

# Mingara and Anaconda's Father's Day Giveaway

## Terms and Conditions

### General

1. Information on how to enter and prize form part of the Terms and Conditions of Entry. Entry into this competition is deemed acceptance of these Terms and Conditions.
2. To the extent of any inconsistency between these Terms and Conditions and any other reference to this competition, these Terms and Conditions prevail.

### Who can enter

3. Subject to the clauses below, entry is open to existing members of Mingara Recreation Club who have fulfilled the requirements below ('Eligible Entrants'). Entrants must be over 18 as of the date of entry.
4. Employees, and their immediate families, of the Mingara, associated agencies and companies, contractors or individuals are not eligible to enter this competition. Immediate family means any of the following: spouse, ex-spouse, defacto spouse, child or stepchild (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
5. The Promoter is Mingara Recreation Club (ABN 81 001 662 648) (the 'Promoter'). The Promoter's address is 12-14 Mingara Drive, Tumby Umbi NSW 2261.

### How to enter

6. Entry to this competition is free, no purchase is necessary. To enter, Eligible Entrants must, during the Promotional Period (defined below): submit a fully completed entry form and provide all of the requested details, including (but not limited to) their first name, last name, and mobile number.
7. Entries must substantiate contact details on request to be eligible to win. Entrants may only enter the competition in their name. Inaudible, incomprehensible, illegible, false and incomplete entries may be deemed invalid.

### Number of entries permitted

8. Only one entry per member between 15 August 2025 and 07 September 2025 will be permitted.

### Open, close, draw and publish dates

9. The competition commences on Friday 15 August 2025 at 07:30 AM and closes on Sunday 07 September 2025 at 11:00 AM AEST ('Promotional Period'). Mingara Recreation club must receive entries before the competition closes.
10. The winners will be the first four valid entries drawn at 12-14 Mingara Drive Tumby Umbi NSW 2261 on Sunday 07 September 2025 at 12:00 PM AEST. Mingara will ensure that all entries have an equal chance of winning a prize.

**11.** The winners will be notified by phone within two business days of the draw. Following successful claim of the prize, their name will also be published on Tuesday 09 September 2025 on Mingara's ([www.facebook.com/mingaraclub](https://www.facebook.com/mingaraclub)) Facebook Timeline.

**12.** If the winner cannot be contacted or does not claim the Prize within 14 days of notification, Mingara will not publish the previous winner's name on Facebook, and reserve the right to withdraw the Prize from the winner and draw a replacement winner. The unclaimed prize(s) will be redrawn on Monday 22 September 2025 at 9:00 AM AEST at 12-14 Mingara Drive Tubi Umbi NSW 2261. The new prize winner(s) will be notified via phone within two business days of the redraw.

## **Prize**

**13.** The total number of competition winners in this competition is four. The prizes on offer

- (2) Kayak, Kayak Cart, Paddle, Life Jacket Pack each valued at \$580.00
- (2) Stand Up Paddle Board Pack each valued at \$499.00

**14.** If, for any reason whatsoever, a winner does not take an element of the prize at the time stipulated by Mingara, then that element of the prize will be forfeited by the winner, and cash will not be awarded in lieu of that element of the prize.

## **Further Terms and Conditions**

**15.** Any entrant found to have used a third party to enter on their behalf will have all entries invalidated, and any claim they have to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any prize awarded. The Promoter has sole discretion to determine if any entrant has breached this clause. The Promoter reserves the right to request any documentation to confirm if the entrant breached this clause. An entrant must provide any requested documentation to Mingara upon request. Mingara reserves the right to disqualify any entrant who provides false information or seeks to gain an unfair advantage or manipulate this competition.

**16.** Any entrant found to be entering incorrect contact details, including incorrect phone contact details, will have all entry invalidated, and any claim to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any prize awarded. Mingara has sole discretion to determine if any entrant has breached this clause. Mingara reserves the right to request any documentation to confirm if the entrant breached this clause. An entrant must provide any requested documentation to Mingara upon request.

**17.** Mingara reserves the right to request winners to sign a winner's deed of release (and indemnification) or any other relevant forms or agreements that the Promoter deems necessary to provide proof of identity, proof of age, proof of residency at the nominated prize delivery address. Proof of identification, residency, age and entry considered suitable for verification is at the discretion of Mingara. If a winner cannot provide suitable proof, the winner will forfeit the prize in whole, and no substitute will be offered.

**18.** Mingara reserves the right to conduct a redraw if an entrant, claiming to be a winner, cannot satisfy these Terms and Conditions or has breached these Terms and Conditions.

**19.** Mingara's decision in relation to any aspect of the competition is subject to State and Territory legislation but is also final and binding on each person who enters. No correspondence will be entered into. No responsibility is accepted for late, lost or misdirected entries. Prize is subject to availability, are not transferable to other people, are not exchangeable to other deals, offers, or vouchers, and are non-redeemable as cash.

## **Privacy collection statement**

**20.** Mingara Recreation Club collects entrants' personal information to conduct and promote this competition (including but not limited to determining and notifying winners). Mingara may disclose

personal information collected to an agent conducting the competition draw and for prize fulfillment. Mingara may also disclose personal information collected to Australian regulatory authorities, such as the regulators of trade promotions. Mingara will otherwise handle your personal information in accordance with its Privacy Policy available at [Mingara.com.au](http://Mingara.com.au). You may request access or to update your personal information or lodge a complaint by writing to Mingara Recreation Club (ABN 81001662648) of 12-14 Mingara Drive Tubi Umbi NSW 2261

## **Copyright, statutory guarantees, waiver and liability**

**21.** All entries and any copyright subsisting in the entries become and remain the property of the Promoter, who may publish or cause to be published any of the entries received.

**22.** In participating in the prizes, the winners agree to participate and cooperate as required in all editorial activities relating to the Competition, including but not limited to being interviewed, videoed and photographed. The winners agree to grant the Promoter a perpetual and non-exclusive license to use winners commentary, video footage and photography in all media worldwide, including online social networking sites, and the winners will not be entitled to any fee for such use.

**23.** Prize-winners are advised that tax implications may arise from their prize winnings, and they should seek independent financial advice before acceptance of that prize.

**24.** Mingara (subject to State and Territory legislation) reserves the right to amend, cancel or suspend this competition if an event beyond the control of the Promoter corrupts or affects the administration security, fairness, integrity or proper conduct of this competition. Mingara will disqualify anyone who has tampered with the entry process or any other aspect of this competition. In particular, computer-generated entries and "scripting" are prohibited and will not be accepted.

**25.** Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth), 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').

**26.** Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, Mingara (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 Mingara'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) use of a prize. The Promoter (including its officers, employees and agents) excludes all liability for any loss (including, without limitation, indirect, special or consequential loss or loss of profits or opportunity), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this competition including taking or using a prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law), including the Non-Excludable guarantees. Any change in the value of the prize occurring between the publishing date and the date the prize is claimed is not the responsibility of the Promoter.