

Plan B – ‘Win a Swag’ Competition

Port Stephens Council, in partnership with Port Stephens Liquor Accord

Terms and Conditions

1. Promoter

The Promoter is Port Stephens Council ('Council') (ABN 16 744 377 876) of 116 Adelaide Street, Raymond Terrace 2324.

2. Entry Terms Apply

By participating in this promotion, entrants agree to these terms. Information on how to enter and prizes form part of these terms. Council's decision in all matters is final and Council reserves the right to not enter into correspondence with entrants.

3. Eligibility

- Entry is open to adults 18 years and over who reside in New South Wales, Australia.
- Council employees and their immediate families are not eligible to enter.
- Employees of the participating venue and their immediate family members are not eligible to enter.

4. How to Enter

- The promotion commences on Tuesday 18 November 2025 at 9:00am AEST and closes on Sunday 14 December 2025 at 11:59pm AEST.
- There are two ways to enter, dependent on the venue. To enter via paper entry, eligible entrants must fill out all sections on the supplied paper entry and place the form in the supplied entry box. To enter via the online form, eligible entrants must fill out all sections on the online form contained within the supplied link and submit the form online.
- The eligible entrant will need to provide:
 - i. (i) their name;
(ii) phone number;
(iii) venue from which they are participating;
(iv) a viable Plan B answer;
 - ii. their primary residence.

5. Valid Entries

To be valid an entrant must comply with these terms and the entry must:

- (i) be from an eligible entrant, and
- (ii) be submitted before the end of the Competition Period, and
- (iii) be complete, correct, and legible, and
- (iv) be the work of and be in the name of the person submitting it, and
- (v) not contain anything that might be considered to be inflammatory, defamatory, or offensive, and
- (vi) not contain anything that might be considered to be damaging to Council's reputation, and
- (vii) not breach any copyright or other intellectual property rights.

6. Number of Entries

An entrant may only enter the Competition once. To clarify, the entrant may only enter one time across all venues.

7. Proof of ID

Council reserves the right, at any time, to verify the validity of entries, as well as the identity and eligibility of entrants. Entrants must provide such evidence as Council may require for verification purposes.

8. Disqualification & Removal

Council may at any time exclude or disqualify an invalid entry or all entries of any entrant who is ineligible or who breaches these terms (including the deletion of any material published in connection with the entry) or who fails to supply evidence satisfactory to Port Stephens Council to verify their identity or eligibility.

9. Competition Period

The Competition starts on Tuesday 18 November 2025 at 9:00am and closes on Sunday 14 December 2025 at 11:59pm. All references to time are local in Port Stephens, Australia.

10. Prizes

There are three prizes to be won in the form of a swag, up to the value of approximately \$200 or less including postage. One swag will be awarded per participating venue to an eligible entry in the draw. Entrants may only win one prize and if successful in winning a prize, their entry will be removed from the prize draw for further winners to be drawn.

11. Participating Venues

There are three participating venues:

- Club Lemon Tree
- Nelson Bay Golf Club
- Tea Gardens Hotel

12. Draw

- The prize draw will take place at 116 Adelaide Street, Raymond Terrace on Thursday, 18 December 2022 at 2:00pm AEST.
- Entrants do not need to be physically present. The first randomly drawn valid entry is the winner.
- Any entries that do not meet the criteria of valid entries noted in clause 4 will be deemed as an invalid entry, and Port Stephens Council will disregard invalid entries.

13. Prize Value

- Prizes have an estimated value of approximately \$200 per swag (including postage, if applicable) and the total value of the prize pool will be up to \$600.
- All prize values are the estimated or recommended retail price in Australian dollars (inclusive of GST) at the time of printing these terms and conditions. Council accepts no responsibility for any variation in value.

14. Notice

- Council will notify winners by telephone within 2 business days of the winners being drawn. Port Stephens Council will not advise entrants of failure to win a prize.
- Council is not responsible for contacting winners by any other method or for winners not receiving notification for any reason. Entrants are responsible to provide and maintain correct contact details.

15. Release and Consents

Council requires any winners of this competition to agree to releasing Council from liability in respect of their use of the prize. Prizes will be deemed to be unclaimed if the legal release is not consented to. For clarity, consent is presumed to have been given upon receipt of an entry to this competition as this term is conditional upon entering.

16. Prize Terms of Use

Acceptance and use of a prize is subject to all terms of 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 or enjoyed.

17. Prize Claim

Winners will be required to provide their NSW address for the swag to be posted to. Council cannot be held liable for the delivery timeframe or collection of posted swags by the recipient winner as this is outside of Council's control.

