

**“WIN 1 of 10 \$250 Flight Vouchers”**  
**BALLINA VFR RATES PROMOTION**  
**Ballina Byron Gateway Airport and Ballina Shire Council**

**TERMS AND CONDITIONS**

1. Information on how to enter and the prize form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian residents aged 18 years or over.
3. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto 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 1<sup>st</sup> cousin.
4. Promotion commences 9.00am on 12/10/2016 and ends at 11:59pm AEDST on 26/10/2016
5. To enter, individuals must, during the Promotional Period, visit [www.discoverballina.com/airportcomp](http://www.discoverballina.com/airportcomp), follow the prompts to the promotion entry page, input the requested details (including their full name, postcode, date of birth, valid email address, unique promotional code) with optional forwarding email addresses and submit the fully completed entry form so it is received by 11:59pm AEDST on 26/10/2016.
6. The prize will be drawn on 10am on Friday 28 October 2016 at the Ballina Byron Gateway Airport. The winner will be notified in writing by email.
7. Incomplete, invalid or indecipherable entry details will be deemed invalid.
8. Only one (1) entry permitted per person and per email address.
9. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Errors and omissions will be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
10. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
11. This is a game of chance and winners will be selected at random. Forfeiting or not claiming a prize within 7 days of being notified by the Promoter that they are a prize winner, the Promoter reserves the right to award the prize to the Eligible Entrant from a random draw.
12. The Promoter's decision is final and no correspondence will be entered into.
13. Each winner will receive a \$250 flight voucher on an airline of their choice between Rex Airlines, FlyPelican, Virgin Australia or Jetstar. Validity dates will depend on airline choice.
14. Any ancillary costs associated with redeeming the tickets are not included. Any unused balance of the vouchers will not be awarded as cash. Redemption of the tickets are subject to any terms and conditions of the airline issuer. Flight bookings and changes to travel arrangements are the responsibility of the prize winner.

15. If for any reason the winner does not take/redeem the prize (or an element of the prize at the time stipulated by the Promoter and airline voucher terms and conditions), then the prize (or that element of the prize) will be forfeited.
16. The prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash.
17. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
18. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
19. Any cost associated with accessing the competition entry website is the entrant's responsibility and is dependent on the Internet service provider used.
20. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.
21. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim 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 prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) taking/use of and/or participation in the prize.
22. The Promoter collects personal information in order to conduct the promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers and prize suppliers. Entry is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to access, update or correct information to the Promoter. All entries become the property of the Promoter.
23. The Promoter is Ballina Shire Council (ABN 53 929 887 369) of 40 Cherry Street, Ballina, NSW 2478.