

Koala Landholder Partnership Registration Competition

Terms & Conditions of entry

1. Information located on the online submission form regarding the purpose of the competition, how to enter and prizes form part of these Terms & Conditions.
2. Participation in this promotion is deemed acceptance of these Terms & Conditions.
3. Entries must comply with the Terms & Conditions to be considered a valid entry.
4. This promotion is governed by the laws of NSW.
5. Entrants acknowledge and agree that this is a competition of chance and that each valid entry submitted will be entered into the promotion and that the winner will be randomly selected by a draw.
6. The Promoter is Port Stephens Council (ABN 16744377876), 116 Adelaide Street, Raymond Terrace NSW 2324 Australia, Phone: 02 4988 0255.
7. The Promotor's decision in all matters is final and no further correspondence will be entered into.

Eligibility

8. Entry is open to persons who meet the following criteria ("Entrant"):
 - a. you are an Australian resident, living in NSW;
 - b. you are over 18 years of age or have approval of a parent or guardian if under 18 years of age;
 - c. you have completed the Entry Form in its entirety and provide your name and contact details;
 - d. you are or have obtained landowner consent for the parcel to which the entry relates;
 - e. you are NOT:
 - i. a current or past employee of Port Stephens Council;
 - ii. a person who has accepted an offer of employment by Port Stephens Council; or

- iii. an immediate family member of any of the persons in the preceding two sub-paragraphs.
- 9. Persons who fall within the scope of 8(d) are not precluded from providing information to Council pertaining to Koala landholder partnership land parcels or locations within the Port Stephens region, at anytime, outside of the scope of this competition. Any information, material or photographs provided however will not be considered within the parameters of this competition and will render any submission invalid for the purposes of this competition.
- 10. Council may request that any Entrant at any time provide reasonable evidence that they meet the eligibility requirements listed above and failure to do so will result in disqualification from this promotion.

Promotion Dates

- 11. The promotion commences on Monday, 9 October 2023, at 8am AEST and concludes on Thursday, 30 November 2023, at 5pm AEST (“Promotion Period”).

How to Enter

- 12. To enter the promotion Entrants must during the Promotion Period:
 - a. complete the Entry Form via the Promotor’s website;
 - b. provide their name and contact details; and
 - c. provide the physical address for the Koala Landholder Partnership land parcel or location, located within the Port Stephens Local Government Area.
- 13. Each submitted Entry Form that complies with the above criteria generates one entry (“entry”) into the promotion. Only one entry is permitted per Koala Landholder Partnership land parcel or location within the Port Stephens Local Government Area.
- 14. The Promotor accepts no responsibility for any entry that is late, lost, incomplete, incorrectly entered or misdirected due to any technical difficulties or equipment malfunction (whether or not under the Promotor’s control), including inaccessibility to the Promoter’s website during the Promotion Period.

Awarding of Prizes

15. There will be one (1) prize drawn at the conclusion of the promotion period.
16. A random electronic generator will be used to draw winning entries. The drawn entry must meet the Eligibility Criteria. In the event that the drawn entrant does not meet the Eligibility Criteria another entry will be drawn.

Prize Details

17. The prize will consist of a 1 night Koala Sanctuary experience in a deluxe glamping tent at Port Stephens Koala Sanctuary. The Koala Sanctuary experience includes:
 - Accommodation for 2 adults in a deluxe glamping tent
 - Welcome hamper including a selection of Australian sourced produce
 - Continental breakfast (ingredients in tent)
 - Unlimited access to the Port Stephens Koala Sanctuary
 - Guided Sanctuary tour by a local guide
18. Prizes will be available for pick up from the Promotor within one (1) week of the draw.
19. The Winner will be contacted using the information provided within clause 12(b). The Winner must respond, accepting the prize and providing the required details for distribution of the prize, within 30 days of being notified pursuant to clause 18.
20. If a prize is not claimed by the Prize Claim Date, the Promotor will award the prize to another Entrant as per clause 16. The relevant time limits may be extended as convenient and in the absolute discretion of the Promoter.
21. A prize is not transferrable or exchangeable and cannot be taken as cash. A prize must be taken as offered and cannot be varied.
22. The Promotor will not replace or substitute a prize or provide compensation where a Winner is unable to claim or use a prize for any reason including cancellation or discontinuance or unavailability of the prize.
23. The Promotor reserves the right to request the Entrant to produce appropriate photo identification or other documentation (to the Promotor's satisfaction, at its sole discretion) in order to confirm the Entrants identity, age, residential address before issuing a prize (including confirming approval of a parent or guardian where an Entrant is under 18 years of age). If the documentation

required by the Promotor within the time frame outlined or where an Entrant's eligibility has not been verified/validated to the Promotor's satisfaction, the entry will be disqualified from this promotion.

24. Any ancillary or incidental costs (including, without limitation, any data or internet costs incurred in receiving, collecting or using a prize) relating to this promotion or a prize, is the responsibility of the Entrant and/or Winner.
25. The Promotor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the promotion and/or, if necessary provide an alternative prize or prizes to the same value of the original prize or prizes. The Promotor will not be liable for any loss or damage to any party arising from any variation, cancellation or otherwise arising directly or indirectly as a result of the promotion.
26. Acceptance and use of a prize is subject to any terms for use issued by the manufacturer or supplier of the prize and, where relevant, the owner or manager of the venue where the prize is to be used.

Privacy

27. Information collected will be used in accordance with the *Privacy and Personal Information Protection Act 1998* and NSW Privacy Code of Practice. By entering, Entrants expressly consent to this use.
28. Any materials distributed through the promotion, marketing or running of the event is covered under the Federal *Copyright Act 1968*. Images cannot be reproduced without the permission of Port Stephens Council.
29. Each Entrant consents to the Promotor publishing or distributing their name in relation to the promotion in their absolute discretion.
30. Notwithstanding clause 29, each entrant consents to Council utilising the submitted information, namely parcel information to contribute, monitor and manage internal systems that facilitate the identification and management of Koalas and their habitat within the Local Government Area. Forseeably, verified entries may be used within internal and external mapping or reports to assist and meet the objectives outlined in page 1 of the submission form.
31. Clause 30 does not preclude Council from using the information to produce de-identified public documents or maps concerning the sightings, habitat and management of Koalas on private lands.