

## **Fast & Loud Gift Card Promotion**

### **Terms and Conditions**

1. Lake Macquarie City Council (**'the Promoter'**) is conducting the Fast & Loud Gift Card Promotion (**'the Promotion'**).
2. Information on how to enter and prizes form part of these Terms and Conditions. Participation in the Promotion is deemed acceptance of these Terms and Conditions and any entry non-compliant with these Terms and Conditions is rendered invalid.
3. Entry is open to New South Wales residents over the age of 18. Employees of the Promoter and their immediate families are ineligible to enter.
4. The Promotion commences at 6.00am Australian Eastern Standard Time ("AEST") on 1 April 2022 and closes at 11.59pm AEST on 22 May 2022 (**"Promotion Period"**).
5. To enter, entrants must:
  1. Purchase a ticket (adult, concession or family pass) to any Fast & Loud Festival event held across Lake Macquarie from 13-22 May via:  
<https://www.lakemac.com.au/Events-directory/Council-events/Fast-Loud-Festival>
6. Only one entry is permitted per person with a valid email address.
7. This is a game of chance and skill plays no part in determining the winners.
8. Upon completion of all of the requirements above and subject to compliance with all Terms and Conditions, the entry is deemed complete and the entrant will automatically be entered in the draw using the details provided to have a chance of winning a prize.
9. Each entry becomes the property of the Promoter on submission. All details will be held in accordance with the relevant privacy legislation, and Lake Macquarie City Council's Privacy Policy, which can be accessed by visiting [www.lakemac.com.au](http://www.lakemac.com.au) or calling (02) 4921 0333.
10. The Promoter reserves the right to verify the validity of all entries and reserves the right to disqualify any individual entrant or group of entrants if, in its reasonable opinion, the entrant(s) have tampered with the entry or verification process, including but not limited to the utilisation of techniques to make multiple entries or the submission of an entry that is not otherwise in accordance with these Terms and Conditions.
11. In the event that the Promoter reasonably believes that an entrant has tampered with the entry or verification process, in addition to declaring any or all entries made by that entrant invalid, the Promoter may in its complete discretion preclude that entrant from participation in any or all future promotions of the Promoter.

12. If for any reason this Promotion is not capable of running as planned, whether caused by infection by computer virus, mobile phone failure, line drop out, bugs, tampering, unauthorised intervention, fraud, technical failures or any other cause beyond the control of the Promoter which corrupt or affect the administration, security, fairness or integrity of the Promotion, the Promoter reserves the right in its sole discretion, to cancel, terminate, modify or suspend the Promotion. The Promoter may in its sole discretion disqualify any entrant who tampers with the entry process in this way.
13. The Promoter is not responsible for receipt of incorrect, inaccurate or incomplete information caused by an entrant or occurring during transmission. The Promoter is not responsible for any problems or technical malfunction of any telephone, telephone or computer network, or lines, servers, or telephone or internet providers, traffic congestion on any phone or computer network, or any combination thereof, including any injury or damage to entrants or any other person's handset or computer related to or resulting from participation or sending or receiving of any communication or of any materials in this Promotion.
14. The major prize is a \$500 Visa gift card valued at \$500 recommended retail price ("RRP").
15. The minor prize is a \$100 Bunnings gift card valued at \$100 RRP. There is a total of twelve (12) minor prizes to be won with a total value of \$1,200.
16. Total prize pool for the Promotion is valued at \$1,700 RRP.
17. A random electronic draw will be conducted to determine the winners at 126-138 Main Road Speers Point NSW 2284 on 25 May 2022 at 11.00am AEST.
18. The winners will be notified by telephone or email by 1 June 2022.
19. The prize is not transferable and cannot be taken as or redeemed for cash.
20. The prize value is correct at time of publication but no responsibility is accepted for any variation in the value of any prize.
21. In the event that any prize item is unavailable despite the Promoter's reasonable endeavours to procure such item, the Promoter reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any directions from the relevant regulatory authority or to any legal compliance requirements.
22. The Promoter retains the absolute discretion to require a winner to provide proof of age, residential address and identity in a form determined by the Promoter before awarding the prize.
23. Each entrant and the winner agree that all right, title, interest and risk in the prize vests in the winner upon its collection. Upon collection, the Promoter is not responsible if a prize is lost, stolen, destroyed, or used without the winner's permission. The winner also agrees that the Promoter is not responsible for the provision of or availability of accessories or other items required to use the goods or services the subject of the prize.

24. Each prize winner should look to the retail supplier or manufacturer of that prize product or service for all warranties and other support. However, these Terms and Conditions do not exclude or limit the application of any statutory provision (including a provision of the *Competition and Consumer Act 2010* (Cth)) where to do so would contravene that legislation or cause any part of these Terms and Conditions to be void.
25. If the initial winner does not claim their prize within one month of being notified to claim their prize, the Promoter may conduct an unclaimed prize draw at 126-138 Main Road, Speers Point, NSW, 2284 on 2 July 2022 to distribute an unclaimed prize by that date. The first valid entry drawn will win the unclaimed prize and so on until all unclaimed prizes have been awarded. The winner will be notified by telephone or email within two business days of the draw.
26. Entrants and prize winners consent to their name and suburb being published by the Promoter or the media. If requested, entrants and prize winners must also consent to a short interview with Council and the media where their interview responses may be used in media or promotional material at the Promoter's absolute discretion.
27. The Promoter is not liable for any loss or damage whatsoever which is or may be suffered, including but not limited to indirect or consequential loss, or for personal injury suffered or sustained during the course of accepting or using the prize, except for any liability which cannot be excluded by law.
28. The Promoter's decision in relation to the interpretation and enforcement of the Terms and Conditions and the awarding of the prize is final.
29. The Promoter is Lake Macquarie City Council (ABN 81 065 027 868) of 126-138 Main Road, Speers Point, NSW, 2284. The Promoter's contact person is Amy Harris [aharris@lakemac.nsw.gov.au](mailto:aharris@lakemac.nsw.gov.au)