves the right to substitute the Prize or part of the Prize in its discretion with an alternative Prize or part of the Prize to the same or equal recommended retail value and/or specification.
7. Prize winners are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of their Prize.
8. If expired, lost or stolen; the Prize will not be reinstated, refunded or replaced by the Promoter. All Winners are advised to register their Prize on <https://whyleaveatown.com/register-card>.
 - a. Expiration of Prize: by registering the Prize, Winners will receive a text message or email when the Prize is approaching its expiry date. Any funds remaining on the myDubbo Region Shopping Card upon the Prize expiration date will be forfeited.
 - b. Lost or stolen Prize: registered Prizes that are lost or stolen can be cancelled and re-issued by administrating Company, Why Leave Town Promotions. The Winner is responsible to pay any administration fees or additional costs associated with the replacement of a lost or stolen Prize in the form of a myDubbo Region Shopping Cards.

Notification and claiming the Prize

1. Following the prize draw, the winner will be notified by Dubbo Regional Council in writing via email and by telephone using the contact details provided by the Entrant within 48 hours of the draw. The winner's name will be published on <http://mydubboregion.com.au/> for 28 days from the time and date of notification.
2. The winning entrant has 28 days from the time and date of notification being sent to respond, provide proof of eligibility and proof of purchase and claim the Prize from Dubbo Visitor Information Centre or Wellington Visitor Information Centre. If the Prize is not claimed by the winning Entrant within this time frame, the Prize will be redrawn and any previous winners will forgo all claims to the Prize.
3. If your entry is drawn as the winning entry, validation of your circumstance/the validity of your entry will be undertaken by the Promoter. Method of validation (without

limitation) will be determined by the Promoter in its complete discretion. If the winning entry is deemed to be a winner, the winner will be notified as per the terms and conditions herein and will be required to sign a Christmas in the Dubbo Region – Competition Winner Declaration. In the event that the Promoter requests the entrant to sign any legal documents relating to the verification of their medical circumstance, the legal documents will take the form determined by the Promoter. It is a condition of accepting a Prize that the Winner sign any such legal documentation.

4. The Promoter is neither responsible nor liable for any late, lost or misdirected mail (including but not limited to Prizes).
5. The Promoter is not responsible nor liable for any Prize damaged in transit in the delivery of the Prize.
6. Any Prize winner who does not accept or agree to these Terms and Conditions or forfeits the Prize, the Prize will be considered unclaimed and will cause the Prize to be redrawn.
7. It is a condition of accepting a Prize, the winner agrees to be interviewed, photographed, filmed at a time and date or supply photographs and comments when redeeming the Prize as determined by the Promoter or their agents for a story or feature on this Promotion to be developed and pitched to media or featured on the Promoter's website or social media channels (or any other form of media it deems suitable) without further remuneration or reference to the Winner. The inclusion of any such feature (including but not limited to creative control of the feature) will remain with the Promoter at all times.

Redeeming the Prize

1. Prizes can be redeemed at participating myDubbo Region Shopping Card redemption stores – for a complete list of registered shops visit; <https://dubbo.com.au/shop>.
2. The use of the myDubbo Region Shopping Card is subject to the myDubbo Region Shopping Card EFTPOS Gift Card Conditions of Use listed on <http://dubbo.com.au/shop>. By accepting the prize, a winner agrees to be bound by the myDubbo Region Shopping Card EFTPOS Gift Card Conditions of Use. Any transaction associated with the use of the myDubbo Region Shopping Card will be deducted from the total amount of funds on the card at the time the transaction is made. The card is not reloadable and is valid for three years from the date of loading as per the Terms and Conditions of the administering Company, Why Leave Town Promotions.
3. In acceptance of the Prize, the winner acknowledges that they may incur additional costs associated with redeeming the Prize which are the entire responsibility of the Winner.
4. The Winner must not engage in any illegal or unsafe behaviour whilst redeeming the Prize. To the extent allowable by law, the Promoter and its partners exclude any legal liability or responsibility for the legal or otherwise incidents or activities engaged in by the winner during redemption of the Prize.
5. The Prize is void where prohibited or restricted by law and cannot be redeemed at stores not registered as participating in the myDubbo Region Shopping Card Program.

General Terms and Conditions

1. 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, as well as any other implied warranties under ASIC Act or similar consumer protection laws in the State and Territories of Australia (“Non-Excludable Guarantees”). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) 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 the Promotion.
2. 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 the loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of:
 - 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 late, lost, altered, damaged or misdirected (whether or not after the receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter
 - d. Any variation in Total Prize Value to that stated in the Terms and Conditions
 - e. Any tax liability incurred by the Winner or Entrant, or
 - f. Use of the Prize.
3. 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, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law:
 - a. To disqualify any entrant
 - b. Subject to any written directions from a regulatory authority to modify, suspend, terminate or cancel the Promotion, as appropriate.
4. In the event of unforeseen circumstance, war, terrorism, State of Emergency, Public Health Orders or disaster (including but not limited to natural disaster) the Promoter reserves the right to subject to the reference to all relevant State and Territory rules and regulations, to cancel, terminate, modify or suspend the promotion.
5. The Promoter collects Personal Information (“PI”) in order to conduct the Promotion and may, for this purpose, disclose such PI 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 PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be accessed by visiting <https://dubbo.com.au/privacypolicy.html>. In addition to any use outlined in the Promoter’s Privacy Policy, the Promoter may also, for an indefinite period, unless otherwise advised, use of the PI for promotional, marketing, research and profiling

purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to opt out, access, update or correct PI to the Promoter and direct any complaints regarding the treatment of their PI according to the Privacy Policy. All entries become the property of the Promoter.

6. The Promoter will retain the entry tickets and other records relating to the Promotion for the period it is required to in accordance with the relevant State legislative requirements after the date on which the winners are drawn, after which the entry tickets will be destroyed if the Entrant has indicated on the entry ticket that he or she does not wish to receive any further information from the Promoter.

If you have any questions about the Terms and Conditions, please contact:

Dubbo Regional Council – Economic Development and Marketing

E: council@dubbo.nsw.gov.au

P: 02 6801 4000