



CONDITIONS OF ENTRY
Downs to Dallas Competition Terms and Conditions
Little Pig Consulting Business Excellence Awards (BEA) 2024

PART A - DETAILS

Promotion: Downs to Dallas

Promoter: Toowoomba Chamber of Commerce Inc of PO Box 3629, Toowoomba QLD 4350

Entrant: means you and each and every person who enters and participates in the Promotion held by the Promoter.

Promotion Period means:

- Commencement: 21 June 2024 at 7:00 am AEST
- Conclusion: 19 October 2024 at 8:30 pm AEST
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Draw Date means:

- 19 October 2024

Entry Eligibility:

1. All entry requirements and instructions, and information regarding the Prize form part of these Conditions of Entry. By participating in the Promotion, all entrants acknowledge, accept and agree to be bound by these Conditions of Entry.
2. The Promotion is open to Australian residents only who are aged 18 years and over, except those persons excluded under the Entry Restrictions.
3. All entrants must be members of the Toowoomba Chamber of Commerce, and must not be in apparent or actual breach of any policy of the Toowoomba Chamber of Commerce Code of Conduct as at the Conclusion date.
4. For the avoidance of doubt, if an entrant purchases multiple tickets and invites additional attendees, any attendee who is a member of the Toowoomba Chamber of Commerce will be an eligible entrant. However, any additional attendee who as at the Conclusion date is not a member of the Toowoomba Chamber of Commerce, will not be an eligible entrant and will not be included in the Prize Draw.
5. Directors, officers, management, employees, suppliers (including Prize suppliers and contributors) and contractors of the Promoter (and the immediate family members of the preceding persons) and its related bodies corporate, and the agencies and companies associated with this Promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.

PART B -

Entry Information and Requirements:

6. This Promotion is a game of chance. No skill is required to win this Promotion. Only **one (1)** entry per person is possible. In the case of an entrant entering the Competition more than once, the first entry will only be considered.
7. Entry in the Promotion is made by eligible entrants by purchasing a ticket to the Business Excellence Awards Gala Dinner 2024, and requires an entrant to agree to these Terms and Conditions of Entry before they are entered into the Promotion.
8. All entries received by the Promoter outside of the Promotion Period are invalid and will not be accepted. An entry that is incomplete or does not comply with these Conditions of Entry is invalid. The Promoter will not advise an entrant if their entry is deemed invalid.
9. The Promoter is not responsible for any late, erroneous, deleted, delayed transmission, defective, omitted, stolen, destroyed or unauthorised access entries.



Prize

10. There will be only one (1) winner of the Promotion.
11. The winner will receive the Prize. The Prize will include an up to \$5,000.00 (including GST) contribution to two (2) return tickets from Toowoomba, QLD Australia to Dallas, TX United States, and a one day tour of the Milton & King Premises at 900 Dragon Street, Dallas, TX United States valued at \$1,000.00 (including GST).
12. The Prize value includes the up to \$5,000.00 contribution to the two return tickets and tour of the Milton & King Premises valued at \$1,000.00, but does not include the cost of transportation to or from any airport, cost of accommodation, cost of food or cost of any associated expense incurred while in Dallas, TX United States.
13. The winner must secure the two (2) return tickets from Toowoomba, QLD Australia to Dallas, TX United States through Globetrotters Travel & Cruise at 172 Margaret Street, Toowoomba City QLD 4350, whether in their office or via their website.
14. The total Prize pool is valued at the recommended retail price (RRP) including GST when publishing these Conditions of Entry.
15. The Promoter accepts no responsibility for any change or variation in the value of the Prize during the Promotional Period or until the Prize is taken or received.
16. It is a condition of accepting any prize that the winner must comply with all the conditions of use of the Prize, or accompanies the Prize, and the Prize supplier's requirements. The Prize must be taken as is where it is, as stated, and no compensation will be payable if the winner cannot use the Prize as stated.
17. The Prize is non-transferable, non-exchangeable and cannot be redeemed for cash, subject to any written directions from a regulatory authority. If 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.
18. Following the drawing of the Prize, the Winner will be sent a formal letter noting that they are the valid winner. The Promoter will pay the \$5,000.00 (including GST) contribution toward the two (2) return tickets directly to Globetrotters Travel & Cruise following the drawing of the Prize, and will coordinate the tour of the Milton & King Premises directly with Milton & King following the drawing of the Prize, and will provide all relevant details of the tour to the Winner in due course following drawing of the Prize.

Prize Drawing Process

19. The Prize will be drawn at the Toowoomba Chamber of Commerce Business Excellence Awards 2024, which is to be held in Toowoomba, Queensland, Australia 4350 by no later than on 19 October 2024 at 8:30 pm AEST. The Prize will be drawn using a random selection method at the discretion of the Promoter and will be awarded to the valid winning entrant (**'the Draw'**).
20. The winner must be present at the Draw to be the valid winning entrant.
21. If the winner is not present at the Draw, the Promotion will be redrawn immediately following confirmation that the winner is not present (**'First Redraw'**).
22. If the winner of the First Redraw is not present at the Draw, then another redraw will occur. Redraws will occur continuously in the same manner as the First Redraw until a valid winner is drawn.
23. The Promoter takes no responsibility if the winner is not present at the draw, and is unable claim the Prize. The Promoter is not liable for any consequences of failure to attend the draw by an entrant, including (but not limited to) costs incurred.
24. The Promoter reserves the right to announce the winner publicly and/or publish or commission the publishing in any way, the winner's name, identity and/or any photographs of the winner. In accepting the Prize, the winner agrees to participate in and co-operate with all reasonable media requests. The winner grants the Promoter a royalty-free, perpetual, worldwide, irrevocable and non-exclusive licence to use, exploit and edit any photographic, video, sounds and audio-visual recordings in any medium it chooses and for any purpose, including promotional purposes associated with the winning of the Prize.

