

## **The West Australian Great Easter Hunt Terms and Conditions**

1. Unless otherwise advised, these Terms and Conditions apply to ***The West Australian Great Easter Hunt promotion ("The Competition")***. Information on how to enter and prizes forms part of these Terms and Conditions. Participation in *The West Australian Great Easter Hunt* promotion is deemed acceptance of these Terms and Conditions. The Promoter is West Australian Newspapers Limited, 50 Hasler Road Osborne Park WA 6017 (ABN 98 008 667 632).

### **WHO CAN ENTER?**

2. Entry is open to all residents of Western Australia over the age of 18 except employees and immediate families of the Promoter, associated companies and agencies and participating outlets. Immediate family means any of the following: spouse, ex-spouse, de facto spouse, child or stepchild (whether natural or by adoption), parent, step parent, grandparent, step grandparent, uncle, aunt, niece, nephew, brother, sister, step brother, step sister or first cousin.

### **HOW TO ENTER**

3. The Competition commences on **Tuesday 16 April 2019 at 00:00 AWST** and concludes on **Saturday 20 April 2019 at 14:00 AWST** ("Competition Period").
4. To enter you must purchase The West Australian on Tuesday 16,17,18 & 20 April 2019
5. Look through the paper to collect the clues as to the 5 locations that the Whistler Chocolate Easter Hampers are located.
6. On Saturday 20 April 2019 five (5) Whistler Chocolate Hampers will be on display at five different retailers that the clues have been unveiling. People fill the Great Easter Hunt coupon out this is in Saturday 20 April 2019 edition of The West Australian and place it in the entry box at one of the five(5) retailers by 14:00 AWST Saturday 20 April 2019.
7. All entrants in the Competition may only enter once. All entrants found to have entered more than once will have their subsequent entries disqualified
8. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. Incomplete, indecipherable, inaudible or illegible entries will be deemed invalid. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to verify the identity of the entrant. Unless stated otherwise, all times are local Perth time.

### **HOW TO WIN**

7. There will be **six (6)** prize winners.
8. From 14:00 AWST there will be a random draw at each of the five (5) Chocolate Easter hamper locations from all valid entries in the entry box and one person will be drawn as the winner at each site
9. A valid entry consists of a Great Easter Hunt entry coupon from Saturday 20 April 2019 edition of The Weekend West with all required contact detail
10. A staff member of each retail outlet will call the winner and instruct them to return to the outlet to redeem their prize.
11. All entries will be returned to The West Australia and a second chance draw will occur from all valid entries from all five(5) locations from 10:00 AWST Friday 26 April 2019.
12. In the event that any of the Easter Hampers have not been claimed by Friday 3 May 2019 the prize will be forfeited and a new winner/s will be drawn from all valid entries
13. The Promoters decision is final and the Promoter will not enter into correspondence regarding the result.
14. The Promoters may in their 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.
15. Winners of any age may be required to provide satisfactory identification and sign a winner's deed of release or any other relevant forms or agreements that the Promoter deems necessary before a prize may be awarded.

### **PRIZES**

16. There are six (6) prizes on offer worth over \$180 that each consist of:
  - 1 x 3kg Whistler Chocolate Bunny
  - Various Whistlers Easter Eggs. The quantity and variety are at the discretion of the Promoter

17. In accepting the prize the winner(s) acknowledges that the Promoter may use their name and other personal information for reasonable publicity purposes and agrees to participate in and co-operate with all reasonable media requests, including but not limited to, being interviewed and photographed, and the winner(s) grant the Promoter a perpetual and non-exclusive licence to use and such footage, photographs, interviews and other personal information in all media worldwide, including the right to sub-licence these rights. The winner(s) will not be entitled to any fee for such use.
18. Second Chance draw winner will need to collect their prize from Whistler's Chocolate Company at 506 Great Northern Hwy, Middle Swan WA 6056. Winners for the five retail outlet draws will be required to collect their prize from the outlet they entered from and was drawn the winner. Any alternative collection arrangements are at the cost and liability of the winners.
19. The prize winners and their nominated companions agree they will not sell or otherwise provide their story and/or photographs to any media or other organisation.
20. It is a condition of accepting the Prize that the prize winners and their nominated companions must comply with all the conditions of use of the Prize and the Promoter's requirements.
21. Prizes cannot be redeemed for cash and are not transferable or exchangeable.
22. The prize winners must provide valid identification to the Promoter.
23. Unless expressly stated in these terms and conditions all other expenses related to the Prizes become the responsibility of the Prize Winners and their nominated companions.
24. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State Regulation. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
25. The Promoter holds no liability for perished or damage the hampers sustains prior or during prize collection

#### **Further Terms & Conditions**

26. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoters 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.
27. 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. arising from or related to any problem or technical malfunction of internet connection, or lines or mobile communications network related to or resulting from participation in this promotion.
28. West Australian Newspapers Ltd, 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.
29. 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 Promoters and/ or Prize provider which corrupt or affect the administration security, fairness, integrity or proper conduct of the Competition, the Promoters reserve 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.
30. Entrants consent to the Promoter using the entrant's name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.

31. Any entrant found to be using any form of software or third-party application to enter multiple times (including scripting software) will have all entries invalidated and any claim to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any awarded prize to the Promoter. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.
32. Any entrant found to be entering incorrect contact details, including incorrect email contact details, will have all entries invalidated and any claim to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any awarded to the Promoter. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.
33. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth), as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective 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 promotion.
34. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and 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: (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 Terms and Conditions; (e) any tax liability incurred by a winner or Entrant; or (f) use of a prize.
35. The Promoters' decision on all matters related to this competition is final and cannot be contested. No correspondence will be entered into. The Promoters' reserve the right to amend these terms and conditions without notice if considered necessary without notice.

## **PRIVACY**

36. 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://info.thewest.com.au/documents/WAN\\_PrivacyPolicy.pdf](http://info.thewest.com.au/documents/WAN_PrivacyPolicy.pdf). By providing your personal information, you agree to the terms of these privacy policies. 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 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.
37. If an Entrant does not want their details to be used for the purposes stated in clause 38 they must write to West Australian Newspapers Ltd by email to [privacy@wanews.com.au](mailto: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.