



Lake Macquarie City Council Float Your Boat Competition 2025

Terms and Conditions of Entry

Definitions

“**Event**” means the Event Organiser’s Float Your Boat competition.

“**Event Organiser**” means Lake Macquarie City Council ABN 8 065 027 868.

“**Parade Route**” means the routes specified in clauses 4 and 5 of these Terms and Conditions of Participation.

“**Participant**” means an applicant who has been accepted by the Event Organiser as eligible to be an entrant into the Event.

“**Entrant**” a person who applies to participate in Float Your Boat 2025

“**Flotilla**” means the fleet of boats that make up the boat parade as part of Float Your Boat.

1. Lake Macquarie City Council (“the event organiser”) is conducting the 2025 Float Your Boat (‘event’)
2. The Event Organiser is Lake Macquarie City Council (ABN 81 065 027 868) of 126-138 Main Road, Speers Point, NSW, 2284. The Events team can be contacted at events@lakemac.nsw.gov.au
3. Information on how to enter and prizes form part of these Terms and Conditions. Participation in the competition is deemed acceptance of these Terms and Conditions and any entry that the event organiser deems as non-compliant with these Terms and Conditions in rendered invalid.
4. The event runs over two (2) nights – Friday 20 June 2025 and Saturday 21 June 2025. On Friday 20 June 2025 the flotilla travels on the Western side of the lake from Empire Marina Lake Macquarie to Wangi Wangi and on Saturday 21 June 2025, the flotilla travels on the Eastern side of the lake from Marks Point to Empire Marina Lake Macquarie. Entrants must be available to partake in the event across both nights.

5. *Who can enter*

- a. Entry is open to anyone over 16 years of age. Any entrant who is over 16 but under the age of 18 years must have their parents or guardians’ permission to enter the event. Employees of the event organiser and their immediate families are ineligible to enter.
- b. Entry is open to anyone with a valid NSW Roads and Maritime Services (“RMS”) boat licence, boat registration and insurance documents for the

entered boat. These documents must remain valid for the duration of the event.

- c. Participants boats must have a minimum length of 5 metres and a maximum length of 18 metres and must be motorised to keep up with the pace of the parade.
- d. Entry is not open to vessels that are not motorised. This includes canoes, kayaks, rowing sculls of any type, paddle boards, paddle boats, row boats etc.

6. How to enter

- a. Entrants must complete the Float Your Boat Entry Form by 11:59pm on Wednesday 30 April 2025.
- b. Entry into the Float Your Boat event is free.
- c. All costs associated with the participation in the flotilla such as fuel, maintenance, lights, equipment needed for the light display are the responsibility of the entrant.
- d. The event organiser offers a \$400 contribution to the first 20 Entrants to go towards the costs of purchasing lights, conduit and other equipment for the light display. Entrants can select to receive this contribution on the Float Your Boat entry form.
- e. The event organiser supplies geo-mesh, cable ties, some conduit and has rope lights available for use.
- f. Entries will be accepted only if submitted using the official Float Your Boat entry form.
- g. All submissions are to be received online using the OpenForms application form.
- h. The application form is available on the Float Your Boat website. Website is <https://lakemac.com.au/floatyourboat>
- i. Entrants requiring support to complete the entry form can contact Council staff by phone (02) 4921 0544 or email events@lakemac.nsw.gov.au by 5pm AEST Wednesday 30 April 2025.

7. Selection

- a. Entrants are selected based on having completed the Float Your Boat Entry Form and meeting all the criteria as outlined in the form and these Terms and Conditions.
- b. The maximum capacity of the flotilla is 30 boats. The first 30 Entrants that submit the entry form and meet the terms and conditions, will be accepted into the event.
- c. Successful Entrants will be notified within 5 working days of submitting their Float Your Boat entry form.
- d. Entries close at 11:59pm on Wednesday 30 April 2025. Late applications will only be accepted if the capacity of 30 boats in the flotilla has not been reached. In the instance that 30 boats enter the flotilla by Wednesday 30 April 2025, and there are people wishing to enter the event, a wait list will be created in case of any withdrawals from the event.

