



# STEAMFEST TIGERMOTH JOY FLIGHT GIVEAWAY 2024

## COMPETITION TERMS AND CONDITIONS

1. The promoter of the Steamfest Tiger Moth Joy Flight Giveaway ("Giveaway") is Maitland City Council, PO Box 220 MAITLAND NSW 2320. ABN: 11 596 310 805 ("Council").
2. The promotional period commences Friday 15 March 2024 and closes midday Friday 29 March 2024.
3. The winner will be selected by Monday 1 April 2024.
4. The winner will be notified by midday Monday 1 April 2024 via phone and will have until 4.00pm Wednesday 3 April 2024 to claim the prize.
5. The prize is a joy flight on Sunday 14 April 2024 during the ARTC Great Train Race in a Tiger Moth ("Prize"), owned and operated by Royal Newcastle Aero Club 604 New England Highway, Rutherford NSW 2320 ABN 79 000 021 045 ("RNAC"). The maximum value of the Prize is \$420.00, and it is non-refundable, non-transferable and not redeemable for cash.
6. The Prize is supplied by RNAC and is subject to the terms and conditions imposed by RNAC. Those terms and conditions include the following RNAC requirements that the winner must meet in order to claim the Prize ("Prize Requirements"):
  - a. Be 16 years old or above.
  - b. Be no more than 100 kilograms.
  - c. Be medically fit to participate in the flight, including being able to climb into the cockpit and tolerate windy and noisy conditions.
  - d. Agree to attend a safety briefing, wear appropriate clothing and protective equipment during the flight, and sign any waiver required by RNAC; and
  - e. Agree to be at Royal Newcastle Aero Club 1 hour and 30 minutes before the start of the race on Sunday 14 April (time to be advised).
7. At the time of notifying and/or claiming the prize prior to 3 April 2024, if the winner declines the Prize or upon questioning does not meet any of the Prize Requirements, then a new winner will be selected. The new winner will be notified no later than 10.00am Thursday 4 April and will have until 4.00pm Thursday 4 April to claim the prize. Should that winner decline the Prize or upon questioning not meet any of the Prize Requirements, there may be a new winner selected, however a new winner will not be selected after Friday 5 April 2024 and there will be no winner.



8. To the fullest extent permitted by law, Council is not liable for any loss, damage or injury suffered by the winner as a result of or in connection with the Prize. By accepting the Prize, the winner releases and indemnifies Council from and against all actions, liabilities, claims, costs or demands arising as a result of any loss or damage (including personal injury and death) sustained in connection with the Prize.
9. Delivery of the Prize on Sunday 14 April 2024 is subject to the below conditions:
  - a. Aircraft serviceability
  - b. Pilot availability
  - c. The weather conditions on the day
  - d. The winner meeting the Prize Requirements.
10. If RNAC determines (at RNAC's sole discretion) that:
  - a. The Prize cannot be delivered on Sunday 14 April 2024 due to conditions, RNAC will endeavour to provide a joy flight on another date by mutual agreement with the winner; or
  - b. The winner does not meet the Prize Requirements on Sunday 14 April 2024, the winner will not be entitled to the Prize and no other winner will be chosen.
11. If the winner has a ticket on The ARTC Great Train Race, or other train journeys that may clash with the Joy Flight times, the winner will be entitled to a full refund of the train tickets from Council.
12. Any additional expenses associated with the Prize will be at the cost of the winner.
13. The winner's name will be published and announced on the Steamfest Facebook page within a week of accepting the prize with permission from the prize winner.
14. Entry into this Giveaway is not open to the employees of Council or their immediate family members, or any employees or immediate family members of RNAC. "Immediate family members" means Grandparents, Siblings, Parents, Partners, Children and Grandchildren.
15. Entry into the Giveaway is only open to NSW residents aged 16 years and over. Council reserves the right to request the winner to provide proof of identity and residency.
16. If an entrant selected as a winner is found to be in breach of these terms and conditions, Council reserves the right to disqualify that entrant and a new winner will be selected. Should this occur after Friday 5 April a new winner will not be selected and there will be no winner.
17. If for any reason this Giveaway is not capable of running as planned (including but not limited to) technical failures, weather conditions, unauthorised intervention, pandemic, natural disaster or security concerns, Council reserves the right in its sole discretion to disqualify any individual and to cancel, terminate, modify or suspend the competition.
18. Should a dispute arise with an entrant regarding the Giveaway, Council's decision is final, and no correspondence will be entered into.
19. The personal information of all entrants will be managed in accordance with Council's Privacy Management Plan.
20. All entrants agree that their contact details will be shared with RNAC for marketing purposes.

