

## **Terms and Conditions of Entry**

### **A. General**

1. Information on how to enter and prizes form part of the Terms and Conditions of Entry. Entry into this competition is deemed acceptance of these Terms and Conditions.
2. To the extent of any inconsistency between these Terms and Conditions and any other reference to this competition, these Terms and Conditions prevail.

### **B. Who can enter**

1. Subject to the clauses below, entry is open to all financial members of the New South Wales Local Government, Clerical, Energy, Airlines & Utilities Union who are entitled to attend the Metropolitan Picnic Day in 2024 who have fulfilled the requirements set out below ('Eligible Entrants').
2. Employees, and their immediate families, of the Promoter, associated agencies and companies, contractors or individuals are not eligible to enter this competition. Immediate family means any of the following: spouse, ex-spouse, defacto 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 first cousin.
3. Any entrant who is under the age of 18, as of the date of entry, must obtain the prior permission of their legal parent or guardian over the age of 18 to enter. The parent or guardian may be called to verify their consent and may be required to sign a release at the discretion of the Promoter. The release may also require the entrant's parent or guardian to accept responsibility for the acts and forbearances of the entrant. The release must be completed with the full name, address and telephone number of the entrant's parent or guardian. Failure to provide such proof, particulars or releases will immediately invalidate the entrant's entitlement to any prize, subject to State and Territory legislation.
4. The Promoter is the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union (trading as the United Services Union). The Promoter's address is 7/321 Pitt Street Sydney NSW 2000.

### **C.How to enter**

1. To enter Eligible Entrants must, during the Promotional Period (defined below):
  - i. Complete the Metropolitan Picnic Day Location Survey ('the Survey'), entrants may only enter in their own name, and may only complete the Survey once. Duplicate, incomprehensible, illegible, and incomplete entries may be deemed invalid.
  - ii. Continue to be a financial member of the Promoter until the 8 March 2024
2. Despite what is said in C1(i), the Promoter may, at its sole discretion, allow an entrant to have more than one entry into the draw where the entrant is otherwise an Eligible Entrant and has promoted the Survey on their personal Facebook and/or Instagram accounts

### **D.Open, Close, Draw and Publish dates**

1. There will be one Promotional Period, as set out below:
  - i. The Survey will open on 4 August 2023
  - ii. The Survey will close on 1 November 2023
2. All times noted in these Terms and Conditions are local times, based on the location of the Promoter. If any draw date falls on a public holiday, as defined in the state of the Promoter, that draw will be conducted on the next business day. Entries for each draw must be received by the Promoter prior to the corresponding Promotion Period close date and time.
3. The winner will be the first valid entry drawn at 7/321 Pitt Street Sydney NSW 2000 on 8 March 2024 **at 11:00AM.**
4. Provisional winners will be notified by telephone within two business days of the draw. Their names will also be published on 8 March 2024 on the website, facebook page, and instagram page of the Promoter, and may also appear in other communications (electronic or otherwise) from the Promoter. The winner must respond and confirm their acceptance of the prize within 14 days of being notified, and must provide postal and email addresses on request.

5. In the event that a provisional winner does not claim their prize within 14 days of being notified, the Promoter may redraw the prize on 22 March 2024 (at 11:00 at 7/321 Pitt Street Sydney NSW 2000) in accordance with these terms and conditions in order to distribute any prize unclaimed by this date, subject to State and Territory legislation. Winners of any further draws will be notified by telephone within two business days of the draw. Their name will also be published on 22 March 2024 on the website, facebook page, and instagram page of the Promoter, and may also appear in other communications (electronic or otherwise) from the Promoter.