General

25. The Promoter may at its sole discretion amend, vary or remove any part of these Conditions of Entry from time to time during the Promotion Period for any reason and without notice to you, provided that it receives approval from the relevant government authorities (if required).
26. The Promoter reserves the right to require proof of identity, Australian residency status and any other details required to validate a winner's eligibility and entry. Acceptance of the proof of eligibility is at the discretion of the Promoter. A winner's entry will be deemed invalid if they cannot provide proof of eligibility.



27. In its absolute discretion but subject to any applicable laws or a requirement to provide notice to entrants, the Promoter may modify, suspend, recommence, or cancel the Promotion, if:
 - a. the Promotion is unable to be conducted for any reason or has been affected in any way by fraud, third party intervention and technical difficulties; and/or
 - b. the Promotion's security, fairness, integrity, administration or proper conduct is affected or is the subject of interference or corruption; and/or
 - c. any event outside the Promoter's reasonable control prohibits, hinders or prevents the determination of the winner or the delivery of the Prize.
28. To the greatest extent permitted by law, the Promoter excludes all warranties, representations or guarantees (collectively, **Warranties**) regarding the Promotion and the Prize, including any Warranties which may have been made in the course of advertising or promoting the Promotion. The conduct of the Promotion and/or the supply of the Prize 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.
29. Except to the extent that liability cannot be excluded by law or which would cause any part of this clause to be void or unenforceable, entrants release and indemnify the Promoter, its officers, directors, management and employees, the Promoter's related bodies corporate, any organisation or agencies associated with the Promotion or contributing any portion of the Prize, from and against all actions, penalties, liabilities, claims or demands that any entrant has or may have in the future or may have against the preceding parties, for any loss, damage or injury (including any special or consequential loss) suffered as a direct or indirect result of the entry or participation in the Promotion or winning the Prize or failing to win the Prize.
30. If despite the preceding clause, the Promoter incurs a liability to an entrant under any law which implies a Warranty into these Conditions 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.
31. Any entrant found to be abusing or circumventing the Promotion's entry processes may be disqualified at the Promoter's discretion. The Promoter reserves the right to verify all entries and claims for the Prize and reserves the right to disqualify an entrant where the entry process has, in their absolute opinion, been interfered or otherwise tampered with.
32. 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.
33. The Promoter takes no liability for any legal, financial or tax-related issues (including duties and taxes), obligations or implications that may arise from an entry in this Promotion or acceptance of the Prize. The Promoter recommends that all entrants obtain professional advice regarding the Promotion and before collecting the Prize.
34. Entry details remain the property of the Promoter and will not be returned to an entrant. As a condition of entering into this Promotion, entrants agree to assign all their rights 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 limitation of the foregoing, the Promoter may use entry content for any purpose, including, but not limited to, 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. It may otherwise do any acts or omissions which would otherwise constitute an infringement of any moral rights you may have as an author of the content.
35. Any decision made by the Promoter about this Promotion is final in nature and binding on the entrants. The Promoter is not under any obligation for any reason to enter into correspondence.
36. The Promotion and these Terms of entry will be governed by the law of the State or Territory in which the Promoter ordinarily resides. Entrants accept the non-exclusive jurisdiction of courts and tribunals of that State or Territory in connection with disputes concerning the Promotion.
37. Facebook, YouTube, Instagram, Snapchat or similar social media platforms 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, Instagram, Snapchat or similar social media platforms; and to release Facebook, YouTube, Instagram, Snapchat or similar social media platforms from all liability in relation to this Promotion. Any questions, comments or complaints regarding the Promotion should be directed to the Promoter and not Facebook, YouTube, Instagram, Snapchat or similar social media platforms.

Privacy & Your Information



38. By participating in the Promotion, entrants are consenting to the Promoter collecting, storing, using and disclosing their personal information in accordance with the *Privacy Act 1988* (Cth) [and the Promoter's Privacy Policy].
39. The Promoter will use an entrant's personal information for various purposes, including (without limitation) facilitating the Promotion, carrying on its business activities, marketing and promotional uses, statistical analysis and direct marketing, including sending an electronic message or telephoning the entrant. The Promoter may be required to disclose an entrant's personal information to third parties. Third-party disclosure of personal information may be required by law or at the Promoter's discretion to ensure that the Promotion runs in a just and fair manner or to facilitate the purposes listed above and for disclosure to an individual or organisation associated with the Promotion.

The Promoter's Privacy Policy contains important information about how entrants may access and correct their personal information held by the Promoter, how the entrant can complain about a breach of the Australian Privacy Principles and the complaint handling processes.

Entrants should direct all enquires relating to the Promoter's Privacy Policy or privacy concerns generally to the Promoter's Privacy Officer:

Privacy Officer Name: Todd Rohl
Privacy Officer Email: ceo@toowoombachamber.com.au.