

“WIN 2 x 3 DAY TICKETS TO BYRON WRITERS FESTIVAL” 2018 PROMOTION TERMS AND CONDITIONS

1. Information on how to enter and the prize form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian residents aged 18 years or over who are available to attend the 2018 Byron Writers Festival in Byron Bay, NSW.
3. Employees (and their immediate families) 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 1st cousin.
4. Promotion commences on 06/07/2018 and ends at 11:59pm AEST on 19/07/2018 (“**Promotional Period**”).
5. To enter, individuals must, during the Promotional Period, tell us in 25 words or less, ‘Which guest speaker appearing at this years festival would you like to sit next to on a flight and why’ and forms part of the entry criteria. Entry to be submitted on facebook post so it is received by 11:59pm AEST on 19/07/2018.
6. Incomplete or indecipherable entries will be deemed invalid.
7. Only one (1) entry permitted per person.
8. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant’s identity, age 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.
9. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
10. This is a game of skill and chance plays no part in determining winners. Each valid entry will be individually judged and on the basis of the entry criteria. The selected awarded entry that meets the entry criteria will be notified as the winner. If the prize is forfeited or not claimed within the claim period of 2 days from notification, the promoter has the right to award the prize to another valid competition entry.

11. The result of the Draw is final and the Promoter will not enter into correspondence regarding the result.
12. The winner will be notified in writing via Facebook by 5pm AEST on 20/07/18.
13. The prize winner will receive 2 x 3-day 2018 Byron Writers Festival tickets valued at \$299 each.
14. The winner (and their companion) must make their own way to/from the 2018 Byron Writers Festival and any costs associated with travel to/from the event and accommodation are the responsibility of the winner and will not be borne by the Promoter.
15. Any ancillary costs associated with redeeming the tickets are not included. Any unused tickets.
16. If for any reason the winner does not take/redeem the prize (or an element of the prize at the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
17. The Byron Writers Festival tickets are subject to the event venue and ticket terms and conditions, The Promoter and event organisers hereby expressly reserve the right to eject any ticket holder for any inappropriate behaviour whilst participating in any element of the prize. The prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash.
18. Entrants consent to the Promoter using 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 for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
19. 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, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
20. 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 (Cth), as well as any other implied warranties under the ASIC Act (Cth) or similar consumer protection laws in NSW ("**Non-Excludable Guarantees**"). Except for any liability that cannot be

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.

21. 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: (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 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) if the 2018 Splendour in the Grass event is delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter; (f) any tax liability incurred by a winner or entrant; or (g) use of the attendance at the prize event.
22. As a condition of accepting the prize, the winner (and his/her companion) must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
23. 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 viewed at https://www.ballina.nsw.gov.au/cp_themes/default/page.asp?p=DOC-XIQ-67-52-23. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter will not disclose entrant's PI to any entity outside of Australia.
24. The Promoter is Ballina Shire Council (ABN 53 929 887 369) of 210 Southern Cross Drive Ballina, NSW 2478, telephone 02 6681 1858.