

“WIN a trip for 2 to Broome Mardi Gras” promotion Terms and Conditions

By entering the “**WIN trip for 2 to Broome Mardi Gras**” promotion (“the Competition”), you are agreeing to the following terms and conditions:

1. STANDARD TERMS

- 1.1 Information on how to enter forms part of the terms of entry.

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, who are able to fly to Broome and attend the broom Mardi Gras 28 February 2020 and returning 2 March 2020.
- 2.2 Employees (and their immediate families) of West Australian Newspapers Ltd and their associated agencies and companies are not eligible to enter.

3. HOW TO ENTER

- 3.1 The Competition commences on **Wednesday 29 January 2020 16:00 AWST** and concludes on **Friday 7 February 2020 at 17:00 AWST** (“Competition Period”).
- 3.2 To enter you must
- 3.2.1 Go to perthnow.com.au/win and enter all required contact details by **Friday 7 February 2020 at 17:00 AWST**
- 3.3 All entrants in the Competition may only enter once. All entrants found to have entered more than once will have their subsequent entries disqualified.
- 3.4 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.
- 3.5 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)** major prize winners who will receive the prize package detailed in clause 4.2
- 4.2 The major prize consists of:
- 4.2.1 Return flights for two from Perth to Broome. Departing Perth Friday 28 February 2020 and returning Monday 2 March 2020. Time of flight and airline carrier used is at the sole discretion of the promoter. Transport to and from Perth & Broome airports are not included.
- 4.2.2 3 night accommodation for two at Moonlight Bay Suites Broome. Arriving Friday 28 February 2020 and departing Monday 2 March 2020. Check-in time is 1pm.
- 4.2.3 2 x VIP tickets to Broome Mardi Gras Cabaret, Friday 28 February at the Broome Civic Centre.
- 4.2.4 2 x Dance Party Tickets to Broome Mardi Gras Dance Party, Saturday 29 February 2020 at the Mangrove Hotel.
- 4.3 Total maximum prize value for the Major prize package is up to AUD\$3,500. Prize value is correct 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.
- 4.4 **The Promoters take no responsibility for date and time set, and the winner forfeits the prize in the event that utilisation of the prize is not possible due to inconvenient or missed dates and time. Tickets cannot be exchanged for ticket to another session.**
- 4.5 The prize winners and their companions must be over the age of 18.
- 4.6 Prize may not be transferred or assigned except by the Promoter. Prize cannot be used in conjunction with any other promotion or offer.
- 4.7 The Prize winners and their nominated companions must participate in and co-operate with all reasonable media editorial requests from WAN, 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.

- 4.8 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.
- 4.9 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.
- 4.10 Prizes cannot be redeemed for cash and are not transferable or exchangeable.
- 4.11 The prize winners must provide valid identification to the Promoter.
- 4.12 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 companion. 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, gratuities, incidental hotel expenses additional to spending money, transfer costs, insurance, luggage costs and all other ancillary costs, are the responsibility of the Winners.
- 4.13 Independent financial advice should be sought as tax implications may arise as a result of accepting the Prize.
- 4.14 Conditions of entry to prize events and venues form part of these terms and conditions.
- 4.15 In the event that an element of an event, concert or other similar prize outlined in Clause 4.2 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.
- 4.16 Regarding the travel and accommodation components of the Prize, they must be booked and completed as specified by the Promoter and must be taken on the dates specified by the Promoter to coincide with the event components of the Prize. The Prize is subject to booking, availability and any terms and conditions imposed by the relevant providers. Winner and any travelling companion must depart and return at the same time using the same air carrier. Winner and any travelling companion are responsible for ensuring they have all necessary travel insurance (if not included in the Prize) and documents to travel to the relevant place(s) (including passports and visas) if required. Any alterations or extensions to Prize details must be approved in advance by the Promoter (at its sole discretion) and will be at the expense of Winner. Winner is responsible for ensuring that they and their travelling companion are fit to travel and have received appropriate immunizations and/or health checks prior to taking the Prize.
- 4.17 No compensation or alternative travel plans will be arranged should the Prize winner and/ or their companion/s miss their outbound or return flights or fail to meet any check in requirements for any reason. These costs will be the responsibility and expense of the prize winner and companion/s. The Promoter is not responsible for the cancellation, delay or rescheduling of any part of a travel or accommodation component of Prize and any costs incurred by Winner or any travelling companion(s) as a result (including accommodation costs) will be the responsibility of the Winner. The Promoter is not responsible if cancellation or delay of flights causes the prize winner/s and companion/s to miss the ticketed performance that makes up part of this prize.
- 4.18 A credit card imprint may be required from the prize winners at check-in to the hotel for all incidental charges.
- 4.19 Once booking is confirmed no changes are allowed, unless otherwise authorised by the Promoter in its absolute discretion and if permitted will incur change fees which will also include supplier charges payable by the prize winner.
- 4.20 Comprehensive travel insurance is highly recommended and at the expense of the prize winner.
- 4.21 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.

5. **HOW TO WIN**

- 5.1 There will be **one (1)** prize winners from all valid entries. A valid entry consists of the completion of the registration form on perthnow.com.au/win. Only one entry per person is valid. Winners will be the first randomly drawn entrant from all valid entries at Newspaper House, 50 Hasler Rd, Osborne Park 6017 WA 10:00 AWST **Monday 10 February 2020**.
- 5.4 The winners will be contacted via phone and/or email **Monday 10 February 2020**. Due to the event based nature of the prize, Winners will need to claim their prize by 17:00 AWST **Tuesday 18 February 2020** to redeem. In the event that a winner does not redeem their prize in the required time, the prize will be forfeited and a new winner will be drawn on **Wednesday 19 February 2020** and contacted by WAN marketing team. Prizes will need to be collected from 50 Hasler Rd Osborne Park. Any other collection arrangement will be at the cost and the risk of the winners.
- 5.5 The Promoters decision is final and the Promoter will not enter into correspondence regarding the result.
- 5.6 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.

- 5.7 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 Promoters in its absolute discretion.

6. NO LIABILITY

- 6.1 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.
- 6.2 West Australian Newspapers Ltd and their respective associated or related (as defined in the corporations act 2001) agencies and companies will take no responsibility for prizes damaged or lost in transit, or late, lost or misdirected mail.
- 6.3 West Australian Newspapers Ltd and their respective associated related (as defined in the corporations act 2001) 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, The west Australian Facebook page outages or lines or mobile communications network related to or resulting from participation in this promotion.
- 6.4 West Australian Newspapers Ltd and their respective associated related (as defined in the corporations act 2001) 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 Promoters 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.
- 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. 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 Promoters reserve the right to reasonably amend or vary these terms and conditions at its sole discretion, orally or in writing.

7. PROMOTER'S DETAILS

- 7.1 The Promoters is 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://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.

- 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.