

## Balcony Bar & Oyster Co.

### Terms and Conditions

**TPL: LTPM /19/04647**

#### **1 THE PROMOTER**

The Promoter is Balcony Bar & Oyster Co. ABN 31365018099.

Address: 7/3 Lawson St, Byron Bay

Phone: 02 6680 9666

#### **2 ENTRY**

- 2.1 Entry is free and only open to residents of Australia only.
- 2.2 Employees and their immediate families of the Promoters, directors, management, related companies, retailers, suppliers and their agencies associated with this promotion are ineligible.
- 2.3 Entry is by guessing the 4 locations Benny & Betty the bivalves have been in Byron Bay by completing the required entry information including (but not limited to) Name, Email Address, Phone Number. All fields must be completed for entry to be valid.
- 2.4 The Promoter's decision is final and no correspondence will be entered into.
- 2.5 The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these terms and conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation are reserved.
- 2.6 Competition is open only to entrants over the age of 18 years.

#### **3 COMPETITION DATES**

- 3.1 The competition will commence on 01.08.19 at 9am and run until 31.08.19 at 11.59pm
- 3.2 The winner will be selected at random by Venue Marketing Manager with the first draw commencing 01.09.19 by 5pm NSW Daylight Savings Time

#### **4 THE WINNER**

- 4.1 The winner will be notified by phone on 02.09.19. Winners are logged and original winning entries are stored in venue. Winners need not be present to win.
- 4.2 The Promoter reserves the right to request winners to provide proof of identity, proof of residency, proof of age at the nominated prize delivery address and/or proof of entry validity (including phone bill) in order to claim a prize. Proof of identification, residency, age and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
- 4.3 The Promoter reserves the right to re-judge in the event of an entrant, claiming to be a winner, being unable to satisfy these Terms and Conditions.
- 4.4 The judges' decision in relation to any aspect of the competition is final and binding on each person who enters. No correspondence will be entered into. No responsibility is accepted for late, lost or misdirected entries.
- 4.5 In the event that the prize is not claimed within (4 weeks), a new winner will be re-drawn.
- 4.6 The Promoter is not responsible for any problems or technical malfunction of any telephone network or lines, computer on line systems, servers, or providers, computer equipment, software, technical

problems of the phone or of any phone network, or any combination thereof, including any injury or damage to participants or any other person's phone related to or resulting from participation or sending or receiving of any communication or of any materials in this competition.

## **5 PERSONAL INFORMATION**

- 5.1 All entries and any copyright subsisting in the entries become and remain the property of the promoter. The Promoter collects personal information about entrants to include entrants in the promotion and where appropriate award prizes. If the personal information requested is not provided, the entrant may not participate in the promotion. By participating in the promotion, each entrant also acknowledges that a further primary purpose for collection of entrants personal information by the Promoter is to enable the Promoter to use the information to assist the Promoter in improving goods and services and to contact entrants in the future with information on special offers or provide entrants with marketing materials via any medium including, but not limited to, mail, telephone and commercial electronic messages.
- 5.2 The Promoter may share information with its related companies or promotional partners who may contact entrants in this way with special offers.
- 5.3 By entering the promotion, each entrant agrees that the Promoter may use entrants' personal information in this manner. The entrant also agrees that the Promoter may publish or cause to be published the winner's name and locality in any media as required under the relevant lottery legislation.

## **6 THE PRIZE**

- 6.1 The prize is 1 night's accommodation at Elements of Byron in a Botanica Villa for up to two people. This Includes a la carte breakfast in Azure Bar & Grill, unlimited in-house movies, wifi and morning beachfront yoga (weather permitting). Expires 10<sup>th</sup> September 2020 (strictly no extensions) Blackout dates: 28 Sept – 14 Oct 2019, 15 Dec 2019 – 29 Jan 2020, 3-28 Apr 2020. All long weekends. Can only be used in one stay. Based on availability at the time of booking. Resorts normal minimum length of stay restrictions apply. Dinner for two at Balcony Bar & Oyster Co. for up to the value of \$200, to be used in one visit. A day kayak trip to Julian rocks. The prize is to the value of > \$1000. Prizes are not prohibited items and no individual prize will exceed \$1000.
- 6.2 Prize is subject to availability, not transferable or exchangeable and cannot be taken as cash.

## **7 COLLECTION NOTIFICATION STATEMENT**

Balcony Bar & Oyster Co. collects personal information from consumers during interactions driven by them via their websites, associated social media platforms, and in person at its venues and other external events. Balcony Bar & Oyster Co. does not collect personal information from any third party entities.

Consumers opt themselves in by entering a promotion and/or becoming a member of our e-newsletter list. Consumer details are collected when consumers enter a competition or promotion administered by Balcony Bar & Oyster Co. Information typically collected includes the following; first name, surname, email address, state, country, gender, postcode. Information collected may be used for the following purposes; with express consent to qualify for entry into Balcony Bar & Oyster Co. administered competition; and with consumers inferred or express consent for marketing and promotional purposes by The Sydney Collective venues. It is unlikely that Balcony Bar & Oyster Co. will disclose personal information to overseas recipients.

The failure by a consumer to provide personal information sought by Balcony Bar & Oyster Co. may mean they are ineligible for promotional entry; and may also affect the sale or delivery of goods or services. Balcony Bar & Oyster Co. aims to maintain the highest level of security across their own servers and only works with reputable third party clients who also maintain a high level of security with personal information collected and stored.

Balcony Bar & Oyster Co. does not disclose consumers personal information to third parties except in the event of a promotion or competition where software or suppliers external to the company may be engaged to execute the promotion. In any instance where information is disclosed to third parties, the third party agrees to maintain the confidentiality and security of such information, thus releasing Balcony Bar & Oyster Co. of any liability. Please view our Privacy Policy for guidelines on how to obtain access to any personal details Balcony Bar & Oyster Co. Holds, or on how to make a complaint in regards to a breach of privacy. For a full copy of the Balcony Bar & Oyster Co. Privacy Policy, go to [www.balcony.com.au](http://www.balcony.com.au)