

TERMS & CONDITIONS OF ENTRY

Promotion name	Everyday Heroes Recycling Campaign Competition
Eligible State	NSW
Promotion Period	Start: 6 Nov 2024 10:00 AM End: 30 Nov 2024 12:00 AM No entries will be accepted outside this time.
Website address	www.connected.pmhc.nsw.gov.au/nrw
Promoter	Port Macquarie Hastings Council (PMHC) 17 Burrawan Street Port Macquarie NSW 2444
Eligible entrants	Entry to the Promotion is open to Australian residents in all eligible states/territories who fulfil the method of entry requirements. Prize winners must be able to collect their prize The winner must be able to collect their prize in person from one of the Port Macquarie-Hastings Council Customer Service Centres located at: 17 Burrawan Street, Port Macquarie NSW 2444 49 High Street, Wauchope NSW 2446 9 Laurie Street, Laurieton NSW 2443
Details of prizes	National Recycling Week (NRW) prize packs: 1. Main prize valued at approximately \$350 (three hundred and fifty dollars) and 2. two minor prizes each valued between \$50 (fifty dollars) and \$100 (one hundred dollars).
Total number of Prizes	3 (three)
Total prize value	Total prize pool (inc GST): \$500.00 (Five Hundred dollars)
Method of entry	To enter, an entrant must, during the promotional period visit the competition website and complete the required details on the online entry form, in accordance with any instructions as to on the website and agree to the terms and conditions, including eligibility to participate.
Maximum number of entries	1 per person
Prize draw	The prize draw will begin 10:00 AM on 5 December 2024
Location of Draw	Port Macquarie Hastings Council (PMHC) 17 Burrawan Street Port Macquarie NSW 2444

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Notification of Winners	Winners will be notified via phone or email no later than 11 Dec 2024. A winner will have until 16 February to claim a prize. Note, a winner must either be available to collect the prize from the nominated premises or arrange for collection. Council will not be responsible for sending any prize to a winner via courier or mail.
Public announcement of winners	The winners of all prizes will be published here: www.connected.pmhc.nsw.gov.au/nrw on 17 December 2024
Unclaimed prize draw	Unclaimed prize draw date: 10:00 AM on 17 Feb 2025
Location of unclaimed prize draw	Port Macquarie Hastings Council 17 Burrawan Street Port Macquarie NSW 2444
Notification of unclaimed prize draw	Unclaimed prize winners will be notified via Phone or Email no later than 21 Feb 2025. A winner will have until 16 February to claim a prize. Note, a winner must either be available to collect the prize from the nominated premises or arrange for collection. Council will not be responsible for sending any prize to a winner via courier or mail.
Public announcement of winners from unclaimed prize draw	The winners of all unclaimed prizes will be published here: www.connected.pmhc.nsw.gov.au/nrw on 28 February 2025
Permit reference	Not required

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- Information on how to enter and prize details form part of these terms & conditions (**Terms of entry**). The Terms must be read in conjunction with the Schedule. The Schedule defines the terminology used in these Terms of entry. Where there is any inconsistency between these Terms and the Schedule, the Schedule prevails. Participation in this Promotion is deemed acceptance of these Terms of entry.
- Entry is open only to legal residents of the Eligible States/Territories who satisfy the Method of entry. The Promoter (PMHC) and its employees and immediate family are ineligible to enter. Immediate family means any of the following: spouse, child or step-child (whether natural or by adoption), parent, step-parent, and grandparent.
- The Promotion will be conducted during the Promotion period.
- The time zone applicable to any time stated, relates to the state or territory where the Promoter is located, unless expressly stated to the contrary.
- The Prize/s are specified in the Details of prizes section of the Schedule.
- The total prize pool is specified in the Total prize value section of the Schedule.
- The entrants must follow the Method of entry during the Promotion period to enter the Promotion. Failure to do so will result in an invalid entry. The Promoter will not advise an Entrant if their entry is deemed invalid.
- The time of entry will be deemed to be the time the entry is received by the Promoter.
- Entrants may submit up to the Maximum number of entries (if applicable).12. The Promoter accepts no responsibility for any late, lost, delayed, incomplete, incorrectly submitted, corrupted, illegible or misdirected entries, claims or correspondence whether due to omission, error, alteration, tampering, deletion, theft, destruction, disruption to any communication network or medium, or otherwise including those entries not received by the Promoter for any reason. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred. No correspondence will be entered into.
- The prize(s) will be awarded to the valid entrant(s) drawn randomly in accordance with the Prize draw details. The Promoter may draw additional reserve entries (and record them in order). In the event of an invalid entry or an ineligible entrant, or if the entrant is ineligible to accept the prize, the prize will be awarded to the first reserve entry drawn. If the prize can't be awarded to the entrant drawn, the promoter will then continue this process until the prize is awarded.
- The winner does not need to be present at the draw unless expressly stated to the contrary.
- The winner(s) will be notified in accordance with the Notification of winners and Notification of unclaimed prize winners (if applicable) sections of the Schedule. Notification to winners will be deemed to have occurred on the later of the time the winner receives actual notification from the Promoter or two business days thereafter. The notification will include details about how the prize(s) can be claimed.
- the Promoter takes no responsibility where it is unable to contact prize winners who have not provided correct or complete contact details. If an entrant's contact details change during the promotional period, it is the entrant's responsibility to notify the Promoter. A request to modify any entry information should be directed to Promoter.
- It is a condition of accepting any prize that the winner must comply with all the conditions of use of the prize and the 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.
- The winner(s) first initial, last name and postcode will be published in accordance with the Public announcement of winners section of the Schedule (if applicable).
- If the prize(s) has not been claimed by the Unclaimed prize draw time and date and subject to any written directions from a State lottery agency, the Promoter may conduct an Unclaimed prize draw in accordance with the Unclaimed prize draw section of the Schedule (if applicable). In the event the Unclaimed prize draw takes place, the Promoter will attempt to contact the winner(s) of the Unclaimed prize draw in accordance with the Notification of unclaimed prize draw section of the Schedule, and if applicable, the name and State/Territory of residency of any winner(s) of the Unclaimed prize draw will be published in accordance with the section of the Schedule entitled Public announcement of winners from unclaimed prize draw. If a prize is no longer available the promoter may substitute with a prize of higher or equal value subject to any written directions from a regulatory authority. The promoter is not allowed to deduct any

