

**“Cabin Fever Festival”
Terms and Conditions**

By entering the “Cabin Fever Festival (“the Competition”), you are agreeing to the following terms and conditions:

1. STANDARD TERMS

1.1 Instructions on how to enter, prize details and other information contained within the promotional advertisements form part of these terms and conditions. By participating, in this promotion entrants agree to be bound by these terms and conditions.

2. WHO CAN ENTER?

2.1 Subject to clause 2.2, entry is open to all residents of Western Australia aged 18 years of age or older, Photo identification may be required upon collection of the prize.

2.2 Employees (and their immediate families) of Seven Network (Operations) Limited, West Australian Newspapers and their associated agencies and companies are not eligible to enter.

3. HOW TO ENTER

3.1 The Competition commences on **Sunday 17 January 2019 5:00pm AWST** and concludes on **03 March 5.00pm 2019 AWST** (“Competition Period”).

3.2 All entry fields must be completed unless market optional to be considered a valid entry.

3.3 All entrants in the Competition may only enter. All entrants found to have entered more than once will have their subsequent entries disqualified.

3.4 Entries must be received by **03 March 5.00pm 2019 AWST**

3.5 The Promoters are not responsible for any data or other information related to this competition that may be lost, damaged as a result of any computer software or hardware malfunction. Any issues occurring as a result of computer / server/ software problems will be rectified as quickly as possible.

3.6 If any entries are deemed at the Promoter’s final discretion to be made via “scripting”, those entries will be deemed invalid and will not be accepted.

4. PRIZES

4.1 There will be **one (1)** prize winner who will receive the prize package detailed in clause 4.2.

4.2

Number	Full Details	RRP (inc. GST)
1 x Prize Package	Travel package for the Cabin Fever Festival 2019 including: <ul style="list-style-type: none">• 2 night accommodation for 2 people• Tickets to Cabin Fever Festival• Fuel Voucher	\$2,200
	TOTAL MAXIMUM PRIZE POOL VALUE	\$2,200

Total maximum value prize package value is \$2,200. Prize value is correct as at the date of printing. The Promoter accepts no responsibility for change in prize value between now and the ultimate date on which the prize is taken.

4.3 In accepting the Prize Package, the winner and their nominated companions must abide by the following conditions:

a) The Prize is event based and the winner and their nominated companions must utilise the prize on the allocated dates. No compensation will be payable if the winner is unable to use the Prize or any element of the Prize as stated. No compensation will be payable if the winner is unable to use the Prize or any element of the Prize as stated:

a) In the event that an element of a travel, event, concert or other similar prize outlined above is, for

- any reason, cancelled, postponed or not available, that element(s) of the prize will be considered as forfeited and no cash alternative offer will be granted in lieu of the part of the prize.
- 4.4 The Prize winner and their nominated companions must participate in and co-operate with all reasonable media editorial requests, including but not limited to, being interviewed and photographed, and the Winners grant the Promoter a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide and the Winners will not be entitled to any fee for such use.
- 4.5 The prize winner and their nominated companions agree they will not sell or otherwise provide their story and/or photographs to any media or other organisation.
- 4.6 It is a condition of accepting the Prize that the prize winner and their nominated companions must comply with all the conditions of use of the Prize and the Promoter's requirements.
- 4.7 Prizes cannot be redeemed for cash and are not transferable or exchangeable.
- 4.8 The prize winner must provide valid identification to the Promoter.
- 4.9 Unless expressly stated in these terms and conditions all other expenses related to the Prize become the responsibility of the Prize Winner and their nominated companions. Subject to the Prize stipulated in clause 4.2, the Prize Winner and their nominated companions are responsible for all expenses including but not limited to travel expenses.
- 4.10 Independent financial advice should be sought as tax implications may arise as a result of accepting the Prize.
- 4.11 The promoter may vary these terms and conditions at its discretion.
- 4.12 Full details of Prizes can be obtained by telephone Seven West Media in Perth on 9482 3111.
- 4.13 Subject to state permit authority restrictions, the Promoter may amend these terms and conditions in its absolute discretion.

5. HOW TO WIN

- 5.1 There will be **one (1)** prize winner randomly drawn from all valid entries. A valid entry consists of the completion of the registration form on thewest.com.au/competitions, including (but not limited to) personal details. The draw will be held at Newspaper House, 50 Hasler Rd Osborne Park 6017 WA on **04 March 2019 AWST**.
- 5.2 A member of the Seven West Media (WA) Marketing department will contact the prize winner by a phone call within two business days of the draw and a letter advising the prize winner of their prize will also be emailed to the email address on the entry.
- 5.3 The Promoter's decision is final and the Promoter will not enter into correspondence regarding the result.
- 5.4 The Promoter may in its absolute discretion deem entries invalid subsequently to a prize winner being notified or a prize winner's name being announced if it is discovered that the prize winner did not enter the Competition in accordance with these terms and conditions. In these circumstances, an additional draw will be conducted.
- 5.5 It is a condition of accepting the prize that the prize winner (and any companions) may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.
- 5.6 This prize package is event based. Subject to state government legislation the prize winner must accept their prize and utilise it subject to dates outlined in clause 4.3. In the event of an unclaimed prize, an unclaimed prize draw will take place at Seven West Media (WA) on 11 March 2019 and the prize winner will be notified by a phone call within two days of the draw.

