

## **“Quokka Birthday Party VIP Experience” promotion Terms and Conditions**

By entering the **“Quokka Birthday Party VIP Experience” 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.

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. HOW TO ENTER**

3.1 The Competition commences on **Friday 11 September 2020 00:00 AWST** and concludes on **Monday 14 September 2020 at 17:00 AWST** (“Competition Period”).

3.4 To enter the daily competition you must:

3.4.1 Obtain a ‘Quokka Birthday Party VIP Experience’ code word from The West Australian Friday 11 September and/or Saturday 12 September 2020

3.4.2 Visit [thewest.com.au/win](http://thewest.com.au/win) and enter a code word and all required contact details by **17:00 AWST Monday 14 September 2020**.

3.6 All entrants in the Competition may only enter once per code word. All entrants found to have entered more than once per code word, will have their subsequent entries disqualified at the Promoter’s sole discretion.

3.7 Entries must be received by **17:00 AWST Monday 14 September 2020** to enter the draw.

3.8 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.

3.9 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 **ten (10)** prize winner (10 random entries drawn) who will receive the prize package detailed in clause 4.2.

4.2 The prize winners will each receive:

4.2.1 2 x adult SeaLink return ferry rides Fremantle – Rottnest. Date and time subject to availability.

4.2.2 2 x Children SeaLink return ferry rides Fremantle – Rottnest. Date and time subject to availability.

4.2.3 4 x one day standard bike hire on Rottnest Island. Type of bike subject to availability.

4.2.4 Access to the Quokka Birthday Party VIP area on either Saturday 19 or 26 September 2020. Date and time subject to availability.

4.2.5 1 x Quokka Birthday Party take home pack. Content at the sole discretion of Rottnest Island Authority.

4.3 From the ten winners one will be randomly selected to be upgraded to a Gold VIP at the Quokka Birthday Party. This winner will also receive:

4.3.1 The chance to cut the Birthday cake at the Quokka Birthday Party on either Saturday 19 or 26 September 2020. Date at the sole discretion of the Rottnest Island Authority.

4.3.2 Selection of the ‘Happy Song’ for the DJ to play at the Quokka Birthday Party on either Saturday 19 or 26 September 2020. Date at the sole discretion of the Rottnest Island Authority.

4.4 Total maximum prize pool value is up to **AUD\$3,060.00**. 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.

4.5 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 are the responsibility of the Winners.
- 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 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. The Prize winner must participate in and co-operate with all reasonable media editorial requests, including but not limited to, being interviewed and photographed, and the Winner grants 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 winners 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 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 Independent financial advice should be sought as tax implications may arise as a result of accepting the Prize.
- 4.12 Subject to state permit authority restrictions, the Promoter may reasonably amend these terms and conditions, orally or in writing, in its absolute discretion.
- 4.13 Any un-used part of the prize package will be forfeited and no cash alternative offer will be granted in lieu of the part of the Prize.

## **5. HOW TO WIN**

- 5.1 There will be **ten (10)** winner. A valid entry consists of the completion of the registration form on [thewest.com.au/win](http://thewest.com.au/win), including (but not limited to) personal details and a correct code word. Only one entry per code word per person is valid. The draw will be held at Newspaper House, 50 Hasler Rd, Osborne Park 6017 WA on **Tuesday 15 September 2020 10:00 (AWST)**.
- 5.2 A member of the Seven West Media (WA) Marketing department will contact the prize winners by a phone call 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 [thewest.com.au/win](http://thewest.com.au/win) from **Thursday 17 September 2020**.
- 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 In the event the winner/s cannot be contacted via the phone and email details provided on the entry by **Monday 21 September 2020**, an unclaimed prize draw will take place at Seven West Media (WA) on **Tuesday 22 September 2020** and the prize winner will be notified by a phone call within two days of the draw and the prize winner's name will be announced on [perthnow.com.au/spring](http://perthnow.com.au/spring) website from **Thursday 24 September 2020**.

## **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, pandemic, 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 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, thewest.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 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.

## **PROMOTER'SDETAILS**

- 7.1 The Promoters is West Australian Newspapers Ltd (ABN 98 008 667 632) of 50 Hasler Road, Osborne Park WA 6017.
- 7.2 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).
- 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](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.