
Cessnock City Council

Road Safety Project – Spot Joe Rider Competition

Terms & Conditions

Date Adopted: 04/09/2023 Revision: 2

1. Information on how to enter and prizes detailed form part of these Terms and Conditions.
2. Participation in this promotion is deemed acceptance of these Terms and Conditions.
3. Entries must comply with the Terms & Conditions to be considered a valid entry (“Entry”).
4. This promotion is governed by the laws of NSW.
5. Entrants acknowledge and agree that this is a competition of chance and that each valid entry submitted will be entered into the promotion and that the winners will be randomly selected by a draw.
6. The Promoter is Cessnock City Council (ABN 60 919148 928), 62-78 Vincent Street, Cessnock NSW 2325 Australia. Phone: 02 4993 6720.
7. The Promoter’s decision in all matters is final and no further correspondence will be entered into.

ELIGIBILITY

8. Entry is open to persons who meet the following criteria (“Entrant”):
 - a. you are an Australian resident, living in NSW;
 - b. you are over 18 years of age or have approval of a parent or guardian if under 18 years of age;
 - c. you have completed the entry form in its entirety and provide your name and contact details;
 - d. you are NOT;
 - i. current or past employees of the Promoter, or Transport for NSW,
 - ii. a person who has accepted an offer of employment by the Promoter or Transport for NSW, or
 - iii. an immediate family member of any of the persons in the preceding two sub-paragraphs.

9. The Promoter may request any Entrant at any time to provide reasonable evidence that they meet the eligibility requirements listed herein and failure to do so will result in disqualification from this promotion.

PROMOTION DATES

10. The promotion commences on Monday 9 October 2023 at 7:00am AEST and concludes on Friday 13 October 2023 at 11:59pm AEST (“Promotion Period”).

HOW TO ENTER

11. To enter the promotion, Entrants must, during the Promotion Period:
 - a. complete the entry form via the Promoter’s website;
 - b. provide their name and contact details; and
 - c. provide the street name, suburb and time where Joe Rider was spotted.
12. Each submitted entry form that complies with the above criteria generates one entry into the promotion. Only one Entry is permitted per person per day within the Promotion Period. The same person cannot win a daily prize twice within the Promotion Period. Every Entry submitted will go into the draw for the grand prize.
13. The Promoter accepts no responsibility for any Entry that is late, lost, incomplete, incorrectly entered or misdirected or for any technical difficulties or equipment malfunction (whether or not under the Promoter’s control) including inaccessibility to the Promoter’s website during the Promotion Period.

AWARDING OF PRIZES

14. There will be 5 prize draws, one per day, until the end of the Promotion Period (each a Winner). One additional Winner will be drawn from the total entries at the end of the promotion period and awarded the grand prize.
15. Random Draw software ‘Wheel of Names’ will be used to draw winning entries. The drawn Entry must meet the Eligibility Criteria. In the event that the drawn Entrant does not meet the Eligibility Criteria, another Entry will be drawn.
16. Daily Winners will be contacted the following business day for each daily draw within the Promotion Period. The grand prize winner will be contacted Monday 16 October 2023. Each Winner will be notified via email or phone.

PRIZE DETAILS

17. Five prizes of a \$50 gift card will be awarded to each daily Winner during the Promotion Period and one Grand Prize of a \$250 gift card will be awarded to one

Winner drawn from all entries, including daily Winners, received during the Promotion Period.

18. Prizes will available to pick up from the Promoter within one week of the draw on the presentation of identification and signature receipt.
19. Each Winner will be contacted using the contact details provided in the entry. The Winner must respond, accepting the Prize by no later than 4:00pm AEST Friday 20 October 2023. (Prize Claim Date)
20. If a prize is not claimed by the Prize Claim Date, the Promoter will award the Prize to another Entrant as clauses 15-17. The relevant time limits will be extended as convenient and in the absolute discretion of the Promoter.
21. A prize is not transferrable or exchangeable and cannot be taken as cash. A prize must be taken as offered and cannot be varied.
22. Subject to any written directions by Liquor and Gaming NSW, the Promoter will not replace or substitute a prize or provide compensation where a Winner is unable to claim or use a Prize for any reason including cancellation or discontinuance or unavailability of the Prize.
23. The Promoter reserves the right to request the Entrant to produce appropriate photo identification or other documentation (to the Promoter's satisfaction, at its sole discretion) in order to confirm the Entrants identity, age, residential address before issuing a Prize (including confirming approval of a parent or guardian where an Entrant if under 18 years of age). If the documentation required by the Promoter within the time frame outlined or where an Entrant's eligibility has not been verified/validated to the Promoter's satisfaction, the Entry will be disqualified from this promotion.
24. Any ancillary or incidental costs (including, without limitation, any data or internet costs incurred in receiving, collecting or using a Prize) relating to this promotion or a Prize, are the responsibility of the Entrant and/or Winner.
25. Subject to any written directions from Liquor and Gaming NSW, the Promoter reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the promotion and/or, if necessary provide an alternative prize or prizes to the same value of the original prize or prizes. The Promoter will not be liable for any loss or damage to any party arising from any variation, cancellation or otherwise arising directly or indirectly as a result of the promotion.
26. Acceptance and use of a Prize is subject to any terms for use issued by the manufacturer or supplier of the Prize and, where relevant, the owner or manager of the venue where the Prize is to be used.

PRIVACY

27. Council is committed to safeguarding the privacy of individuals and handling of personal information in accordance with the [*Privacy and Personal Information Act 1998*](#) (NSW) and [*Information Privacy Principles*](#), the [*Health Records and Information Privacy Act 2002*](#) (NSW) and [*Health Privacy Principles*](#), and any subordinate legislation.
28. Any personal information collected from individuals regarding this 'Spot the Joe Rider' Competition will be used solely by the Promoter for the purpose of administering the competition and will be stored in Council's Information Management System in accordance with relevant legislation, Council's [*Privacy Management Plan*](#) and within the confines of the *Privacy and Personal Information Protection Act 1998* (NSW). By participating/entering, individuals expressly consent to this use.
29. The intended recipients of the personal information are the staff responsible for administering the Joe Rider Competition and the supply of personal information is completely voluntary however failure to provide the personal information will mean that Council will be unable to contact the individual if they are drawn a winner.
30. Entrants may access, correct or update your personal information by visiting Council's website, contacting Council's Privacy Contact Officer on 4993 4100 or by sending an email to council@cessnock.nsw.gov.au.

COPYRIGHT

31. All Entrants agree to the promoter's [*Copyright Statement*](#) and [*Copyright Policy*](#).

PROMOTION

32. Each of the Winners consent to the Promoter publishing or distributing their name in relation to the promotion in their absolute discretion.
33. The Promoter will contact each individual for future promotions where consent from the individual on the entry form has been provided.