

Wanneroo Way 2023 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. Employees of the Promoter and their immediate families are ineligible to enter.
- 5. Entry to this Competition is free.
- 6. The Competition period commences 12noon AWST (Australian Western Standard Time) Wednesday 12 April 2023 and closes 5pm AWST (Australian Western Standard Time) on Wednesday 12 July 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, entrants must provide a nominee for Wanneroo Way by completing and submitting the nomination form at wanneroo.wa.gov.au/wannerooway.
- 9. Nominees, not entrants, will be eligible to win a prize.
- 10. Nominees must be residents or ratepayers of the City of Wanneroo.
- 11. Three (3) winners will be chosen from all eligible nominees ("Winner/s") at the Promoter's discretion.
- 12. 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.
- 13. Winners **must** claim their prize within three (3) months of notification of their winnings in accordance with term 18. The City will not accept late Prize claims beyond the three (3) month period.
- 14. Each Winning entry receives only one Prize.
- 15. The three (3) "Prizes" consist of a total value of \$300 and comprise:
 - a. three (3) vouchers up to the value of \$100 each.
- 16. Prize components may alter at the discretion of the Promoter.
- 17. Prizes are not refundable or redeemable for cash and are not transferable.
- 18. Prizes are subject to availability and all other relevant Terms and Conditions.
- 19. Any winners under the age of 18 will require parent/guardian consent to collect a Prize.
- 20. The Winners will be notified by phone, email or mail.
- 21. The Promoter will not be liable for any costs associated with claiming a Prize.
- 22. 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.
- 23. Winners will need to provide the Promoter with personal contact information, including an address for shipping purposes, to claim the prize.
- 24. 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;
- 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.

25. 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.