

**‘C Si Bon Christmas Feast Giveaway’ promotion  
Terms and Conditions**

By entering the “C Si Bon Christmas Feast 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 or older.
- 2.2 Employees (and their immediate families) of Seven Network (Operations) Limited, West Australian Newspapers and Prime Television (Holdings) Pty Limited, Ignite Travel Group Pty Limited, prize suppliers and their respective associated agencies and companies are not eligible to enter.

**3. PROMOTIONAL PERIOD**

- 3.1 The Competition commences on **Thursday 24 November 2022 09:00 AWST** and concludes on **Wednesday 14 December 2022 17:00 AWST** (“Competition Period”).

**4. HOW TO ENTER**

- 4.1 To enter the competition you must:
- 4.1.2 Register your details and the codeword at <https://www.perthnow.com.au/entertainment/competitions> on or before **Wednesday 14 December 2022 17:00 AWST**.
- 4.2 All entrants in the Competition may only enter once per codeword. All entrants found to have entered more than once, will have their total entries disqualified at the Promoter’s sole discretion.
- 4.3 Neither the Promoters nor Sponsor 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 the Sponsor’s “scripting”, those entries will be deemed invalid and will not be accepted.
- 4.5 In the event that an element the Prize outlined in Clause 5.2, below 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.
- 4.6 Sponsor will provide entrants with a \$100 My Cruises Voucher (“My Cruises Voucher”) independently of Promoter. My Cruises Vouchers are subject to the Sponsor’s Terms and Conditions. Sponsor, prize supplier and all Competition entrants hold Promoter and its related bodies corporate harmless against all claims brought against Promoter as a result of Sponsor providing My Cruise Vouchers.

**5. PRIZES**

- 5.1 There will be **five (5)** prize winners (“Winners”) who will receive the prize detailed below (“Prize”):
- 5.2 The Winners will receive one of the following items: **1x pack Croissants, 1x pack Pain au Chocolats, 1x pack Citron & Almon Petit Fours, 1x pack Cheese & Herb Petit Fours, 1x pack Cocktail Quiches, 1x Christmas Stuffed Turkey Breast, 1x Christmas Confit of Duck, Christmas Stuffed Chicken Thighs, 1x Potato Gratin, 1x Sweet Potato Gratin, 1x Citron Meringue Roulade.**
- 5.3 Date and times are subject to the Sponsor and availability and subject to change.
- 5.4 It is a condition of accepting the prize the Winner is able to collect the prize from C Si Bon’s shop in Cottesloe.
- 5.5 Prizes cannot be exchanged, transferred or traded for an alternative prize.
- 5.6 In the event that an element of an event or Prize outlined in Clause 5.2 above is, for any reason, the Prize will be considered as forfeited and no cash alternative offer will be granted in lieu of the part of the Prize. If a Winner forfeits a specified element, no cash alternative offer will be granted in lieu of the part of the Prize.
- 5.26 The Winner must participate in and co-operate with all reasonable media editorial requests, including but not limited to, being interviewed and photographed, and the Prize Winners grant the Promoters and Sponsor 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.

- 5.27 The Prize Winner agree they will not sell or otherwise provide their story and/or photographs to any media or other organisation.
- 5.28 It is a condition of accepting the Prize that the Winner must comply with all the conditions of use of the Prize provider and the Promoter's requirements.
- 5.29 The 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.
- 5.30 Independent financial advice should be sought as tax implications may arise as a result of accepting the Prize.
- 5.31 Subject to state permit authority restrictions, the Promoter may reasonably amend these terms and conditions, orally or in writing, in its absolute discretion.
- 5.32 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.
- 5.33 Promoter, Sponsor and prize suppliers encourage responsible enjoyment of alcohol. Legal aged persons are advised to consider the safe drinking levels recommended in the Australian guidelines to reduce health risks from drinking alcohol, i.e. no more than two standard drinks on any day. A full version of the Guidelines is available at <http://www.nhmrc.gov.au/files/nhmrc/file/publications/synopses/ds10-alcohol.pdf>. Participation in this Competition is subject to relevant liquor legislation in each State, Territory or Country, including responsible service of alcohol.

## **6. HOW TO WIN**

- 6.1 There will be **five (5)** Winners randomly drawn from all valid entries. A valid entry consists of the completion of the entry on <https://www.perthnow.com.au/entertainment/competitions> including (but not limited to) personal details as well as submitting the PerthNow Local codeword. Only one entry per person, percodeword is valid. The draw will be held at Newspaper House, 50 Hasler Rd, Osborne Park 6017 WA on: **Thursday 15 December 2022 10:00 AWST**
- 6.2 A member of the Seven West Media (WA) Marketing department will contact the Winner by email advising the Winner of their prize "Prize Notification Email"). The Winner's entry details may be published on [perthnow.com.au/win](http://perthnow.com.au/win).
- 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.
- 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 Winners (and any companions) may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.
- 6.6 It is a condition of accepting the prize that the Prize Winners (and any companions) are 18 years of age or over.
- 6.7 Subject to state government legislation the Winner must accept their prize within 10 days of being notified of winning. If the original Winner drawn has not been able to be contacted by the Promoter prior to 5pm (AWST) on DATE (travel commencement date from Fremantle WA being on 9 December 2022) or is not able to travel on the nominated dates the initial winner's Prize will be forfeited and a new Winner will be drawn on Tuesday 16 August, 12:00 AWST and the new Winner will be notified by a phone call or email the day of the draw. The initial winner will have no claim.

## **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. are not responsible for any costs associated with Prize collection.
- 7.3 In the event that a Prize Winner is unable to accept or attend the Event the Prize, West Australian Newspapers Ltd. will not provide any compensation to the winner, and will draw a new Prize Winner.
- 7.4 West Australian Newspapers Ltd., Sponsor, and their associated agencies and companies will take no responsibility for prizes damaged or lost in transit, or late, lost or misdirected mail.

- 7.5 West Australian Newspapers Ltd, Sponsor, and their associated agencies and companies will not be liable for any misadventure, accident, injury, illness, 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.
- 7.6 West Australian Newspapers Ltd, Sponsor, 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.
- 7.7 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.
- 7.8 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 and Sponsor 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.
- 7.9 These terms and conditions are in addition to terms applicable to supply of components of the Prize, including terms applicable to entry and use of the Prize.
- 7.10 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'S DETAILS**

- 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. Also, if you opt in, you agree to WAN sharing your personal information with Ignite Travel Group Pty Limited for the purpose of them sending you such information directly. We will always provide you with the ability to opt out of those communications.

**9. SPONSOR'S DETAILS**

9.1 The Sponsor is C Si Bon (**ABN 96 109 351 908**) of **Shop 8, 7 Station Street, Cottesloe.**