

## 'Christmas Window Display' Competition Terms and Conditions

**Promoter:** Mid-Coast Council  
2 Biripi Way  
Taree NSW 2430

1. Information on how to enter and prizes form part of these Terms and Conditions.
2. Participation in the 'Christmas Window Display' Competition ('**Competition**') is deemed acceptance of these Terms and Conditions.
3. In these Terms and Conditions:
  - a) a 'Second Prize' means one (1) 25 minute Scenic Flight from Manning River Aero Club taking off from Taree Airport valued at \$310.00 (including GST) and (1) Bent on Food gift voucher valued at \$100.00 to be redeemed at Bent on Food 95 Isabella St, Wingham NSW 2429;
  - b) a 'Third Prize' means one (1) hamper of local goods and produce in collaboration with Dundaloo Support Services, Valley Industries Taree and Willing and Able Foundation valued at \$95.00 (including GST) and one (1) #shopmidcoast gift card valued at \$200.00 to be redeemed at any Participating Store;
  - c) a 'Grand Prize' means one (1) SOULitude Farmstay Accommodation Package valued at \$580.00 (including GST) to be redeemed at SOULitude Farmstay 4 Brother View Lane, Hannam Vale NSW 2443, and one (1) Co-Shea Therapy gift voucher valued at \$160.00 (including GST) to be redeemed at Co-Shea Therapy 90 Tallowood Lane, Hannam Vale NSW 2443;
  - d) a 'Prize' means either a Second Prize, Third Prize or the Grand Prize;
  - e) 'Eligibility Criteria' means an Entrant who fulfills the criteria in clause 6(a);
  - f) 'Entrant' means a store owner within the Mid-Coast Local Government Area who is an Australian Resident who has submitted one (1) entry into the Competition in accordance with these Terms and Conditions and is therefore participating in the Competition;
  - g) 'GST' means goods and services tax payable pursuant to the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
  - h) 'Judges' means three (3) employees of the Promoter;
  - i) 'Participating Store' means a store in the Mid-Coast Council Local Government Area which appears on the Participating Stores List;
  - j) 'Participating Stores List' means the #shopmidcoast list of participating stores published on the Why Leave Town Promotions website at <https://www.whyleaveatown.com/midcoast>, as amended from time to time
  - k) 'Promotor' means Mid-Coast Council (ABN 44 961 208 161).
4. Entry into the Competition is free and open to all store owners, or their representative, over the age of 18 with a store-front window/s within the Mid-Coast Local Government Area.
5. Entrants must be 18 years or older.
6. The Competition is based on skill and not chance whereby Judges' unanimous choice will be awarding a Prize awarded to an Entrant who has fulfilled the following Eligibility Criteria:
  - a) the Entrant creating a store-front window display and the display being:
    - ii. Original (not copied);
    - iii. Creative (shows imagination and creativity); and
    - iv. Content which is not offensive, defamatory or discriminatory at the Promotor's sole discretion.
7. The Competition opens Friday 1st November 2024 at 7:00AM (AEDT) and ends Wednesday 18th December 2024 at 4:30PM (AEDT) ('**Promotional Period**').
8. A total of, one (1) Second Prize, one (1) Third Prize and one (1) Grand Prize will be awarded to winning Entrants following the end of the Promotional Period, as specified in clause 12 of these Terms and Conditions. The maximum total prize pool of the Competition is \$1,445.00AUD (including GST).
9. Entries into the Competition must be received within the Promotional Period and no later than 04:29:59 PM (AEDT) on Wednesday 18th December 2024.
10. To enter the Competition and qualify as an Entrant, a person must, during the Promotional Period:
  - a) create a Christmas themed store-front window display;
  - b) email [business@midcoast.nsw.gov.au](mailto:business@midcoast.nsw.gov.au) with up to four (4) .jpeg images of the store-front window display with 'CHRISTMAS WINDOW DISPLAY COMPETITION' in the subject line;
  - c) include in the email your full name, contact details and the name and address of the store;
  - d) meet the Eligibility Criteria; and
  - e) ensure that all images submitted have been taken with the authority of the store owner and do not infringe on the copyright of any third party or any relevant laws.
11. Each entry that complies with the Eligibility Criteria specified in clause 6 of these Terms and Conditions generates one (1) entry into the Competition. Only one (1) entry is allowed per store within the Promotional Period. A winning Entrant cannot win more than one (1) Prize during the Promotional Period, and each entry submitted by an Entrant will go into the draw to win the Grand Prize.
12. Following the closure of the Promotional Period, a Prize will be awarded to an eligible winning Entrant unanimously selected by the Judges, at their sole discretion. A winning Entrant of a Prize will be contacted by the Promoter and notified of their win on Friday 20th December 2024. Each winning Entrant will be notified of their Prize via email and phone.
13. Judging will take place by the Promotor on Thursday 19th December 2024 with the judging criteria being a store-front window being decorated in line with the Eligibility Criteria and its overall visual impression, street impact, creativity and innovation.
14. A winning Entrant must notify the Promotor of the acceptance of their Prize by no later than 5:00pm (AEDT) on Monday 31st January 2025 ('**Prize Acceptance Expiry Date**'). Should a winning Entrant fail to accept and acknowledge their Prize by the Prize Acceptance Expiry Date, the Promoter may, in its sole discretion, deem the Prize forfeited and the winning Entrant will have no entitlement to claim any Prize (nor any other compensation in lieu of any Prize).
15. By accepting a Prize, a winning Entrant agrees to either:
  - a) be interviewed, photographed and/or filmed at a time and date nominated by the Promoter; or
  - b) supply photographs and comments, as required by the Promoter,
 to be used by the Promoter or their agents for a story or feature on the Competition to be developed and pitched to the media or featured on the Promoter's website or their social media pages (or any other form of media the