8. Prizes

- a. People's Choice Award – as voted by the public
 - i. First prize \$1000.00
 - ii. Second prize \$600.00
 - iii. Third prize \$400.00
- b. Mayor's Choice Award – decided by the Mayor or the Mayor's representative

- i. Mayor's Choice 5-10m – perpetual trophy and \$400 prize money
- ii. Mayor's Choice 10m and over – perpetual trophy and \$400 prize money

9. Float Your Boat Judging

- a. Only eligible Participants who have not been disqualified and who are not otherwise in breach of these terms and conditions will be considered in the judging process for the competition prizes.
- b. Boats using commissioned light displays supplied from Lake Macquarie City Council will not be eligible for judging.
- c. Boats using light displays supplied by Lake Macquarie City Council from previous Float Your Boat events will not be eligible for judging.
- d. The determination of the judging is absolute and final.

10. People's Choice Award Judging

- a. People's Choice Award will be determined by popular vote by the public.
- b. The judging for the People's Choice Award will be made online via Council website landing page - <https://lakemac.com.au/floatyourboat>
- c. People's Choice Award Judging will open at approximately 7pm on Friday 20 June 2025 or once photos of all eligible boats have been uploaded to Council's Float Your Boat website.
- d. People's Choice Award Judging will close at 11:59pm on Sunday 29 June 2025 with the winner announced on Monday 30 June 2025.
- e. The community can vote as many times as they like and can vote for more than one boat.
- f. The boat with the highest number of votes will be deemed the first-place winner.
- g. The boat with the second highest number of votes will be deemed the second-place winner.
- h. The boat with the third highest number of votes will be deemed the third-place winner.
- i. In the case of a tie for first place, the prize money (total of \$1000) will be split between the two (2) winners so \$500 each.
- j. In the case of a tie for second place, the prize money (total of \$600) will be split between the two (2) winners so \$300 each.
- k. In the case of a tie for third place, the prize money (total of \$400) will be split between the two (2) winners so \$200 each.

11. Mayor's Choice Awards Judging

- a. The Mayor's Choice Awards are judged by The Mayor of the City of Lake Macquarie or their nominated representative/s.
- b. Mayor's Choice Award judging will take place on the evening of Friday 20 June 2025 during the flotilla. The judging location will not be announced in order to maintain the integrity of the Event Parade Route.
- c. The judging will be assessed by the following criteria to determine the prize (Award) winners:
 - i. Overall visual impact
 - ii. "Wow" factor
 - iii. Creativity

12. Announcement of People's Choice Awards

- a. The People's Choice Award Winner will be announced on Monday 30 June, 2025.

- b. Winner will be announced on lakemac.com.au and www.facebook.com/lakemaccity

13. Announcement of Mayor's Choice Awards

- a. The Mayor's Choice Award Winners will be announced at the pre-event briefing & BBQ at Empire Marina Lake Macquarie on Saturday 21 June 2025. The Mayor or their nominated representative will be in attendance.
- b. Winner will be announced on lakemac.com.au and www.facebook.com/lakemaccity on Monday 23 June 2025.
- c. The Mayor's Choice Award winners and the People's Choice Award winners will be invited to a small ceremony with the Mayor at Council Administration Building 126-138 Main Road, Speers Point, NSW, 2284. The ceremony will be held after Float Your Boat and Council events team will be in contact with the winners to arrange this.

