

Terms and Conditions

1. This competition is conducted by Bathurst Regional Council (ABN 42 173 522 302) for the purpose of promoting the Bathurst Winter Festival event to be held in Bathurst from 6 – 21 July 2019 (the “Event”).
2. This competition is only open to persons over the age of 18.
3. Only one entry per person may be submitted. If multiple entries are received from the same person, only the first entry received will be considered.
4. Bathurst Regional Council will select one winning entry, with the winner to be notified by 17 June 2019 via direct message to the winner’s Instagram profile and published on Bathurst Winter Festival’s Instagram page.
5. Each prize (two prizes in total) consists of two nights accommodation, 4 x ice rink skating sessions, 4 x ferris wheel and carousel tickets and a regional welcome hamper. Each prize is valued at \$1,000 (GST inclusive). The prize is non-transferable and there is no cash alternative.
6. The prize does not cover any other cost or expense (including without limitation any costs incurred in travelling to or from Bathurst, food or parking) and by entering the competition you acknowledge and agree that Bathurst Regional Council is in no way responsible for any costs or expenses incurred by you in entering the competition or in enjoying the prize.
7. By entering this competition, you agree to comply with these terms and conditions, Bathurst Regional Council accreditation processes and policies (including providing personal information to Bathurst Regional Council for the purpose of Bathurst Regional Council arranging access to the Bathurst Winter Festival) and Bathurst Winter Festival ticket terms and conditions (available at www.bathurstwinterfestival.com).
8. You also acknowledge and consent to Bathurst Regional Council (and our partners) using your (and your guest’s) name and image for promotional and marketing purposes, including as part of broadcast, and to reproduce and publish those images in online, social and traditional media in the public domain, including on Bathurst Regional Council social media pages, website and any other promotional literature without fee or compensation.
9. This competition is in no way sponsored, endorsed or administered by Facebook and by entering this competition you release Facebook from any liability or responsibility and agree to comply with any applicable terms of use or rules of Facebook (available at www.facebook.com/terms.php).
10. Bathurst Regional Council will only accept entries submitted via Instagram. Incorrect, incomplete or inaccurate information or entrants that do not comply with Bathurst Regional Council terms of use or rules may be ineligible or disqualified.
11. Bathurst Regional Council cannot take any responsibility for lost or incomplete entries.
12. The competition commences at **4.00pm Monday 3 June** and closes at **4.00pm Monday 17 June**. Entries received outside these times will be rejected.
13. To enter this competition, you must follow @thebathurstwinterfestival on Instagram, tag 3 friends on the post, and tell us why you want to win and which weekend (5/6 July or 12/13 July). Bathurst Regional Council will select the most creative response at **4.00pm Monday 17 June** and Bathurst Regional Council’s decision is final.
14. The prize is awarded conditionally upon acceptance and availability of participants, and if the winner is unable to be contacted or to confirm acceptance of the prize by **4.00pm Wednesday 19 June**, or if the prize is declined, the prize shall be deemed as unclaimed or forfeited and a substitute winner may be chosen at Bathurst Regional Council’s discretion.
15. You agree that unless approved in advance by Bathurst Regional Council, you will not engage in any form of ambush marketing including by representing or advertising that you or any organisation has a connection or association with Bathurst Regional Council or the Event which they do not have and you will not use any intellectual property rights of Bathurst Regional Council without Bathurst Regional Council’s consent or engage in any activity which denigrates the rights of Bathurst Regional Council or a party associated with the Event (including sponsors).
16. Bathurst Regional Council makes no guarantee that the Event will take place or be completed in full and reserves the right to cancel, change or amend the date, venue or time of the Event, and Bathurst Regional Council will not be obliged to provide the winner with a substitute prize.
17. You agree to provide such further assistance to Bathurst Regional Council (including providing additional information or signing further consents or agreements) as required by Bathurst Regional Council in relation to the Event or your or your guest’s attendance at the Bathurst Winter Festival.
18. Bathurst Regional Council is collecting personal information of competition entrants for the purpose of conducting and promoting this competition (including to determine and notify winners or provide access to Bathurst Winter Festival) and, if you have opted in to do so, to receive information, updates and offers about the Bathurst Winter Festival, the Event and our events, products and services, including through direct marketing communications
19. You acknowledge and agree that by entering this competition you give Bathurst Regional Council an irrevocable, perpetual, sub-licensable, transferable and royalty-free licence to use any intellectual property rights subsisting in the entry (including to broadcast, publish, reproduce, alter or copy the photo or works submitted as part of your entry (including in online publications or on social media)) and agree to not enforce any moral rights you may have in respect of these works and provide any further consent as required by Bathurst Regional Council.
20. You understand that there are risks (including a risk of personal injury or loss or damage to personal property) in you (and your guest) being given access to the Bathurst Winter Festival to observe the Event and you do so at your (and your guest’s) own risk. Except for any liability that cannot by law be excluded, Bathurst Regional Council and its associated and related entities (including their officers, employees and agents) (“Bathurst Regional Council”) exclude all liability (including negligence), including for personal injury or any loss or damage (including loss of opportunity), whether direct, indirect, special or consequential losses, arising in any way out of the competition, your (and your guest’s) attendance at the Bathurst Winter Festival, and you (including on behalf of your guest) release the Bathurst Regional Council from any liability, loss, damage, cost, expense incurred (including personal injury or loss or damage to property) in connection with the competition, your (and your guest’s) attendance at Bathurst Winter Festival and agree not to bring any complaint, claim or proceeding against the Bathurst Regional Council or in relation to the above.