18. Unclaimed Prizes

- If 30 days after its award any prize remains unclaimed for any reason then Council will conduct a re-draw for the next eligible entrant with a valid entry to be drawn.
- Previous winners of unclaimed prizes are not eligible for the re-draw. This process may be repeated as often as necessary until no prizes remain unclaimed.

19. Unavailability of Prizes

Subject to any directions given by the NSW Office of Liquor, Gaming and Racing, Council 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, inclement weather or illness or where a winner does not receive notification or does not receive the prize through providing an incorrect or outdated address.

20. Prize Substitution & Transfer

Subject to any directions given by the NSW Office of Liquor, Gaming and Racing, Council reserves the right in its absolute discretion for any reason to substitute the prize (or part of the prize) with a prize of similar value or specification. Winners cannot transfer, exchange, or redeem for cash any prize or unused portion. Council may not honour any prize which a winner has transferred to another person.

21. Cancellation or Change

Subject to any directions given by the NSW Office of Liquor, Gaming and Racing, Council may modify, suspend, terminate or cancel the Competition if for any reason (including interference or a breach of these terms) it cannot conduct the Competition as reasonably anticipated or if the fairness of the Competition would be compromised.

22. Liability

Except for any liability that cannot be excluded by law, Council (including its staff and agents) excludes all liability (including negligence) for any personal injury, illness or death or any loss or damage (including loss of opportunity) whether direct, indirect or consequential, arising in any way out of the Competition or any prize, including where arising out of the following:

- (a) any technical difficulties or equipment malfunction (whether or not under Council's control) including inaccessibility of any website;
- (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 receipt by Council) due to any reason beyond the reasonable control of Council;
- (d) the use of a prize or
- (e) the award of a prize to an ineligible entrant.

23. Entrant's Costs

Any cost associated with lodging an entry is the entrant's responsibility. Any costs incurred in receiving, collecting or using a prize is the entrant's responsibility, including travel, accommodation, and tax liability.

24. Privacy Notice

Port Stephens Council is committed to protecting your privacy. We take reasonable steps to comply with relevant legislation and Council policy. The personal information will be saved in Council's records management system and will be dealt with according to the Privacy and Personal Information Protection Act 1998 (NSW), Government Information (Public Access) Act 2009 (NSW) and the Local Government Act 1993 (NSW).

Purpose: Council will collect and use your personal information such as name and phone number for the purpose of entering this Competition and communicating with you about your entry.

Intended recipients: The information will be used by Port Stephens Council Road Safety & Traffic Officer for the management of the Win A Swag Competition.

Supply: Voluntary, not required by law.

Consequence of Non Provision: If you do not provide the information, you will not be considered a viable entry in the competition.

Storage and security: Details surrounding your entry may be saved in Council's records management system in accordance with Council policy and relevant legislation. Your information may also be held by monday.com and Council recommends you read their privacy statement at <https://monday.com/trustcenter/privacy>

Access: You can contact us at council@portstephens.nsw.gov.au to enquire how you can access or change your personal information. If you want to know more about Council's obligations regarding your personal information or what rights you have, contact the Information and Privacy Commission or visit their website ipc.nsw.gov.au.

25. Publicity

Entrants agree that if they win any prize, they will co-operate with providing the story of their win, including being interviewed, photographed and filmed. Entrants consent to Council using the entrant's entry, name, likeness, and image in any media for an unlimited period without remuneration in connection with the Competition or the purposes of the Competition. Winning entrants agree that they will not provide their story to any media organisation without Council's prior written consent.

26. Ownership of Entries

Entries become the property of Council and will not be returned to the entrant. The entrant transfers all intellectual property rights in the entry to Council (including copyright). Entrants consent to any use of their entry which may otherwise infringe their moral rights pursuant to the Copyright Act 1968.

In accepting and receipting entries received for this competition, Council carries and is obliged to adhere to all requirements imposed upon it under the State Records Act 1998 and as such, qualifying records will be retained in accordance with retention policies specified within the State Records Act.

27. Warranty by Entrants

Entrants warrant that if an entry features or nominates any other person, the entrant has obtained all necessary consents from such person. Entrants indemnify Council from all liability arising from a breach of these warranties.

28. Interference & Unfair Advantage

Entrants must not attempt to interfere with or undermine the operation of the Competition or interfere with the normal functioning of any website the Competition uses or attempt to obtain any unfair advantage or undermine the operation of the Competition including using any macro, program, series of commands, system or electronic or mechanical device that enables entries to be lodged automatically or repetitively.

29. Legal

These terms will be construed according to the laws of New South Wales and entrants submit to the exclusive jurisdiction of the courts of that State. "Including" is not a word of limitation. Failure by Council to enforce any of its rights at any stage does not constitute a waiver of those rights.