6. NO LIABILITY

- 6.1 In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the Competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the Competition and recommence it from the start on the same conditions, subject to state government legislation.
- 6.2 Seven Network (Operations) Limited, West Australian Newspapers Ltd and their associated agencies and companies will take no responsibility for prizes damaged or lost in transit, or late, lost or misdirected mail.

- 6.3 Seven Network (Operations) Limited, West Australian Newspapers Ltd, and their associated agencies and companies will not be liable for any misadventure, accident, injury, loss (including but not limited to consequential loss) or claim that may occur:
- a) during the entry process or the draw;
 - b) in the participation, acceptance or use of any element(s) of the prize;
 - c) as a consequence of late, lost or misdirected mail;
 - d) due to the broadcast of any program relating to the Competition or the publication of any material, including any statements made by any compere, staff member, journalist, other entrants or any other person;
 - e) in relation to failure of an SMS entry message to be received by the Promoter on account of technical problems or traffic congestion; or
 - f) arising from or related to any problem or technical malfunction of any telephone network, internet connection, perthnow.com.au website outage or lines or mobile communications network related to or resulting from participation in this promotion.
- 6.4 Seven Network (Operations) Limited, West Australian Newspapers Ltd and associated agencies and companies assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of entries, and reserves the right to take any action that may be available, subject to state government legislation.
- 6.5 If for any reason the Competition is not capable of running as planned, due to causes including but not limited to tampering, unauthorized intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupt or affect the administration security, fairness, integrity or proper conduct of the Competition, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the Competition, subject to state government legislation.
- 6.6 By entering the competition, and by collecting a prize, the prize winner acknowledges and accepts that driving, travel and any other activities comprising the prize, are inherently dangerous and may result in death, injury, incapacity, damage to property or other losses. Neither the Promoter is not responsible for any acts of god, such as adverse weather conditions or industrial action or civil commotion that may occur whilst the prize winner is travelling. It is the responsibility of the prize-winner to enquire about local issues and conditions at destinations prior to travel.
- 6.7 The Promoter reserves the right to reasonably amend or vary these terms and conditions at its sole discretion, orally or in writing, for the purpose of Seven's programming, scheduling or production requirements.

PROMOTER'S DETAILS

- 7.1 The Promoters are Seven Network (Operations) Limited (ABN 65 052 845 262) of Level 2, 38-42 Pirrama Road, Pyrmont, NSW 2009 and West Australian Newspapers Ltd (ABN 98 008 667 632) of 50 Hasler Road, Osborne Park WA 6017.
- 7.2 West Australian Newspapers Limited (ABN 98 008 667 632) and its related entities ("WAN"), are collecting your personal information for the purpose of conducting and promoting this Competition, including for the purpose of identifying and notifying winners and understanding our audiences. WAN will otherwise handle your personal information in accordance with Seven West Media's Privacy Policy which contains information regarding how you can access your personal information, correct it and/or make a complaint about our handling of your personal information. Seven West Media's Privacy Policy is available at <http://www.sevenwestmedia.com.au/privacy-policies/privacy/>. By providing your personal information, you agree to the terms of this Privacy Policy. Without limiting the foregoing, WAN may disclose the entrant's personal information to their related entities, business partners and external service providers for research and profiling purposes as well as other purposes reasonably related to the entrant's relationship with them. In addition, by entering this competition, you consent to WAN using your personal information for the purpose of WAN entities sending you information regarding programs, products and services available through them and/ or through their business partners, and to WAN from time to time sharing your personal information with carefully selected business partners for the purpose of them sending you such information directly. We will always provide you with the ability to opt out of those communications.

- 7.3 If an Entrant does not want their details to be used for the purposes stated in clause 7.2. they must write to West Australian Newspapers Ltd by email to privacy@wanews.com.au or post to Privacy Officer, GPO Box D162, Perth WA 6840 and West Australian Newspapers Limited will ensure that the details are not used for that purpose.
- 7.4 It is a condition of entry that all prize winners agree to have their name, photo, video and suburb published for publicity purposes if required. By participating in this competition, participants signify their acceptance of all conditions and the requirement to participate in promotional activity if required.