

“Pooch Perfect” promotion

Terms and Conditions

By entering the **“Pooch Perfect” 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.
- 1.2 To the extent of any inconsistency between these Terms and Conditions and any other reference to this competition, these Terms and Conditions prevail.

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**.
- 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. Immediate family includes spouse, defacto spouse, parent, natural or adopted child or sibling living under the same roof.

3. HOW TO ENTER

- 3.1 The Competition commences on **Saturday 21 February 2020 00:00** AWST and concludes on **Monday 2 March 2020 17:00** AWST (“Competition Period”).
- 3.2 Entrants may only enter once by uploading a picture of their pet dog with all required details at thewest.com.au/pooch
 - I. Enter an original submission via the internet at thewest.com.au/pooch
- 3.3 Entries must be unique and:
 - (a) the original independent creation of the entrant; and
 - (b) free from any claims, including copyright or trademark claims, by other parties.
- 3.4 Entry details remain the property of the Promoter and will not be returned to the entrant. Entrants agree to grant the Promoter a perpetual and non-exclusive licence to use, distribute, broadcast and sub-licence their entries in all media worldwide and acknowledge that they will not be entitled to any fee for such use.
- 3.5 Entries must include all requested contact details and a picture of their pet dog to be eligible to win. Each entry must be unique and received by the Promoter prior to the competition close date and time.
- 3.6 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.
- 3.7 Entrants may only enter in their own name. Inaudible, incomprehensible, illegible, and incomplete entries will be deemed invalid. All entries become the property of the Promoter and cannot be returned.

4. PRIZES

- 4.1 There will be **ten (10)** prize winners who will receive the prize package detailed in clause 4.2 and 4.3
- 4.2 The person deemed to have the cutest dog from the panel of Seven West Media employees will receive:
 - I. **1 x \$1000 City farmers vouchers. Terms and conditions of this voucher also form part of these terms and conditions**
- 4.3 The people deemed to have the 2nd to 10th cutest dog from the panel of Seven West Media employees will receive:
 - I. **1 x pet hamper values at \$100**
- 4.4 The total prize pool value is (up to) **AUD\$1900**. Prize value is correct as at the date of printing. The Promoter accepts no responsibility for the change in prize value between now and the ultimate date on which the prize is taken.

- 4.5 Prize must be taken by **20 February 2021**. In the event a winner does not take the prize by the time stipulated, then the entire prize will be forfeited by the winner and cash will not be awarded in lieu of the prize.
- 4.6 In the event that an element the prize outlined in Clause 4.2 and 4.3, 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.
- 4.7 The Prize winners 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 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.
- 4.8 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.
- 4.9 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.
- 4.10 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.
- 4.11 Additional terms and conditions may apply, subject to the carrier provider.
- 4.12 The Prize is not redeemable for cash and is not transferable. If the winners are, for whatever reason, unable to travel within the nominated period, or do not take an element of the prize within the time stipulated by the Promoter then that element of the prize will be forfeited by the winner.
- 4.13 Photos that are copyrighted can not be submitted unless you have permission from the photographer/owner. Photos cannot be returned. By entering the competition entrants agree and understand that their written entries and/or photos may be used for promotional purposes without any further reference, payment or other compensation to the entrant and/or owner of the photograph.
- 4.14 Each entrant warrants that the photograph is a genuine and accurate representation and that the photo has been taken within two years of the date of submission. The Promoter reserves the right to disqualify any entrant submitting an entry which, in the opinion of the Promoter, includes objectionable content, including but not limited to profanity, nudity, potentially insulting, scandalous, inflammatory or defamatory images or language. All photographs will be reviewed by the Promoter.
- 4.15 Independent financial advice should be sought as tax implications may arise as a result of accepting the Prize.
- 4.16 Subject to state permit authority restrictions, the Promoter may reasonably amend these terms and conditions, orally or in writing, in its absolute discretion.

5. HOW TO WIN

- 5.1 There will be **ten (10)** prize winners. The winner/s will be the best valid entries as judged by the judging panel, having regard to skill, creativity and originality, at the Promoter's premises, Newspaper House, 50 Hasler Rd, Osborne Park 6017 WA on **Tuesday 3 March 2020 after 10:00 (AWST)**. The Promoter may select additional entries to be used as replacements in the event that the first entrant chosen as a winner cannot satisfy these Terms and Conditions or take a prize.
- 5.2 A member of the Seven West Media (WA) Marketing department will contact the prize winners by a phone call within two business days of the judging date and a letter advising the prize winner of their prize will also be emailed to the email address on the entry. The winner's entry details will be published on perthnow.com.au/win from **Monday 9 March 2020**.
- 5.3 The Promoter's decision is final and the Promoter will not enter into correspondence regarding the result. Chance plays no part in determining any winner.
- 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 judging 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.

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 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.
- 6.3 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 judging;
 - 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 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.
- 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 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.
- 6.6 All entrants must submit ONLY their own original answers, designs and works. Any such answers, designs or works cannot be previously published in any forum worldwide. All entries become the property of the Promoter and cannot be returned. Entries that are found to have been derived from the designs of a third party will be considered invalid and, if awarded a prize, that prize must be returned to the Promoter. The winner may be required to sign a statutory declaration regarding the originality of the entry. Without limiting the generality, the Promoter reserves the right to take legal action against anyone found to have breached this term. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation are reserved.
- 6.7 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.

7. PROMOTER'SDETAILS

- 7.1 The Promoter is West Australian Newspapers Ltd (ABN 98 008 667 632) of 50 Hasler Road, Osborne Park WA 6017.
- 7.2 All entries and any copyright subsisting in the entries become and remain the property of the Promoter who may publish or cause to be published any of the entries received. 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.
- 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.