

# NSW Office for Youth – Survey Competition – Terms and Conditions

Department	<b>Department of Communities and Justice</b>
Agency	<b>NSW Office for Youth</b>
Year	<b>2026</b>
Project	<b>Strategic Plan Survey</b>

## Terms

### 1 Interpretation and Definitions

#### 1.1 Interpretation

Unless the context requires otherwise, in these Terms and Conditions:

- (a) the terms set out in the left-hand column of the Details have the meaning ascribed to them in the right-hand column of the Details;
- (b) where any time limit pursuant to these Terms and Conditions falls on a day which is not a Business Day then the time limit will be deemed to have expired on the next Business Day unless otherwise specified;
- (c) references to persons include bodies corporate, government agencies and vice versa;

#### 1.2 Definitions

**Agency** includes where the context allows:

- (a) the Agency's successors and assignees;
- (b) officers, employees, agents, contractors, subcontractors, suppliers and consultants engaged or employed by or on behalf of the Agency (other than the Agency representative, its officers, employees, agents and subcontractors); and
- (c) any person authorised by the Agency.

**Benefitting Business** means the agency or business whose goods, services or brand are being promoted by the trade promotion, and which receives the commercial benefit.

**Business Day** means any day other than a Saturday, Sunday or public holiday in NSW.

**Claim** means any cost, expense, loss, damage, action, proceeding or other liability however arising and includes legal costs on a full indemnity basis.

**Closing date** means the date and time by which all entries must be received to be eligible for entry into the competition.

**Competition** means the Survey Competition conducted in accordance with these Terms and Conditions.

**Confidential Information** of a party means all trade secrets, financial information and other commercially or scientifically valuable information of whatever description and in whatever form (whether written or oral, visible or invisible) which:

- (a) is by its nature confidential (or which a party knows or ought to know (acting reasonably) is confidential);
- (a) a party has designated as confidential;
- (b) is capable of protection at common law or equity as confidential information; or
- (c) is derived or produced partly from information described in paragraph (a), (b) or (c) above, but does not include information that:
- (d) is in the public domain; or

- (e) a party receiving the information independently knows or develops other than as a result of a breach of this Agreement or any other obligation of confidentiality owed by or to any other person.

**Gaming Activity** has the same meaning as in the *Community Gaming Act 2018 (NSW)* as:

- (a) a game of chance or a game partly of skill and partly of chance; or
- (b) without limiting paragraph (a), the award of any prize by lot or on the basis of a chance contingency related to a horse race, sporting event, or competition.

**Participant** means:

- (a) a person who enters or competes in, or otherwise participates in, a gaming activity; or
- (b) a person on behalf of whom another person enters or competes, or otherwise participates, in a gaming activity.

**Parent or Guardian** means a person who has the legal parental responsibility for a child, including a person authorised by law to act on the child's behalf.

**Personal Information** has the same meaning as in the *Privacy and Personal Information Protection Act 1998 (NSW)*.

**Prize** means the prize(s) offered as part of the gaming activity or otherwise specified and may be subject to change upon fair notice.

**Promoter** means the NSW Office for Youth (ABN 36 433 875 185) whose head office is registered at 219-241 Cleveland Street, Redfern NSW 2012.

**Starting date** means the date and time upon which the survey commences, and entries are eligible to be received for entry into the competition.

**Trade Promotion** means a gaming activity conducted for the purpose of promoting goods or services provided by a business.

**Winner** means the person randomly selected from a list of Participants to obtain a prize and includes those persons selected as a result of a redraw.

## **2 Promoter**

- 2.1 The Competition is conducted by the Department of Communities and Justice, NSW acting through the Office for Youth (ABN 36 433 875 185) whose head office is registered at 219-241 Cleveland Street, Redfern NSW 2012 (“the Promoter”).

## **3 Duration**

- 3.1 The Competition commences at 12:00am on Friday 16 April 2026 (“the Starting Date”), Australian Eastern Standard Time.
- 3.2 The Competition closes at 11:59pm on Friday 17 July 2026, (“the Closing Date”), Australian Eastern Standard Time.

