

## **Float Your Boat – People's Choice Award**

### **Terms and Conditions 2024**

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of the Terms and Conditions and any entry not complying with these Terms and Conditions is invalid.
2. Entry is open to Australian residents over the age of 16. Any entrant under the age of 18 years must have their parent or guardian's permission to enter the promotion. Employees of the Promoter and their immediate families are ineligible to enter.
3. The Promotion commences at 5:00pm Australian Eastern Standard Time ("AEST") on Friday 21 June 2024 (once competition is live online – [lakemac.com.au/fybvote](http://lakemac.com.au/fybvote)) and close at 11:59pm AEST on Sunday 30 June 2024 ("Promotion Period").
4. To enter, entrants must:
  - 1) Complete the online voting form – [lakemac.com.au/fybvote](http://lakemac.com.au/fybvote)
  - 2) Select their favourite boat
  - 3) Enter full name, email address and mobile phone number
5. Only one (1) entry is permitted per entrant.
6. There are two major prizes: a VISA Giftcard valued at \$100 recommended retail price ("RRP") and Lake Mac Cruises voucher for a lunch on the lake cruise for four (4) people, valid until 9 May 2027.
7. Total prize pool for the promotion is valued at \$100 RRP.
8. The winners will be drawn at 126 – 138 Main Road Speers Point NSW 2284 on Monday 1 July 2024 at 12pm AEST.
9. The winners will be notified by telephone or email by 3pm, Tuesday 2 July 2024.
10. The Promoter reserves the right to verify the validity of all entries and reserves the right to disqualify any individual entrant or group of entrants for tampering with the entry process. The Promoter may in its complete discretion preclude the disqualified entrant from participation in any or all future promotions of the Promoter.
11. The prize is not transferable and non-redeemable for cash.
12. The prize value is correct at time of printing but no responsibility is accepted for any variation in the value of any prize.
13. The Promoter's decision is final and no correspondence will be entered into.
14. The Promoter retains the absolute discretion to require a winner to provide proof of age, residential address and identity in a form determined by the Promoter before awarding the prize. If the winner is under 18, the prize will be awarded to the parent/guardian.

15. If the prize remains unclaimed, the Promoter may conduct an unclaimed prize draw at 126-138 Main Road Speers Point NSW 2284 on Monday 5 August 2024 at the same time and place as the original draw. The first valid entry drawn will win the unclaimed prize, and so on until all unclaimed prizes have been awarded. The winner will be notified by telephone or email within two (2) business days of the draw.
16. The Promoter is not liable for any loss or damage whatsoever which is suffered, including but not limited to indirect or consequential loss, or for personal injury suffered or sustained during the course of accepting or using the prize, except for any liability which cannot be excluded by law.
17. Each entry becomes the property of the Promoter. All details will be held in accordance with the Lake Macquarie City Council Privacy Policy, which can be accessed by visiting [www.lakemac.com.au](http://www.lakemac.com.au) or calling 02 4921 0333
18. Entrants and prize winners' consent to their name and suburb being published by the Promoter or the media. Entrants and prize winners must also consent to a short interview with Council and the media where their interview responses may be used in media or promotional material at the Promoter's absolute discretion.
19. Prize winners should look to the manufacturer of products or provider of services awarded for all warranties. Winners should look to the Retail Supplier for locations of service providers. These terms and conditions do not exclude or limit the application of statutory provision (including a provision of the Competition and Consumer Act 2010) where to do so would contravene that statute or cause any part of these terms and conditions to be void.
20. The Promoter is not responsible if a prize is lost, stolen, destroyed, or used without the winner's permission. The Promoter is also not responsible for the availability and provision of services associated with the use of the prize.
21. If any prize (or part of any prize) is unavailable, the Promoter, in its absolute discretion, reserves the right to substitute the prize (or that part of the prize) with a prize of the equal value and/or specification, subject to any directions from a regulatory authority.
22. If for any reason this promotion is not capable of running as planned, whether caused by infection by computer virus, mobile phone failure, line drop out, bugs, tampering, unauthorised intervention, fraud, technical failures or any other cause beyond the control of the Promoter which corrupt or affect the administration, security, fairness or integrity of the Promotion, the Promoter, the Promoter reserves the right in its sole discretion, to cancel, terminate, modify or suspend the Promotion. The Promoter may in its sole discretion disqualify any individual who tampers with the entry process.
23. The Promoter is Lake Macquarie City Council [ABN 81 065 027 868] of 126-138 Main Road Speers Point NSW 2284.