TERMS AND CONDITIONS EXPERIENCE WESTERN DOWNS

Entry Requirements:

1. By entering this Promotion, a participant is agreeing to be bound by the Terms and Conditions set out in this document.
2. The Promotion commences at 9:00am (AEST) on Monday 24th March 2025 and closes at 5:00pm (AEST) on Friday 20th June 2025 (Promotional Period).
3. To be eligible for this Promotion, participants must be a resident of Australia (Eligible Entrants). The Promotion is open to participants who sign up to the ' Western Downs’ database through the Lead Gen Form linked on official Western Down Regional Council Facebook and Instagram ads. Entrants must fill out all fields to enter.
4. Entries are limited to one (1) per person.
5. Employees (and their immediate families) of Western Downs Regional Council 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, brother, sister, step-brother, or step-sister.
6. To enter, Eligible Entrants must sign up through the lead generation (Referred to in Clause 4). The entry must fulfill all Promotion requirements as specified, to be eligible for the Prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole direction of Western Downs Regional Council.
7. 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 to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. 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.
8. 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.
9. The Promoter shall review the entries and determine the winner using a random email selector. Once selected, the winner will be contacted via email by 5:00pm 27 June 2025.

Prize Details

1. The Prize is a 'Back to the Bush Family Pass' - valued at approximately $100 AUD.
2. Two (2) winners will be selected at random, each receiving one (1) Prize.
3. The Prize is not transferable and cannot be exchanged for cash. The identified owner of the winning comment must be the collector of the Prize.
4. The Prize will be delivered to the winner, once they have accepted the Prize and provided information required as outlined in Clause 8.
5. The Promoter reserves the right to change or replace the prize and/or modify the terms of the Promotion at any time without prior notice.

Promotion General Terms and Conditions

1. WDRC reserves the right to cancel or amend the competition and these terms and conditions at any time, without notice. WDRC also reserves the right to cancel the competition if circumstances arise outside of its control.
2. If the Prize is unavailable, the Promoter, in their discretion, reserves the right to substitute the Prize with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
3. If, for whatever reason, the winner(s) are unable to receive the prize, the Promoter reserves the right to re-distribute the prize and award to runner-up entrants.
4. If the Promoter is unable to contact the winner within seven (7) days of the Closing Date, and the Promoter has made every effort to contact the winner with the information provided by the entrant, the Promoter will deem the Entry invalid.
5. By entering this Promotion, an Entrant consents to the use and storage of personal information including, but not limited to, an Entrant's name, email address, photograph and phone number for the purposes of the Promotion and any related activities including advertisement. The use will be limited to the operation of the Promotion.
6. By participation in this Promotion an Entrant agrees to the following:
   1. A complete release of Facebook and Instagram by any Entrant; and
   2. An acknowledgement that this Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook or Instagram; and
   3. That the information provided by each Entrant is provided to the Promoter (as detailed in these Terms and Conditions) and not to Facebook or Instagram.
7. Participation and entry in this Promotion is conditional upon the Entrant complying with all rules, regulations and guidelines set down by Facebook and Instagram.
8. Entrants are solely responsible and liable for the content of their entries and any other information they transmit via Instagram or Facebook. To the extent permitted by law, each Entrant agrees to indemnify, defend and forever hold harmless, Facebook and Instagram and their associated agencies and companies, against any and all losses, actions, claims, costs, expenses and damages (of any nature) which may be incurred by an Entrant in respect of the Entrant’s participation in the Promotion.
9. Any questions, comments or complaints about this Promotion must be directed to the Promoter and not to Facebook or Instagram.
10. Any cost associated with accessing Instagram or Facebook is the entrant’s responsibility and is dependent on the Internet Service Provider used.
11. 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* *2010* (Cth), as well as any other implied warranties under consumer protection laws.
12. 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.
13. 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:
    1. any technical difficulties or equipment malfunction (whether or not under the Promoter’s control); or
    2. any theft, unauthorised access or third-party interference; or
    3. 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; or
    4. any variation in prize value to that stated in these Terms and Conditions; or
    5. if the party event is postponed or cancelled for any reason beyond the reasonable control of the Promoter; or
    6. any tax liability incurred by a winner or entrant; or
    7. attendance at the prize event.
14. As a condition of accepting the Prize, each winner may be required to sign legal documentation 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.
15. The Promoter collects personal information in order to conduct the Experience Western Downs tourism promotion and may, for this purpose, disclose such information 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 information.
16. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the Entrant. As part of the promotion, your personal information (including your image and video) may be disclosed on the Promoter's website, and/or may be disclosed to the media and/or may be published on the promoter's Facebook and Instagram page. Your personal information will not be used for any purpose other than that declared above and will not be disclosed to any other entity or person without your express consent, or disclosure as required by law.
17. Entrants should direct any request to opt out, access, update or correct information to the Promoter. All entries become the property of the Promoter. Your personal information will be handled in accordance with requirements under the *Information Privacy Act 2009* (Qld).
18. The Promoter is Western Downs Regional Council (ABN: [91 232 587 651](https://abr.business.gov.au/ABN/View?abn=91232587651)) of 30 Marble Street, Dalby QLD 4405. Email: [info@wdrc.qld.gov.au](mailto:info@wdrc.qld.gov.au) Phone: 07 4679 4000.