## **4 Eligibility**

- 4.1 Participants must be children and young persons between the ages of 14 and 24 years old living in NSW.
- 4.2 A Participant’s age for eligibility assessment purposes will be the age of the person as at the date the entry is received by the Promoter.
- 4.3 By submitting your entry, **you and your parent or guardian (if applicable) accept** to be bound by these Terms and Conditions.
- 4.4 Participants agree they have read the Privacy Statement, and where applicable, have obtained parent or guardian consent to participate.
- 4.5 The Promoter’s employees and anyone involved with the management of the Competition are not eligible to enter the Competition.
- 4.6 Each Participant is only eligible to win one prize.
- 4.7 The Promoter reserves the right to, in its sole discretion, disqualify any entry not made in accordance with these Terms and Conditions.
- 4.8 The Promoter is not responsible for late, lost or incomplete entries.

## **5 Method of Entry**

- 5.1 To enter the draw of the Competition, subject to clause 5.2, all Participants must:
- a) Complete the NSW Strategic Plan for Children and Young People 2027-2030 survey accessible through the link included in publicity materials.
  - b) Provide an accurate first name, last name, date of birth and email or residential mailing address.
- 5.2 Any entries sent or delivered elsewhere will not be accepted, except as follows:
- a) Where a prospective participant does not have access to an electronic device, the Promoter may distribute hard copies of the survey during service provision or any face-to-face consultation or interaction. Participants will be required to give the completed hard copy survey back to the Promoter’s staff. The answers to these hard copy surveys will be manually entered by staff to enable entry into the competition.
- 5.3 Only one entry from each Participant will be accepted into the Competition.

## **6 General Rules**

### **6.1 Fairness**

- a) This is a game of chance. Prizes will be drawn at random by the Promoter at its offices on 3 August 2026.

- b) Each entry has no financial cost or ticket associated with entry.
- c) Each entry has an equal chance to win.
- d) A Microsoft Excel function will be utilised to randomly select Winners from a list of Participants.
- e) Demographic details are collected as part of the survey but will not be linked to identify draw entrants in any way. These details will be removed during the extraction process of the draw entrants.

## 6.2 Transparency

- a) The Promoter will take all reasonable steps to publish and notify Participants of any changes to these terms and conditions.
- b) Participants in the survey will have the option to keep their answers anonymous. Participants will be invited to provide their contact details if they:
  - i. enter the Competition draw so they can be contacted if they win a prize; or
  - ii. wish to keep updated on the work of the Promoter via a newsletter; or
  - iii. wish to participate in consultations, surveys or polls with the NSW Government.

## 6.3 Accessibility

The Promoter will make these Terms and Conditions available to a Participant or to any potential Participant free of charge:

- a) upon request; and
- b) by displaying them in a prominent position on a publicly available website maintained by Promoter; and
- c) by publishing them at the place where the gaming activity is being conducted.

## 6.4 Approval

The Promoter has obtained written authority from an authorised representative of the Benefitting Business to conduct the gaming activity.

## 7 Prizing

7.1 There is a maximum of ten (10) prizes to be won.

7.2 The prize(s) will consist of \$100 e-gift cards to be determined as follows:

Category	Age	Prizes
1	14 – 17	Ticket to Zoo, EB Games Voucher, Red Balloon Experience Voucher, Eckersley Arts & Crafts Voucher, LEGO voucher, Office Works Voucher
2	18 - 24	Iconic Clothing Voucher, Red Balloon Experience Voucher, Ticketek Voucher, Dining Experience voucher, Dymocks Books Voucher, Office Works Voucher.

- 7.3 Winners will select from the above list of age-appropriate e-gift cards determined by the Promoter.
- 7.4 If a Winner is selected a second time, a redraw will occur to ensure 10 separate Winners are identified and eligible for one prize each.
- 7.5 Prizes are non-exchangeable, non-transferable and are not redeemable for cash or any other prizes.
- 7.6 If the prize is unavailable, for any reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value to the specified prize.
- 7.7 Winners will be notified via phone or email (if provided). If the Winner cannot be contacted by phone, the Promoter will leave a voice message and send an email to the Winner thereafter, if an email address has been provided.
- 7.8 The Winner must respond within 14 Business Days of notification by email and/or voice message to claim their prize.
- 7.9 If the Winner cannot be contacted or does not respond within 14 Business Days, the Promoter reserves the right to choose another winner ('Redraw Winner'). The same process will be repeated if the Redraw Winner also cannot be contacted or fails to respond within 14 business days.
- 7.10 Prizes will be delivered to Winners via their nominated email address.
- 7.11 The Winner should look to the manufacturer of goods or provider of services awarded as prizes for all warranties. However, these terms and conditions do not exclude or limit the application of any statutory provision (including a provision of the Australian Consumer Law) where to do so would contravene that statute or cause any part of these terms and conditions to be void.
- 7.12 There will be no bonus prizes awarded in this Competition.