#### **E.Prize on offer**

1. The prize is valued at up to approximately \$7,000 (Including GST), as at 14 March 2024.
2. The prize on offer is:

<b>Number of winners</b>	<b>Prize description</b>	<b>Value of each</b>
1	A holiday package to Cairns for two adults and two kids valued at approximately.  Precise details including flights, accommodation, and other incidentals (including date of use/expiry) to be determined closer to the date of the prize draw.	\$7,000

#### **F.Further Terms and Conditions**

1. Prizes must be taken to coincide with the prize event. Winners must comply with all conditions of prizes including conditions of the venue where the event is held. This promotion is in no way sponsored or endorsed by any prize supplier or event.
2. Any entrant found to have used a third party (including online competition entry site) to enter on their behalf will have all entries invalidated and any claim they have to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any prize awarded. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request. The Promoter reserves the right to disqualify any entrant who provides false information or who seeks to gain an unfair advantage or to manipulate this competition.

3. Any entrant found to be entering incorrect contact details, including incorrect telephone contact details, will have all entries invalidated and any claim to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any prize awarded. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.
4. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State and Territory legislation. Cash will not necessarily be awarded as a substitute. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
5. The Promoter makes all reasonable efforts to deliver prizes to the addresses provided by competition entrants. The Promoter cannot guarantee that any prizes returned to the Promoter due to non-delivery at the provided address will be re-sent to the prize winner.
6. The Promoter reserves the right to request winners to sign a winner's deed of release (and indemnification) or any other relevant forms or agreements that the Promoter deems necessary, to provide proof of identity, proof of age, proof of residency at the nominated prize delivery address and/or proof of entry validity (including phone bill) in order to claim a prize. Proof of identification, residency, age and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
  7. Despite anything else contained in these terms and conditions the Promoter assumes no liability for any loss or damage caused, either directly or indirectly, by the prize.
8. The Promoter reserves the right to conduct a redraw in the event that an entrant, claiming to be a winner, is unable to satisfy these Terms and Conditions or has breached these Terms and Conditions.
9. The Promoter's decision in relation to any aspect of the competition is subject to State and Territory legislation but also final and binding on each person who enters. No correspondence will be entered into. No responsibility is accepted for late, lost or misdirected entries. Prizes are subject to availability, not transferable or exchangeable and cannot be taken as cash. Prizes will be sent to the winner's nominated address as stated in their original entry. The Promoter and their associated agencies,

and companies associated with this promotion will take no responsibility for prizes damaged or lost in transit.

#### **G.Privacy Collection statement**

1. The Promoter and its related entities collect entrants' personal information for the purpose of conducting and promoting this competition (including but not limited to determining and notifying winners). The Promoter may disclose personal information collected to an agent who is engaged to conduct the competition draw and for prize fulfilment. The Promoter may also disclose personal information collected to Australian regulatory authorities, such as the regulators of trade promotions. The Promoter will otherwise handle your personal information in accordance with its Privacy Policy available at <https://usu.org.au/privacy/>. You may request access or to update your personal information or lodge a complaint by writing to The General Secretary, New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union (trading as the United Services Union) of 7/321 Pitt Street Sydney NSW 2000.

#### **H.Copyright, Statutory guarantees, Waiver and liability**

1. By entering this promotion, entrants consent to the Promoter's publication of their name and likeness on its websites, social media pages and advertising.
2. All entries and any copyright subsisting in the entries become and remain the property of the Promoter who may publish or cause to be published any of the entries received.
3. In participating in the prizes, the winners agree to participate and co-operate as required in all editorial activities relating to the Competition, including but not limited to being interviewed and photographed. The winners (and their companions) agree to granting the Promoter a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide, including online social networking sites, and the winners (and their companions) will not be entitled to any fee for such use.
4. Prize-winners are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of that prize.
5. The Promoter (subject to State and Territory legislation) reserves the right to amend, cancel or suspend this competition if an event beyond the control of the Promoter corrupts or affect the administration security, fairness, integrity or proper conduct of this competition. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this competition. In particular, computer generated entries and the use "scripting" is not permitted and will not be accepted.

6. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
7. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth), 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').
8. 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 a prize.