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# Cessnock City Council

## Road Safety Project – What's your Plan B?

### Terms & Conditions

Date Adopted: 04/11/2025 Revision: 1

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#### GENERAL

1. This is a trade promotion – a free community gaming activity (also known as a game of chance). 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. Each valid Entry submitted will be entered into the promotion and 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;
  - 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 staff of the Promoter or Transport for NSW or Cessnock City Liquor Accord,
    - ii. a person who has accepted an offer of employment by the Promoter or Transport for NSW or Cessnock City Liquor Accord, 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 Saturday 22 November 2025 at 9:00am AEST and concludes on Sunday 14 December 2025 at 5:00pm AEST ("**Promotion Period**").

## HOW TO ENTER

11. To enter the promotion, Entrants must, during the Promotion Period:
  - a. complete the entry form via a QR code at a participating venue; and
  - b. provide their name and contact details.
12. Each submitted entry form that complies with the Terms and Conditions herein generates one entry into the promotion. Only one Entry is permitted per person within the Promotion Period.
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 two camping swag prizes to the value of \$250 each drawn during the Promotion Period.
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. The winner will be contacted the following business day after the Promotion Period by phone using the contact details provide in the entry.

## PRIZE DETAILS

17. The prizes will be available to pick up from the Promoter within one week of the draw on the presentation of identification and signature receipt.
18. The 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 22 December 2025. (**Prize Claim Date**)
19. If a prize is not claimed by the Prize Claim Date, the Promoter will conduct a redraw and award the prize to another Entrant. The relevant time limits for prize claim will be extended as convenient and in the absolute discretion of the Promoter.

20. A prize is not transferrable or exchangeable and cannot be taken as cash. A prize must be taken as offered and cannot be varied.
21. Subject to any written directions by NSW Fair Trading, 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.
22. 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. 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.
23. 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.
24. Subject to any written directions from NSW Fair Trading, 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.
25. Acceptance and use of a prize is subject to any terms for use issued by the manufacturer.

#### PRIVACY

26. 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.
27. Any personal information collected from individuals regarding this 'Plan B – Win a Swag' Competition will be used 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.

28. Your information may also be held by (survey monkey), and Council recommends you read their privacy statement <https://www.surveymonkey.com/mp/legal/privacy/>
29. The intended recipients of the personal information are the staff responsible for administering the 'Plan B – Win a Swag' Competition and the supply of personal information is completely voluntary however failure to provide the personal information will mean your entry is invalid.
30. Your information may be disclosed to Cessnock City Liquor Accord or Transport for NSW.
31. Individuals 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](mailto:council@cessnock.nsw.gov.au).

## **COPYRIGHT**

32. All Entrants agree to the Promoter's [Copyright Statement](#) and [Copyright Policy](#).

## **PROMOTION**

33. The winner consents to the Promoter publishing or distributing their name in relation to the promotion in their absolute discretion.