## **8 Privacy**

- 8.1 By entering this Competition, the Participants consent to the Promoter collecting the following personal information: first name, last name, email address, contact number, postal address, age and gender.
- 8.2 By entering the Competition, all Participants consent to the use of their personal data by the Promoter for the purposes of the administration of this Competition and any other purposes to which the Participant has consented.
- 8.3 The Promoter is bound by the *Privacy and Personal Information Protection Act 1998 (NSW)*. Your personal information will be held by the Promoter. You have the right to access and correct the personal information held about you. If you would like to access or update your personal information, please contact us by emailing [participation@acyp.nsw.gov.au](mailto:participation@acyp.nsw.gov.au). A copy of our Privacy Policy in relation to the

treatment of personal information collected may be viewed at:  
<https://dcj.nsw.gov.au/about-us/gipa/privacy-policy.html>.

- 8.4 The provision of personal information is voluntary, but if you decide not to provide your personal information, we may not be able to accept your entry into the Competition.
- 8.5 If you are under the age of 18 years old, as set out in the Privacy Statement:
- a) We may contact your Parent, Guardian or carer in relation to your entry.
  - b) You must receive Parental or Guardian consent to make an entry.
- 8.6 If you are under the age of 18 years old, you must provide a valid phone number and email address for your Parent/Guardian so the Promoter may verify consent.
- 8.7 The Promoter is not responsible for incorrect or inaccurate information submitted by Participants such as phone number, email or mailing address.
- 8.8 The Promoter will not disclose any of your personal information to a third party without consent unless required by law. However, if you are under the age of 18 years old, the Promoter may contact your Parent or Guardian in relation to the Competition without your consent.

## **9 Publicity Materials**

- 9.1 By completing the survey and entering the Competition, the Participants acknowledge that if they win a prize, the Promoter may publicise on its websites, social media and in government publications, the first name, age and the region of residence of a prize Winner. Parental permission will be sought for the Winner's details to be made public if they are under 18 years old.

## **10 Miscellaneous**

### **10.1 Intervening Circumstances**

If for any reason this Competition is not capable of running as planned as a result of any technical failures, unauthorised intervention or any other causes beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Competition, the Promoter reserves the right (subject to applicable law) to disqualify any individual who (whether directly or indirectly) causes the same and/or reserves the right to cancel, terminate, modify or suspend the Competition. The Promoter accepts no responsibility for any error, omission, interruption, late, lost or misdirected entries not received by the Promoter due to technical disruptions, network congestion or any other reason.

### **10.2 Final Decision**

The Promoter's decisions and any actions in relation to the Competition are final and cannot be contested. No correspondence or discussion with Participants or any other person will be entered into.

### **10.3 Release and Indemnity**

To the extent permitted by law, all Participants release from and indemnify, the Promoter any third party it has engaged to execute this Competition and their personnel, against all liability, costs, loss or expense arising out of acceptance of a prize(s) or participation in the Competition including (but not limited to) loss of income, loss of opportunity, personal injury and damage to property, whether direct or consequential, foreseeable, due to some negligent act or omission or otherwise.

#### 10.4 Exclusion

The Promoter reserves the right to exclude any person participating in the Competition because the Promoter deems on reasonable grounds that the behaviour of a person may bring the Promoter or the NSW Government into disrepute.

#### 10.5 Termination

The Promoter may vary these terms and conditions of or terminate the Competition at any time at its absolute discretion without liability to any Participant or other person. The Promoter will not award the prize(s) if the Competition is terminated.

#### 10.6 Failure to enforce terms and conditions

A failure by the Promoter to enforce any one of these terms and conditions in any instance(s) will not give rise to any claim or right of action by any other person or Participant.

#### 10.7 Governing Law

These Terms and Conditions are governed by the laws of New South Wales.

#### 10.8 Severability

If any provision of these Terms and Conditions is unenforceable, illegal or void, then it is severed and the rest of these Terms and Conditions remain in force.