



CUMBERLAND CITY COUNCIL

Business Sentiment Survey – Participation Thank you Prizes Terms and Conditions

Survey and Prize Draw

- (1) Information on how to enter and prizes form part of these terms and conditions.
- (2) By participating, eligible entrants agree to be bound by these terms and conditions.
- (3) All entries must comply with these terms and conditions to be valid.
- (4) The Promoter is Cumberland Council (ABN 22 798 563 329) of 16 Memorial Avenue, Merrylands NSW 2160. To contact the Promoter, please email business@cumberland.nsw.gov.au or telephone our customer service line on (02) 9757 9000.

Competition Period

The competition commences on 4:00 pm Monday, 3 March 2025 and ends on 11:45 pm Sunday, 1 July 2025 (**Competition Period**).

Eligibility to Enter

- (1) Entry is only open to all business owners and their employees located in the Cumberland Local Government Area.
- (2) Entrants must be over the age of 18 years.
- (3) Directors, management, employees (including their immediate families) of Cumberland City Council, may complete the survey however are ineligible to enter the prize draw.

How to Enter

- (1) To enter the prize draw, eligible entrants must, during the Competition Period:
 - (a) complete the online survey; or complete the survey in person and provide accurate details and data in relation to the purpose of the survey.
- (2) A limit of one (1) entry applies per person.

Prizes

- (1) One (1) participant who completes the survey (online or in person) will be randomly selected to receive one (1) Gift Voucher to the retail value of \$200.00.
- (2) An additional five (5) participants who completes the survey (online or in person) will be randomly selected to win a selection of promotional items from Cumberland City Council to the value of \$50.00.
- (3) The prizes are not refundable.
- (4) The prizes are not transferable, exchangeable and cannot be transferred to cash.

Draw Date and Time

- (1) All valid entries will be included in the draw.
- (2) The draw will take place at 10:00am on Tuesday 1 July (**Prize Draw Date**) at Cumberland Council's Administration Building (1 Susan Street, Auburn 2144) (**Venue**).
- (3) The first valid entry drawn will be the first prize winner (**Winner**). Each consecutive valid entry drawn thereafter will be a subsequent Winner until all prizes have been won and claimed.
- (4) All Winners will be drawn at the same time on the Prize Draw Date.
- (5) Winning is not contingent on being present at the Venue on the Prize Draw Date.
- (6) All Winners will be notified by email or phone however should the Promoter not be able to contact a Winner within 24 hours of the draw (Wednesday 2 July 2025), an unclaimed prize draw will be conducted at 10:00am Monday, 7 July 2025 at the same Venue.

Prize Delivery

- (1) All prizes will be delivered on the Prize Draw Date at the Venue (unless a Winner is not present at the relevant time).
- (2) If any Winner is not present at the time of the draw but has acknowledged receipt of the prize by phone or email, that Winner will be notified about how the prize will be delivered (or may be collected) on an individual basis.
- (3) All Winners will be required to show photo ID to claim their prize.

Use of Eligible Entrant's Personal Information

- (1) The personal information of all eligible entrants' is collected to enable the Promoter to administer & promote this competition.
- (2) Personal business information including the eligible entrant's name, business address, telephone number and/or email will be collected and used for the purpose of conducting this Competition. This may require disclosure to third parties, including local regulatory authorities and the Promoter's agents or third-party service providers, for the purpose of conducting the Competition, or for promotional and marketing purposes (including for direct marketing) (**Purpose**).
- (3) By entering this competition, eligible entrants:
 - (a) consent to the use of their personal business information for the Purpose; and
 - (b) agree that the Promoter may contact them for future marketing and material purposes without payment.

General Conditions

- (1) The Promoter accepts no responsibility for late, lost, or misdirected entries or other communications. Entries will be deemed void if illegitimate, inaccurate, manipulated or tampered with in any way.
- (2) The Promoter reserves the right to request verification of identity, business details and address of the Winners and any other information relevant to entry into or participation in this Competition. Verification is at the discretion of the Promoter, whose decision is final. Failure by the Promoter to enforce any of its rights does not constitute a waiver of those rights.
- (3) The Promoter reserves the right to disqualify any individual who submits an entry that is not in accordance with these terms and conditions, or who is involved in any way in interfering or tampering with the conduct of this Competition, has breached any of these terms and conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and

proper conduct of the Competition. In the event that a Winner breaches these terms and conditions, the Winner will forfeit the prize in whole and no substitute will be offered. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

- (4) The Winners have rights under the Australian Consumer Law and other similar legislation which cannot be excluded, restricted, or modified by the Promoter. These terms and conditions do not exclude, restrict or limit those statutory rights in any way however, to the extent that it is permitted to do so by law, the Promoter (including its officers, employees and agents) excludes all liability whether arising in tort (including without limitation negligence), contract or otherwise for any personal injury suffered, sustained or incurred or any other loss, costs and expenses or damages (including without limitation loss of opportunity or loss of profits) whether direct, indirect, special or consequential, arising in any way out of the Competition, including, without limitation:
- (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control) including security breaches;
 - (b) any theft, unauthorised access or third-party interference;
 - (c) any failure to receive an entry (including any entry 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;
 - (d) any variation in market value to that stated in these terms and conditions;
 - (e) any tax implications; or
 - (f) the prizes.

If such problems arise, the Promoter may modify, cancel, terminate, or suspend the competition.

- (5) If for any reason beyond the reasonable control of the Promoter this competition is not capable of running as planned, the Promoter reserves the right in its sole discretion to take any action that may be available to it, and to cancel, terminate, modify or suspend the Competition, unless to do so would be prohibited by law.
- (6) Entry into this promotion constitutes acceptance of the above conditions of entry.

Dispute Resolution

- (1) In the event of a dispute concerning the conduct of this promotion or claiming a prize, eligible entrants must contact the Promoter to attempt to resolve the dispute in good faith.
- (2) If the matter cannot be resolved, either party may refer the matter to mediation administered by the NSW Ombudsman.
- (3) The costs of mediation will be shared equally between the parties.

Governing Law and Jurisdiction

- (1) These terms and conditions, the promotion and any claim or dispute between the Promoter and an eligible entrant are governed by the laws of New South Wales.
 - (2) All eligible entrants submit to the non-exclusive jurisdiction of courts and tribunals of New South Wales in connection with any dispute concerning these terms and conditions and this promotion.
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