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administrative costs associated with provision of the prize.

20. To the greatest extent permitted by law, the Promoter excludes all warranties, representations or guarantees (**Warranties**) regarding the Promotion and any prizes, including any Warranties which may have been made in the course of advertising or promoting the Promotion. The conduct of the Promotion or the supply of prizes may involve third parties, and the Promoter makes no Warranties and disclaims all liability in connection with any such third parties, their acts or omissions. By entering the Promotion, an entrant releases and indemnifies the Promoter and its related bodies corporate (including the officers, employees and agents of each) from and against all actions, penalties, liabilities, claims or demands the entrant may have against the Promoter or that the Promoter may incur for any loss or damage which is or may be suffered or sustained as a direct or indirect result of an entrant entering or participating in the Promotion or winning or failing to win a prize, or using or permitting any other person to use the prize, except for any liability which cannot be excluded by law or which would cause any part of this clause to be void or unenforceable.
21. If despite the foregoing clause, the Promoter incurs a liability to an entrant under any law which implies a Warranty into these Terms of entry which cannot legally be excluded, the Promoter's liability in respect of the Promotion is limited, in the Promoter's discretion, to either resupplying such goods or services as form part of the Promotion, or paying the cost of resupplying those goods or services.
22. Without limiting any of the foregoing, in no circumstances will an entrant or the Promoter have any liability to the other for any loss or damage suffered which is indirect or consequential in nature, including without limitation any loss of profit, loss of reputation, loss of goodwill, or loss of business opportunity.
23. The Promoter and its associated agencies and companies will not be liable for any delay, damage, or loss in transit of prizes.
24. The Promoter may in its absolute discretion not accept a particular entry, may disqualify an entry, or cancel the entire Promotion at any time without giving reasons and without liability to any entrants, subject to any written directions from a regulatory authority. Without limiting this the Promoter reserves the right to verify the validity of entries, prize claims and entrants and to disqualify any entrant who submits an entry or prize claim that is misleading or not in accordance with these Terms of entry or who manipulates or tampers with the entry process. In the event that a winner breaches these Terms of entry, the winner will forfeit the prize in whole and no substitute will be offered. Verification is at the discretion of the Promoter, whose decision is final. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
25. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, subject to any written directions from a regulatory authority. Where a prize is unavailable for any reason, the Promoter may substitute the prize for another item of equal or higher value subject to any written directions from a regulatory authority. The Promoter accepts no responsibility for any variation in prize value (including between advertising of the Promotion and receipt of the prize).
26. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability (or that of a third party involved with the Promotion) to proceed with the Promotion on the dates and in the manner described in these Terms of entry, including but not limited to vandalism, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter's obligations in respect of the Promotion will be suspended

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for the duration of the event and, in addition, the Promoter may in its absolute discretion cancel the promotion and recommence it from the start on the same conditions, subject to approval of the relevant authorities.

27. All entries become the property of the Promoter. As a condition of entering into this Promotion, entrants agree to assign all their rights in and to their entry and any related content to the Promoter, including any copyright or other intellectual property rights in the entry and related content. Without limiting this, the Promoter may use entry content for any and all purposes including commercial purposes. You warrant that entry content is original, lawful and not misleading and that the Promoter's use of such content will not infringe the rights of any third parties. The Promoter has no obligation to credit you as the author of any content submitted and may otherwise do any acts or omissions which would otherwise constitute an infringement of any moral rights you may have as an author of content.
28. Entrants consent to the Promoter using the personal information provided in connection with this promotion for the purposes of facilitating the conduct of the promotion and awarding any prizes, including to third parties involved in the promotion and any relevant authorities.
29. The collection and disclosure of personal information provided in connection with this promotion will be handled in accordance with the Promoter's Privacy statement which adheres to the Privacy Act 1988 (cth) and Australian Privacy Principles.
30. The Promotion and these Terms of entry will be governed by the law of New South Wales in which the Promoter ordinarily resides. Entrants accept the non-exclusive jurisdiction of courts and tribunals of New South Wales in connection with disputes concerning the Promotion.
31. Facebook, YouTube, or Instagram, may be used to advertise or promote the Promotion. By

entering the Promotion, entrants agree that the Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook, YouTube, or Instagram; and to release Facebook, YouTube, or Instagram, from all liability in relation to this Promotion. Any questions, comments or complaints regarding the Promotion should be directed to the Promoter.