

**'Boomers v Canada ticket giveaway' promotion  
Terms and Conditions**

By entering the **"Boomer v Canada giveaway" promotion** ("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 and point of sale materials form part of these terms and conditions.
- 1.2 By participating in this competition 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 and can attend the Boomers v Canada Basketball game at RAC Arena Friday 16 August 2019.
- 2.2 Employees (and their immediate families) of Seven Network (Operations) Limited, West Australian Newspapers, prize suppliers and their respective associated agencies and companies are not eligible to enter.

**3. PROMOTIONAL PERIOD**

- 3.1 The Competition commences on **Friday 9 August 10:00 2019 AWST** and concludes on **Monday 12 August 08:00 AWST** ("Competition Period").

**4. HOW TO ENTER**

- 4.1 To enter the competition you must:
  - 4.1.1 Visit the perthnow Instagram account(@perthnow) between Friday 9 August 10:00 and Monday 12 August 08:00 AWST
  - 4.1.2 Find the 'Win Tickets to the Boomers v Canada' post, like @perthnow and @peaksport and then comment on the post nominating the person you would take to the game if you won the two tickets by **Monday 12 August 08:00 AWST**.
- 4.2 All entrants in the Competition may only enter once. All entrants found to have entered more than once, will have their subsequent entries disqualified at the Promoter's sole discretion.
- 4.3 Neither the Promoters nor any prize suppliers are 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.
- 4.4 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.

**5. PRIZES**

- 5.1 There will be **one (1)** prize winner who will receive the prize package detailed below in clause 5.2:
- 5.2 The winner will receive:
  - (a) two tickets to the Boomers v Canada basketball game at RAC Arena **Friday 16 August 2019**
  - (b) A Matthew Dellavadova T-shirt. Size, colour and style subject to availability.
- 5.6 The prize winners and their nominated companions must be over the age of 18.
- 5.7 Unless expressly stated in these Terms and Conditions all other expenses related to the Prize become the responsibility of the Prize Winners and their nominated companions. All costs associated with the Prize which are not expressly stated in these Terms and Conditions to be included, including but not limited to ground transportation, meals and gratuities are at the winner's expense.
- 5.8 Prize may not be transferred or assigned except by the Promoter. Prize cannot be used in conjunction with any other promotion or offer.
- 5.9 In the event that an element of an event or prize outlined in Clause 5.2 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. If the Winner forfeits a specified element, no cash alternative offer will be granted in lieu of the part of the Prize.

- 5.10 The prize package is event based and all parts of the prizes must be taken on the specified date and cannot be exchanged for different dates. In the event that the prize winner is unable to attend on the specified date the prize will be forfeited.
- 5.11 The Prize winner and their nominated companion 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 Promoters and prize suppliers 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.
- 5.12 The prize winner and their nominated companion agree they will not sell or otherwise provide their story and/or photographs to any media or other organisation.
- 5.13 It is a condition of accepting the Prize that the prize winner and their nominated companion must comply with all the conditions of use of the Prize and the Promoter's requirements.
- 5.14 Conditions of entry to RAC Arena form part of these terms and conditions
- 5.15 Prizes cannot be redeemed for cash.
- 5.16 The prize winners must provide valid identification to the Promoter upon the Promoters request. Failure to do so will result in the forfeiture of the prize at the Promoter's sole discretion.
- 5.17 The Winner must collect the prize from Newspaper House, 50 Hasler Road. Any alternative collection method will be at the cost and risk of the winner
- 5.18 Independent financial advice should be sought as tax implications may arise as a result of accepting the Prize.
- 5.19 Subject to state permit authority restrictions, the Promoter may reasonably amend these terms and conditions, orally or in writing, in its absolute discretion.
- 5.20 Dates and schedules of the prizes are not under the Promoter's control and are subject to change. The Promoter takes no responsibility for any date or schedule changes, and the winner forfeits the prize in the event that utilisation of the prize is not possible due to changed dates.

## **6. HOW TO WIN**

- 6.1 There will be **one (1)** prize winner randomly drawn from all valid entries. A valid entry consists of a person liking @perthnow and @peaksport on Instagram and commenting on the Friday 9 August 2019 'Win tickets to Boomer v Canada' post on perthnow Instagram account nominating who they would take to the game if they won. The draw will be held at Newspaper House, 50 Hasler Rd, Osborne Park 6017 WA on: **Monday 12 August 2019**.
- 6.2 A member of the Seven West Media (WA) will contact the prize winner via their Instagram account direct message and they will need to respond with an email and/ or a phone number that they can be contacted on to arrange validation and redemption.
- 6.3 The Promoter's decision on all matters related to any aspect of this promotion is final and the Promoter will not enter into correspondence regarding the result. The Promoters' reserve the right to amend these terms and conditions without notice if considered necessary without notice.
- 6.4 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.
- 6.5 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.
- 6.6 The prize package is event based. Subject to state government legislation the prize winner must accept their prize by Wednesday 14 August 2019. In the event of an unclaimed prize, an unclaimed prize draw will take place at Seven West Media (WA) on: Thursday 15 August 2019 and the prize winner/s will be notified by their Instagram account.

## **7. NO LIABILITY**

- 7.1 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.
- 7.2 West Australian Newspapers Ltd., Prize suppliers and their associated agencies and companies will take no responsibility for prizes damaged or lost in transit, or late, lost or misdirected mail.
- 7.3 West Australian Newspapers Ltd, Prize suppliers 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; or
  - e) arising from or related to any problem or technical malfunction of any telephone network, internet connection, thewest.com.au website outage or lines or mobile communications network related to or resulting from participation in this promotion.
- 7.4 West Australian Newspapers Ltd, Prize suppliers, 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.
- 7.5 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 and/ or Prize provider 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.
- 7.6 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. The Promoters and Prize supplier are 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.
- 7.7 These terms and conditions are in addition to terms applicable to supply of components of the Prize, including terms applicable to entry to RAC Arena.
- 7.8 Regardless of anything else in these conditions, nothing in these conditions excludes, restricts or modifies the application of Consumer Laws or the exercise of any rights or remedies you may have under Consumer Laws where any such exclusion, restriction or modification would contravene Consumer Laws. "Consumer Laws" refers to the Australian Consumer Law under Schedule 2 of the Competition and Consumer Act 2010 (Cth) , , and any applicable similar consumer protection laws in the states and territories of Australia that mirror the provisions of the Australian Consumer Law.
- 8. PROMOTER'SDETAILS**
- 8.1 The Promoter is West Australian Newspapers Ltd (ABN 98 008 667 632) of 50 Hasler Road, Osborne Park WA 6017..
- 8.2 Entry details remain the property of the Promoter. Western Australian Newspapers Limited and its related entities ("WAN") is 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 WAN's Privacy Policy which is available on our website at <http://www.sevenwestmedia.com.au/privacy-policies> (and 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). By providing your personal information below, you agree to the terms of the Privacy Policy. Without limiting the foregoing, WAN may disclose the entrant's personal information to its 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 WAN. In addition, by entering this competition, you consent to WAN using your personal information for the purpose of WAN and its related 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. [www.sevenwestmedia.com.au](http://www.sevenwestmedia.com.au).
- 8.3 If an Entrant does not want their details to be used for the purposes stated in clause 8.2. 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.
- 8.4 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.