14. Prizes and Collection

- a. The awarding of the People's Choice Award prize will be made at 126-138 Main Road, Speers Point, NSW, 2284. The winners will be notified by the Event Organiser and arrangements will be made for the transfer of funds for the prize.
- b. The payment of the \$400 prize money for each Mayor's Choice Award winner will be organised after the event via electronic transfer of funds. The Event Organiser will contact both Mayor's Choice Award winners on Monday 23 June 2025.
- c. The Event Organiser retains the absolute discretion to require prize winners to provide proof of age, residential address and identity in a form determined by the Event Organiser before awarding the prizes.
- d. The prize must be claimed within one month. If after one month, the prize is unclaimed by the initial winner, the new winner will be notified by telephone or email within two business days of the awarding of the new prize.
- e. If the initial winner does not claim their prize within one month of being notified, the Event Organiser may award that unclaimed prize to the Participant who has received the next highest number of votes.
- f. Each Participant and each prize winner agree that all right, title, interest and risk in the prize vests in the winner upon its collection. Upon collection, the Event Organiser is not responsible if a prize is lost, stolen, destroyed, or used without the winner's permission.
- g. The Event Organiser's decision in relation to the interpretation and enforcement of the Terms and Conditions and the judging and awarding of the prizes is final.

15. Participating in the Flotilla

- a. The Event will take place over two days: Friday 20 June 2025 and Saturday 21 June 2025 (weather permitting). Participants must participate on both days of the Event.
- b. Commencement location on both Event days is Empire Marina Lake Macquarie located at 1 Nanda Street, Marmong Point NSW 2284. The Empire Marina Lake Macquarie is operated and managed by Empire Marina Bobbin Head Pty Limited ACN 115 748 199 as trustee for the Empire Marina Bobbin Head Unit Trust trading as Empire Marina Lake Macquarie ABN 33 632 688 991.
- c. On Friday 20 June 2025 at approximately 6pm AEST, Participants will travel from Empire Marina Lake Macquarie to Toronto, then Coal Point, then Wangi,

then return to Empire Marina Lake Macquarie in a single parade line (weather permitting). Further information will be provided to Participants about the flotilla route and times.

- d. On Saturday 21 June 2025 at approximately 5pm AEST, Participants will travel from Empire Marina Lake Macquarie to Belmont, Eleebana, Valentine, Warners Bay then return to Empire Marina Lake Macquarie in a single parade line (weather permitting). Further information will be provided to Participants about the flotilla route and times.
- e. It is essential that during the Event:
 - i. Participants hold and maintain a valid NSW RMS boat licence, boat registration, and insurance documents for the entered boat, which remain valid for the duration of the Event; and
 - ii. The Participant's boat is in a good state of repair and condition, is seaworthy and that the Participant ensures that it and any passengers on its boat comply with all relevant laws, rules and regulations concerning the use and operation of the boat.
 - iii. All navigational lights are in working order. Entrants will be disqualified from the event if it is found that any navigational lights are not working.
- f. The Event Organiser reserves the right to verify the validity of all prospective Participant entries and reserves the right to disqualify any individual prospective Participant or group of prospective Participants if, in its reasonable opinion, the prospective Participant(s) have tampered with the entry or verification process, including but not limited to the utilisation of techniques to make multiple entries or the submission of an entry that is not otherwise in accordance with these Terms and Conditions.

16. Event Specific Terms and Conditions of Participation

- a. Participants must be available to load-in their entered boat at Empire Marina Lake Macquarie between noon and 4pm AEST each day of the Event. Participants will be notified of a specific load-in time following confirmation by the Event Organiser of their eligibility to be a Participant by email. This load-time will be assigned based upon the final parade line-up. The assigning of load-in times is at the absolute unfettered discretion of the Event Organiser.
- b. The Event Organiser is responsible for determining in its absolute unfettered discretion a lead boat to set the pace of the parade. Participants are prohibited from passing the lead boat at any stage during the Event.
- c. The Parade Route is a pre-determined route that has been approved by RMS and other relevant authorities. Participants who deviate from the Parade Route will be barred from future participation.
- d. All Participants must stay in the parade line-up order during the Event as set by the Event Organiser.
- e. All Participants must adhere to all relevant laws, rules and regulations administered by RMS and other authorities to prevent being disqualified from the Event and any future events. RMS and NSW Police have ultimate authority over boating conduct on Lake Macquarie.
- f. During daylight hours, boats must stay east of the Empire Marina Lake Macquarie entrance unless otherwise directed by a duly authorised representative of the Event Organiser.
- g. RMS alcohol consumption rules apply to all Participants and their crew and passengers.
- h. Navigation lights on Participant's boats must be on at all times after dusk.
- i. All Participant boats must have two methods of communication with the lead boat, via a radio and phone.