- Promoter deems suitable) without any further remuneration or reference to the winning Entrant. The rights to such story or feature (including but not limited to creative control of the story or feature) will remain with the Promoter at all times.
16. An Entrant is responsible for ensuring that any images submitted have been taken with the authority
  17. An Entrant must not tamper with any entry or interfere with the conduct of the Competition.
  18. Employees of the Promoter (and their immediate families) are ineligible to enter the Competition.
  19. The Promoter reserves the right, at any time (including following the judging to select the winning Entrants), to:
    - a) verify the validity of entries (including requesting proof of an Entrant's age and/or place of employment); and
    - b) disqualify any Entrant who fails to comply with any provision of these Terms and Conditions or who tampers or interferes with the entry process.
  20. Errors and omissions in any entry will be accepted in the Promoter's sole discretion. Failure by the Promoter to enforce any of its rights under these Terms and Conditions at any time does not constitute a waiver of those rights.
  21. A winning Entrant must not engage in any illegal or unsafe behaviour whilst participating in the Competition or in connection with their acceptance of a Prize. To the maximum extent permitted by law, the Promoter excludes any legal liability or responsibility for legal or otherwise incidents or activities engaged in by a winning Entrant during and after the Entrant's participation in the Competition and their receipt of a Prize.
  22. A Prize must be taken as offered, is not reloadable and may be subject to separate terms and conditions. A Prize, or any unused portion of a Prize, is not transferable or exchangeable and cannot be redeemed as cash. A Prize is not valid in conjunction with any other offer. A Prize is valued in Australian dollars. The Promoter accepts no responsibility for any variation in the value or the expiration of a Prize. Winning Entrants are advised that tax implications may arise from their Prize and they should seek independent financial advice prior to accepting a Prize.
  23. By accepting a Prize a winning Entrant acknowledges that they may incur additional costs associated with redeeming the Prize, which will be their entire responsibility.
  24. Each Prize is valued inclusive of GST and the Promoter takes no responsibility for any variations in Prize values. The components of the Prize may alter for reasons beyond the Promoter's control.
  25. In the event that a Prize, or any part of a Prize, is or becomes unavailable, for whatever reason, the Promoter reserves the right to substitute the Prize or the relevant part of the Prize in its sole discretion with an alternative Prize or part of the Prize to the same and equal recommended retail value and/or specification. Without limiting the foregoing, Entrants who receive a Prize in accordance with these Terms and Conditions agree that if a Participating Store is removed from the Participating Stores List, for whatever reason, at any time during or after the Promotional Period, the Prize must be used at any other Participating Store then listed on the Participating Stores List.
  26. The Promoter is neither responsible nor liable for any late, lost or misdirected mail (including but not limited to a Prize) or any Prize damaged in transit during its delivery.
  27. Any cost associated with entering the Competition or accessing any website referred to in these Terms and Conditions is the Entrant's responsibility.
  28. 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 2010* (Cth), nor any other implied warranties under consumer protection laws in the State of New South Wales, Australia.
  29. To the maximum extent permitted by law, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes any and all liability (howsoever arising) to any person, including for any personal injury, loss or damage of any kind (including loss of opportunity), whether direct, indirect, special or consequential, arising out of or in connection with the Competition, including:
    - 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 indecipherable, late, lost, altered, damaged or misdirected;
    - d) any variation in Prize value to that stated in these Terms and Conditions;
    - e) any tax liability incurred by any winning Entrant;
    - f) any act or omission of any Entrant; and/or
    - g) the use of any Prize,
 and each Entrant unconditionally and irrevocably releases the Promoter from any such liability, including if a Prize is not honoured or not honoured by a Participating Store.
  30. Subject to law, if the Competition is interfered with in any way, or in the event of any unforeseen circumstance (including any circumstance beyond the reasonable control of the Promoter), war, terrorism, state of emergency, pandemic or disaster (including but not limited to natural disaster), the Promoter reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Competition.
  31. The Promoter is bound by the *Privacy and Personal Information Protection Act 1998* (NSW). The Promoter collects personal information ('PI') in order to conduct the Competition and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, Participating Stores and, as required, to Australian law enforcement or regulatory authorities. Entry into the Competition is conditional on an Entrant providing this PI (and, where applicable, a parent/guardian consenting to the provision by the Entrant of this PI). The Promoter will also use and handle PI as set out in its privacy management plan, which can be accessed at: <https://www.midcoast.nsw.gov.au/Council/Privacy>. In addition to any use that may be outlined in the privacy management plan of the Promoter, 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 Entrants. Entrants should direct any request to opt-out, access, update or correct their PI to the Promoter and/or make complaints regarding the treatment of their PI in accordance with Promoter's privacy management plan.
  32. If a Prize is forfeited by a winning Entrant pursuant to these Terms and Conditions, the Promoter may, in its sole discretion, elect to review the Entrants on a date of its choosing and award the Prize to another winning Entrant.
  33. If a dispute arises in relation to these Terms and Conditions, the relevant parties to the dispute must act in good faith to negotiate a resolution to the dispute before commencing any legal proceedings.

34. The Competition is void where prohibited or restricted by any applicable law.
35. The Competition, including these Terms and Conditions, is governed by the laws of the State of New South Wales, Australia. Any legal proceedings arising out of or in connection with the Competition and/or these Terms and Conditions must be brought in a court of competent jurisdiction in the State of New South Wales, reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Competition.

< END TERMS AND CONDITIONS >