



TERMS AND CONDITIONS

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is open to all Australian residents aged 18 years and over. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter.
3. The promotion opens at 4 July 2016 and closes at 30 July 2016 ("Promotional Period"). The judging will take place at Western Plains Regional Council, Corner Darling and Church Streets Dubbo NSW 2830 and the winner will be determined at 9am Wednesday 3 August 2016. The winner will be notified in writing and by telephone within seven (7) days of the draw. The winner's name will be published on www.dubbo.com.au for 28 days from this date.
4. To enter, individuals must go to www.dubbo.com.au and follow the prompts to the competition page during the promotional period and complete the competition entry form including their full name, postcode, current email address and why they should win in 25 words or less and submit the entry as instructed.
5. One (1) entry permitted per person.
6. 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.
7. Incomplete, indecipherable, or illegible entries will be deemed invalid.
8. A representative from Western Plains Regional Council, Newcastle City Council and Fly Pelican will judge the entries based on the 25-words or less and will determine the winner based on the most unique and creative entry. The most unique and creative entry will be deemed the major prize and will win a two day planned holiday in Dubbo for two (2) adults and two (2) children under the age of 15 years old. Prize includes:
 - Return flights for two (2) adults and (2) children from Newcastle to Dubbo on Fly Pelican at up to \$1,112
 - Two (2) x night's accommodation at Zoofari Lodge for two (2) adults and two (2) children with all inclusions (detailed below) valued at up to \$2,312. Inclusions:
 - Two (2) day admission to Taronga Western Plains Zoo
 - Exclusive behind the scenes tours with a Zoofari guide



- African style canapes, banquet dinners and desserts
- Buffet breakfasts
- Standard bicycle hire for two days
- 10% discount at the Zoo's souvenir shop
- 10% discount voucher for Bakhita's Café
- 10% discount on additional Animal Encounters
- Two (2) adults and (2) children pass to the Old Dubbo Gaol valued at up to \$40

The Total prize pool is valued at up to \$3,464 (including GST) any ancillary costs associated with redeeming the prize are not included. These are the responsibility of the winner.

9. It is a condition of accepting the major 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 to be used 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 their social media pages (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.

10. The Prize must be redeemed in full and as a package by 28 February 2017. Redemption of prize is subject to booking and availability at time of booking. Prize is a single event holiday and cannot be separated into different holiday vacations.

11. In the event the winner has a child over the age of 15 years old or has additional family members – the cost will be the responsibility of the winner.

12. Prize is subject to the standard terms and conditions of individual prize and service providers.

13. The winner and their companions must not engage in any illegal or unsafe behaviour whilst participating in the prize. To the extent allowable by law, the Promoter and its partners exclude any legal liability or responsibility for legal or otherwise incidents or activities engaged in by the winner during participation in the prize.

14. The winner (and their companions) are responsible for all other expenses including spending money, meals (unless specified), drinks, transfers (unless specified), laundry charges, activities (unless specified), incidentals, energy surcharges, gratuities, services charges, travel insurance and all other ancillary costs. Travel insurance is highly recommended to protect against the additional costs incurred in the event of unforeseen circumstances.

15. Unless expressly stated in these terms and conditions all other expenses (including travel to and from the Airport) become the responsibility of the winner.

16. Prize also excludes medical expenses, items of a personal nature, beverages, optional tours not outlined, laundry, telephone calls, additional nights, room upgrades or other ancillary costs associated with redeeming the prize other than those specified. These costs and expenses are the responsibility of the winner. Any extension to the duration of the prize is at the winner's sole expense and subject to availability at the time of booking. For the removal of doubt, taxes for domestic travel are included in the prize winning domestic airfares provided by the Promoter.

17. All prize items are valued inclusive of GST and 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. The Prize is not, nor any component thereof, transferable, exchangeable or redeemable for



cash. No components of the Prize can be exchanged for other travel or accommodation at other destinations. In the event that any prize item is unavailable, the Promoter reserves the right to substitute a prize item of equal or greater value. Any taxes (other than GST, if any) which may be payable as a consequence of a winner receiving the prize are the sole responsibility of the Winner.

18. It is a condition of accepting the prize that the winner (and any traveling companions) must comply with all the conditions of use of the prize and prize supplier's requirements

19. Standard conditions for tickets and accommodation apply. The Promoter's decision is final and no correspondence will be entered into. It is the winner's responsibility to ensure that they have all relevant documentation included but not limited to identification in order to travel. All elements of the prize must be taken together within the one trip. The winner will not be compensated for unused portions of the prize.

20. All prizes must be taken as offered. The prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be redeemed as cash. The prize is not valid in conjunction with any other offer. The prize is valued in Australian dollars. The Promoter accepts no responsibility for any variation in the prize value. 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.

21. In acceptance of the prize, the Winner acknowledges that they may incur ongoing costs associated with the prize which are the entire responsibility of the winner.

22. In the event that for any reason whatsoever the Winner does not take the prize at the time stipulated by the Promoter, then the prize will be forfeited by the Winner and cash will not be awarded in lieu of the prize.

23. 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 and equal recommended retail value and/or specification.

24. The promoter is neither responsible nor liable for any late lost or misdirected mail (including but not limited to prizes).

25. The Promoter is not responsible nor liable for any prize damaged in transit in the delivery of their prize

26. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.

27. In the event of unforeseen circumstances, war, terrorism, state of emergency or disaster (including but not limited to natural disaster) the Promoter reserves the right to subject to reference to all relevant state and territory rules and regulations, to cancel, terminate, modify or suspend the promotion.

28. If a medical circumstance in some way restricts your ability to enter the competition through the required mechanic, you are still eligible to enter however you must briefly state your circumstances upon entry.

29. If your entry is selected as the winning entry, validation of your circumstances/ 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. 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 the prize the winner sign any such legal documentation.

30. 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 the 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.

31. 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) any tax liability incurred by a winner or entrant; or (f) use of the prize.

32. 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; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.

33. 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 <http://dubbo.com.au/privacypolicy.html>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may also, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, 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 treatment of their PI according to the Privacy Policy. All entries become the property of the Promoter.

34. The Promoter is Western Plains Regional Council, ABN 53 539 070 928 at PO Box 81 Dubbo NSW 2830.