- j. Participants must ensure that Participant boats do not engage in towing (except in case of emergency) or do not create more than minor wake of any kind during the Event.
- k. Generators: Participant's must ensure that generators comply with any relevant laws, rules and regulations and must only be used in accordance with the manufacturer's instructions.
- l. Light display: Participant's must ensure that:
 - i. All light displays are secured and will not detach from the boat.
 - ii. The light display is suitable for a family audience.
 - iii. The light display must not be controversial in nature
 - iv. Participant boats and light displays must not use flame, fire or pyrotechnics.
 - v. Participant light displays and any included music cannot include political or religious statements, profanity, slander, swearing or any language/comments that could be deemed inappropriate by the event organisers. This includes messages on your boat, clothes or signs.
 - vi. Light displays should not promote alcohol, illegal drugs, tobacco, firearms/weapons and/or any political agenda or message.
- m. Cancellation: If for any reason the Event (or any part thereof) is not capable of running as planned, whether caused by wind strength being more than 15 knots, inclement or unsafe weather, infection by computer virus, mobile phone failure, line drop out, bugs, tampering, unauthorised intervention, fraud, technical failures, cancellation of permits or approvals or any other cause beyond the control of the Event Organiser which corrupts or affects the administration, security, fairness or integrity of the Event, the Event Organiser reserves the right in its sole and absolute discretion, to cancel, terminate, modify or suspend and reschedule the Event (or part thereof). In the event of any such cancellation, termination, modification or suspension and rescheduling of the Event (or part thereof), the Participant wholly releases the Event Organiser from, and the Event Organiser disclaims, any liability form any claim for any loss or damage the Participant may have incurred directly or indirectly as a consequence of such cancellation, termination, modification or suspension and rescheduling of the Event (or part thereof).
- n. To ensure the Event commencing location at Empire Marina Lake Macquarie is not overcrowded, the Event Organiser recommends that Participants book a berth by contacting Empire Marina Lake Macquarie on 4958 3333 or emailing receptionlm@empiremarinas.com.au.
- o. All successful entrants in the flotilla will be required to provide the Event Organiser with the name and details of their light display. This information will sit on the Float Your Boat event website where the public will be able to find out more information about the boats and entrants in the flotilla. A photo of the light display will accompany this information once the photos have been uploaded to the website on the evening of Friday 21 June 2024. The boat driver's name and boat name will also be listed.

17. Intellectual Property, Photography and Media Promotion

Intellectual Property

- a. To the extent that a Participant or Prospective Participant claims any intellectual property and/or moral rights, title and interest in relation to its boat, any display on its boat or otherwise on the basis that it is a work of art, image, photograph, reproduction, or other artistic or other literary creation, those intellectual property and/or moral rights, title and interests remain vested in the Participant or Prospective Participant.

- b. However, the Participant or Prospective Participant hereby grants to the Event Organiser an irrevocable, royalty-free, non-exclusive, non-transferable and non-sublicensable licence to use such intellectual property and/or moral rights for the purposes of the Event.
- c. Further, the Participant or Prospective Participant represents and is taken to represent to the Event Organiser that:
 - i. any use, disclosure, reproduction, transmission, exhibition, communication, adaptation, publication or otherwise of such intellectual property and/or moral rights for the purposes of the Event in whatever form by or on behalf of the Event Organiser or its agents or subcontractors will not infringe the intellectual property or moral rights of any person and is consented to by all relevant right holders; and
 - ii. each right holder possessed of intellectual property and/or moral rights arising in relation to or connection with such intellectual property and/or moral rights agrees that its intellectual property or moral rights are not and will not be infringed by, and consents to, acts or omissions of the Event Organiser or its agents or subcontractors which would otherwise constitute an infringement of legislation dealing with intellectual property or moral rights.

