

**“2019 BLUESFEST – BALLINA BYRON GATEWAY AIRPORT PROMOTION”**  
**NSW Trade Promotion Permit - LTPS/19/32037**

**TERMS AND CONDITIONS**

1. Information on how to enter and the prize form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open NSW & VIC residents aged 18 years or over.
3. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1<sup>st</sup> cousin.
4. Promotion commences on 22/02/2019 and final entries close at 11:59pm AEDT on 03/03/2019 (“Promotional Period”).
5. To enter, individuals must undertake the following steps during the Promotional Period:
  - Visit [www.bluesfestprizejam.com.au](http://www.bluesfestprizejam.com.au)
  - Follow the prompts to the competition entry page and input the requested details including their full name, date of birth and postcode; and then submit the fully completed online entry form.
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 reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may 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. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
7. Incomplete or indecipherable entries will be deemed invalid.
8. Only one (1) entry is permitted per person.
9. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.

10. The draw will take place at Town Creative, Level 1, 45 Nerang Street, Southport QLD 4125 on 04/03/2019 at 12:00pm (noon) QLD local time. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. The winner will be notified by email within two (2) business days of the draw. The winner's name will be announced online at [www.bluesfestprizejam.com.au](http://www.bluesfestprizejam.com.au) from 04/03/2019.
11. The Promoter's decision is final and no correspondence will be entered into.
12. The first valid entry drawn will win a prize package for two (2) adults for 2019 Bluesfest (between 18/04/2019 and 22/04/2019) valued at \$6220.00. Prize includes:
  - \$2000 worth of flight vouchers from 1 of Ballina Byron Gateway's Airline partners - Virgin Australia, Jetstar, FlyPelican or Rex, winner to nominate 1 airline from options listed. The voucher/s may not be redeemed for cash and any unused balance of the vouchers will not be awarded as cash. Redemption of the tickets is subject to any terms and conditions of the airline issuer. Flight bookings and changes to travel arrangements are the responsibility of the prize winner.
  - 5 nights shared accommodation between 18/04/2019 and 22/04/2019 for 2 people in a Canvas Bell Tent with Flash Camp – on site camping at Bluesfest. Includes access to communal lounge and premium toilet & shower facilities.
  - Two (2) x 5 day 2019 Bluesfest tickets.
  - Return Ballina Byron Gateway Airport to Flash Camp location transfers

Spending money, meals, insurance, transport to and from departure point, additional transfers, items of a personal nature and all other ancillary costs are not included. Prize must be taken to coincide with the 2019 Bluesfest event. The Promoter will not be responsible for the winner should they miss their flights and/or their scheduled return transfers. Prize is subject to the standard terms and conditions of individual prize and service providers. The winner may be required to present their credit card at time or prior of accommodation check in.
13. In the event of war, terrorism, state of emergency or disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion or suspend or modify a prize, subject to any written directions from a relevant regulatory authority.
14. Subject to the unclaimed prize draw clause, if for any reason the winner does not take / redeem the prize (or an element of the prize) at / by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.

15. If the prize (or part of the prize) is unavailable, the Promoter, in its discretion, 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 written directions from a regulatory authority.
16. The 2019 Bluesfest ticket prize is subject to the event venue and ticket terms and conditions, including any applicable age restriction. The Promoter and event organisers hereby expressly reserve the right to eject **the** winner (and/or his/her companion) for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the prize.
17. Total prize pool value is \$6220.00. The prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash.
18. The winner (if one is required) will be notified in writing by email within two (2) business days of the draw. The winner's name will be announced online at [www.bluesfestprizejam.com.au](http://www.bluesfestprizejam.com.au) from 04/03/2019. A draw for the prize, if unclaimed, may take place on 07/04/2019 at the same time and place as the original draw, subject to any directions from a regulatory authority
19. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
20. 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, including but not limited to technical difficulties, unauthorised intervention or fraud, 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.
21. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
22. 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 (Cth), as well as any other implied warranties under the ASIC Act (Cth) or similar consumer protection laws in NSW ("**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.
23. 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) if the 2019 Bluesfest event is delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter; (f) any tax liability incurred by a winner or entrant; or (g) use of the attendance at the prize event.
24. As a condition of accepting the prize, the winner (and his/her companion) must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
25. 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 viewed at [https://www.ballina.nsw.gov.au/cp\\_themes/default/page.asp?p=DO C-XIQ-67-52-23](https://www.ballina.nsw.gov.au/cp_themes/default/page.asp?p=DO C-XIQ-67-52-23). The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter will not disclose entrant’s PI to any entity outside of Australia.
26. The Promoter is Ballina Shire Council (ABN 53 929 887 369) of 210 Southern Cross Drive Ballina, NSW 2478, telephone (02) 66810555