

The Wanneroo Botanic Gardens' Magic of Christmas 2023 City of Wanneroo Residents Competition

Terms and Conditions

1. This Competition is a promotion run by the City of Wanneroo ("Promoter") ABN 64 295 981 165.
2. Entries and information on prizes and how to enter form part of these Terms and Conditions.
3. Participation in this Competition constitutes acceptance of these Terms and Conditions.
4. Entry to this Competition is free and open only to persons aged 18 years and over who live within the City of Wanneroo.
5. Employees of the Promoter and their immediate family members are ineligible to enter.
6. The competition commences 8am AWST (Australian Western Standard Time) on Friday 15 December 2023 and closes 5pm AWST on Monday 18 December 2023 ("Competition Period").
7. Entries received after that time or not completed in accordance with these Terms and Conditions will not be eligible to win a prize.
8. To enter, participants must post a 'comment' with the name of their favourite Christmas tradition on the competition post published on the Promoter's official Facebook page. The comment must be posted on the competition post itself (i.e. not shares of the post) to be considered for the prize draw.
9. The Promoter reserves the right to delete any inappropriate entries (e.g. any entries using obscene language or that are not relevant to the competition). These deleted entries will be ineligible to win a prize.
10. Incomplete or indecipherable entries will be deemed invalid.
11. Only one entry per participant.
12. 13 individual winners will be selected from the eligible entries received ("Winners"), made up of one (1) major prize winner and 12 minor prize winners.
13. The Winners will be chosen at random by software, from all entries received and verified by the Promoter on Tuesday 19 December 2023.
14. The first entry drawn will be offered the major prize. The 12 subsequent entries drawn will be offered the minor prize. Entries are eligible to win one prize only.
15. The Winner drawn for the major prize will receive entry to The Magic of Christmas for four (4) people and a Mini Group Pass valid for 36 holes of glow golf for 2 adults and 2 children or 1 adult and 3 children, valued at \$88.00 valid from 1 to 7 January 2024
16. The Winners drawn for the minor prize will receive a sightseeing pass to The Magic of Christmas for two (2) people, valued at \$16.00, valid from 1 to 7 January 2024.
17. The major prize Winner will be announced via the Promoter's official Facebook page by 5pm AWST on Tuesday 19 December 2023. The Winner will have 24 hours from the time the Winner's name is announced or the Winner is notified by the Promoter (whichever is earliest), to contact the Promoter to claim their prize. If the Winner does not respond to the Promoter within this time, the Winner will forfeit the prize and a new winner will then be redrawn from the total entry pool.
18. Minor prize Winners will be notified via the Promoter's official Facebook page by 5pm AWST on Tuesday 19 December 2023. Minor prize winners will need to contact the Promoter to claim their prize. There will be no redraw for unclaimed minor prizes.

19. Winners will need to provide the Promoter with personal contact information and proof of City of Wanneroo residency to claim the prize. Winners agree for the Promoter to share this information with the operators of the Wanneroo Botanic Gardens who will contact the Winners directly to collect their prize.
20. The Promoter's decision in relation to all aspects of this Competition is final and binding on all who enter and no correspondence will be entered into.
21. Prizes are not refundable or redeemable for cash.
22. Prizes are subject to availability and all other relevant Terms and Conditions, and may alter at the discretion of the Promoter.
23. The Promoter will not be liable for any costs associated with claiming a prize.
24. By accepting the prize, Winners consent to the Promoter publishing their name and entry response in any form and using photographs and/or video of the Winner (taken by authorised parties of the Promoter).
25. Photographs, video and the Winners' name and entry may be used for promotional and related purposes in media including, but not limited to, the Promoter's publications, website or social media platforms, without compensation to the Winners.
26. Copyright over the photographs and/or video remains with the Promoter.
27. The information that entrants provide will be used by the Promoter for the purpose of conducting the Competition. By entering this Competition entrants consent to the use of their contact details for the purposes described in these Terms and Conditions.
28. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) 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 the Competition, including, but not limited to, where arising out of the following:
 - a) any technical difficulties or equipment malfunction (whether or not under the Promoter'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 conditions of entry;
 - e) any tax liability incurred by a Winner or entrant;
 - f) participation in the Competition; and/or
 - g) redemption of the prize, and

this includes, without limitation, personal injury, death, and property damage, and claims based on publicity rights, defamation, or invasion of privacy.

29. The Promoter is not responsible for any incorrect or inaccurate information, or for any of the equipment or programming associated with or utilised in this Competition, or for any technical error that may occur in the course of the administration of this Competition. The Promoter assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to or alteration of entries.
30. This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook. All entrants unconditionally and irrevocably release and discharge Facebook from any and all liability in relation to this Promotion. Entrants understand that they are providing their information to the Promoter and not to Facebook.