Photography

- a. Participants acknowledge and agree that:
 - i. Boats will be photographed for promotional purposes by the Event Organiser or its agents or subcontractors.
 - ii. These images will become and are the property of the Event Organiser.
 - iii. By participating in this Event, the Participant consents to the use of any of these images that may include the Participant, their boat and display and passengers. This use by the Event Organiser may include sharing images online at the Event Organiser's absolute discretion.

Media Promotion

- a. If requested, Participants and prize winners must also consent to a short interview with the Event Organiser and the media where their interview responses may be used in media or promotional material at the Event Organiser's absolute discretion.

18. Licences and Insurance

- a. Participants must ensure that:
 - i. All boats, displays, trailers and other vehicles, plant and equipment used by the Participant to participate in the Event are fully licensed with RMS and are covered by any other permits required under any relevant law, rule or regulation or by any other relevant authority;
 - ii. All boats, displays, trailers and other vehicles, plant and equipment used by the Participant to participate in the Event and any Participant, crew and passengers are covered by public and product liability insurance of no less than \$10 million, any insurance it is required to hold by any relevant law, regulation or rule and any other insurance that a reasonable and prudent Participant would hold and maintain to insure against the risks of participating in the Event. Such insurances must be held during the full period of the Event and must be held with reputable insurers; and
 - iii. It provides evidence of its insurances by way of certificates of currency upon request by the Event Organiser and that evidence of its

insurances are present for inspection in its boat or trailers and other vehicles, plant and equipment used by the Participant to participate in the Event.

- b. The Event Organiser does not provide liability or other insurance for the protection of Event Participants (or crew or passengers), spectators, vendors, or merchants engaged in these activities and does not assume or accept responsibility for claims made as a result of them.

18. Liability and Indemnity

- a. Participants release the Event Organiser (and its directors, agents, members, employees and subcontractors) and Empire Marina Lake Macquarie are not liable for any loss or damage whatsoever which is or may be suffered, including but not limited to indirect or consequential loss, or for personal injury suffered or sustained during the course of the Event by the Participant, its crew or passengers, except for any liability which cannot be excluded by law.
- b. Participants hereby agree to indemnify and hold harmless, the Event Organiser (and its directors, agents, members, employees and subcontractors) and Empire Marina Lake Macquarie from and against any and all claims, demands, obligations, causes of action and lawsuits and all damages, liabilities, fines, judgments, costs (including settlement costs), and expenses associated therewith (including the payment of reasonable attorney fees and disbursements), in any way arising out of:
 - i. the failure of Participants, crew and passengers, to comply with these terms and conditions;
 - ii. the negligent or wilful acts or omissions of Participants, crew and passengers; and
 - iii. any breach of any law, regulation or law applicable to the Event or to the Participants obligations in relation to these terms and conditions.
- c. The releases and indemnities in these terms and conditions continue after the Event has ended.

19. Privacy

- a. All details submitted to the Event Organiser by prospective Participants and by Participants in relation to the Event will be held in accordance with the relevant privacy legislation, and Lake Macquarie City Council's Privacy Policy, which can be accessed by visiting www.lakemac.com.au or calling (02) 4921 0333.
- b. The Event Organiser reserves its rights to amend or vary these Terms and Conditions at any time prior to the Event. The Event Organiser will notify Participants of any such amendment or variation to these Terms and Conditions as soon as reasonably possible.
- c. The 'Refer a Friend' competition encourages Entrants to get family and friends to enter the flotilla. The Float Your Boat Entry Form 2024 asks Entrants to provide the contact name and email address of the friend that referred them. Entrants must have permission from the referred friend to pass on their contact details to Lake Macquarie City Council ('the Event Organiser') and are happy for the Event Organiser to contact them in relation to the Event.