

## Terms and Conditions

### Have your say on Water Communications

#### Values and Perception Survey

The Promoter is Tamworth Regional Council (ABN: 52 631 074 450), 437 Peel St, Tamworth NSW 2340.

1. Participation in the Promotion constitutes acceptance of these Terms and Conditions of Entry. Entries not complying with these Terms and Conditions of Entry are ineligible and the Promoter reserves its absolute right to disqualify any entrant from the Promotion if any entries do not comply with these Terms and Conditions of Entry.
2. Subject to these Terms and Conditions of Entry, entry is open to all Australian residents. Entry into the promotion is free.
3. Employees of the Promoter, their related companies, contractors and agencies directly associated with this Promotion are ineligible to enter. Entrants can only enter in their own name.
4. The competition opens on Wednesday 29 July at 9am and closes Wednesday 26 August at 4pm.
5. The winner will be drawn on the Tuesday 8 September at 12pm and announced on Wednesday 9 September and notified via phone and email. The winners name will be posted on the TRC social media channels.
6. There is one individual prize to be won, consisting of:

**Tamworth Regional Council will fund the purchase of one washing machine or dishwasher with a minimum 5 star WELS rating, valued up to \$1,000.**

**The prize or any unused portion of the prize cannot be taken as cash. The prize is not transferable or exchangeable.**

#### Enter by:

**Completing the Have your Say on Water Communications Values and Perception Survey online via the MyTRC Community Portal, at your closest council office (Barraba, Manilla and Nundle) or at your local Post Office (Attunga and Bendemeer)**

7. By completing the entry you are deemed to have accepted the Terms and Conditions of the promotion.
8. Only one entry is allowed per person.
9. All competition entrants will put their completed Have your Say on Water Communication Values and Perception Survey into an entry box or will complete the survey online via the MyTRC Community Portal. The winner will be randomly selected through an automatic number draw from the online portal.
10. Redraw – The winner will be notified via phone and email and will have 5 business days to get in touch and accept their prize after the original draw. If the winner has not made contact within 5 business days and the prize remains unaccepted, there will be a redraw. The redraw will take place at Ray Walsh House, 437 Peel Street Tamworth.
11. The Promoter reserves the right to verify the validity of entries and reserves the right to disqualify any entrant for tampering with the entry process or for submitting an entry that is not in accordance with these Terms and Conditions of Entry.
12. The winner will have six weeks from acceptance to redeem the prize of their choosing.
13. The Prize must be taken as offered and is not exchangeable, transferable or redeemable for cash or for resale.
14. It is the responsibility of the winner to arrange delivery of the prize to their selected location.
15. If this Promotion is not capable of running as planned for any reason beyond the reasonable control of the Promoter (including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion), the Promoter reserves the right to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Promotion, subject to any written directions made under State or Territory legislation.
16. The Prize must be taken as stated and no compensation will be payable if a winner is unable to use a Prize as stated.

17. The Promoter may use any personal information that an entrant has provided to it as part of the Promotion for the purpose of running the Promotion, and also in advertisements, publications, media statements and other promotional material associated with the Promotion. For purposes of public statements and advertisements the Promoter will only publish the winner's first name and surname. The Promoter may disclose the information for those purposes to its related corporate bodies and contractors.

18. By entering the Promotion, the Prize winner agrees to the Promoter's use of their name, likeness, image and photograph(s) for publicity and promotional purposes for an unlimited period of time, without further notification or compensation, and agrees that the promoter will own copyright in any such images and photograph(s) and in all material incorporating the photograph(s).

19. To the extent permitted by law, each entrant and each Prize winner irrevocably waives all rights against the Promoter and its related companies, its employees, servants, agents, independent contractors or representatives (together, the 'Indemnified Persons') and releases and discharges the Indemnified Persons from all claims, liability, costs, expenses, damages or losses (whether direct, indirect or consequential and whether arising under statute, from negligence, personal injury, death, property damage or otherwise) arising from, or in connection with the Promotion or a Prize. These terms do not limit or exclude liability to the extent that liability cannot, by law, be limited or excluded.

20. To the extent permitted by law, neither the Promoter nor any of its related companies or associated agencies accepts any liability to the prize winner(s) or anyone else for any injury, damages, expenses or loss whatsoever (including without limitation loss of profit, revenue or business and indirect, consequential, special or incidental loss or damage), relating to entry into the Promotion or which is sustained in the course of accepting or using a prize.

21. This promotion is in no way sponsored, endorsed or administered by, or associated with Survey Monkey, Facebook, Instagram or Twitter.

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