

Terms and Conditions
20 February 2024 to 31 March 2024

TERMS & CONDITIONS:

1. This Survey is governed by and subject to the following Terms and Conditions ('Competition').
2. Participation in this Competition constitutes an acceptance of these Terms and Conditions.
3. Information on how to enter and prizes form part of these Terms and Conditions.
4. The Competition commences 12pm (AWST) on Tuesday 20 February 2024 and concludes at 11.59pm (AWST) on Sunday 31 March 2024 ('Competition Period').
5. The promoter of the Competition is the City of Wanneroo ('Promoter').
6. Metrix Consulting Pty Ltd (ABN 87 140 615 756) ('Metrix') has been retained by the Promoter to administer this Competition.

ELIGIBILITY:

7. This Competition is open to City of Wanneroo residents and visitors, who submit a fully completed Survey during the Competition Period and are 9 years of age and over ('Participants').
8. Participants must fully complete and submit the Survey by 11.59pm (AWST) on Sunday 31 March 2024 to enter the Competition and be eligible to win a prize.
9. Employees of the Promoter and their family members are not permitted to participate in this Competition.

HOW IT WORKS AND PRIZE DRAW:

10. Participants must complete the Survey online or post their written survey to Community Development, the City of Wanneroo, 23 Dundobar Road, Wanneroo 6065 in time for it to reach the City by 31 March 2024, or hand in their written survey to the Reception at the Promoter's registered office at 23 Dundobar Road, Wanneroo. Participants are automatically entered into the Competition by completing and submitting the Survey Prize Draw information, unless they have opted out.
11. Participants will each receive a maximum of one (1) entry into the Competition upon the completion of the Survey.
12. A virtual prize draw will be conducted at 12.00pm (AWST) on Tuesday 2 April 2024 ('Draw Date') by Metrix from the pool of valid entries to determine three (3) winners ('Prize Winners') who will each receive a prize as outlined in Terms 14 to 16 below.
13. Prize Winners will be notified in writing by email and/or phone within ten (10) days of the Draw Date.

PRIZES (FOR DRAW):

14. The prize is 3 x \$200 e-gift cards ('Prize').
15. Each Prize Winner shall be awarded a Prize.
16. Maximum three (3) Prizes will be awarded in this Competition. The total value of all Prizes for this Competition is \$600.00.



IMPORTANT NOTICES:

17. Prizes are not negotiable or transferable and cannot be exchanged for cash. Each Prize must be accepted as awarded and no substitution, transfer, conversion or assignment of Prizes will be allowed, unless at the discretion of the Promoter, which may substitute a Prize of comparable or greater value.
18. The Promoter and Metrix will collect, use and handle Participants' personal information in accordance with the Promoter's Privacy Policy available at https://www.wanneroo.wa.gov.au/info/20003/your_wanneroo/425/privacy and Metrix's Privacy Policy available at <https://metrixconsulting.com.au/Privacy>. Participants' personal information obtained in relation to this Competition is for the sole purpose of identifying Prize Winners and will not be disclosed to any organisations other than the Promoter and Metrix, unless such disclosure is required by law.
19. Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights a participant may have under any statute, including the Competition and Consumer Act 2010 (Cth) which may not be excluded, restricted or modified by agreement ("Consumer Rights").
20. Subject to their Consumer Rights, each participant and any person partaking in any component of the Prize, releases and indemnifies the Promoter (including its employees, agents and contractors) and its associated entities from any claim, loss, damage, injury, expense, cost or charge sustained or in any way incurred in connection with the Prize or Competition or participation in the Prize or Competition.
21. The Promoter (including its employees, agents and contractors) has no liability to any person for injury (including illness or death), loss or damage whatsoever (including but not limited to direct, indirect, consequential or economic loss) suffered or sustained in connection with this Competition, the promotion of this Competition, or the awarding, condition, use or misuse of any Prize, except for any liability which cannot be excluded by law (in which case, that liability is limited to the greatest extent allowed by law). This clause does not apply to the extent that the Promoter's liability (if any) arises from an act or omission of the Promoter in respect of its supply of services and/or goods to the Prize Winners in the ordinary course of the Promoter's business.
22. To the fullest extent permitted by law, the Promoter excludes liability for any problems or technical malfunction or human error. The Promoter's responsibility for the provision of Prizes is limited to the prizes as described in these Terms and Conditions. The Promoter accepts no further liability or commitment beyond those stated and is not liable for any failure of the Promoter's agents or contactors to supply the Prizes as stated. All times are best estimates only and the Promoter does not guarantee that events will take place exactly at the times stated. The Promoter will not be responsible for any act, omission, failure or delay by the Promoter that is due to any acts which are not reasonably within its control, including as a result of any technical malfunction.
23. The Promoter may cancel or modify the Competition or these Terms and Conditions, subject to any relevant regulatory approval required. The Promoter will update these Terms and Conditions as soon as is practicable if this occurs. If the Competition is

cancelled, the Promoter may select the Prize Winner(s) from eligible entries received at the time of cancellation, if appropriate to do so in the circumstances.

24. In the event that the Prize Draw cannot be conducted at the specified time due to unforeseen circumstances outside the Promoter's reasonable control, the affected Prize Draw will take place as soon as is practicable after the delay has been resolved.
25. The Promoter shall not be liable in any way if any entries are unavailable as a result of technical malfunction or operator fault.
26. The Promoter's decisions in connection with any aspect of this Competition will be binding and final on every Participant.
27. Any failure to comply with these Terms and Conditions may result in the disqualification of any Participant and such disqualification will be at the Promoter's sole discretion.