

**‘The West Australian’s 50K Giveaway’ promotion  
Terms and Conditions**

By entering the **‘The West Australian’s 50K 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.
- 2.2 Employees (and their immediate families) of Seven Network (Operations) Limited, West Australian Newspapers, Prime Television (Holdings) Pty Limited, prize suppliers and their respective associated agencies and companies are not eligible to enter.

**3. PROMOTIONAL PERIOD**

- 3.1 The Competition runs for two weeks:  
Week 1 commences on **Saturday 13 May 2023 00:00 AWST** and concludes on **Saturday 20 May 2023 11.59PM**  
Week 2 commences on **Monday 22 May 2023 00:00 AWST** and concludes on **Friday 26 May 2023 11.59PM** (together “Competition Period”). This Competition excludes Sundays.

**4. HOW TO ENTER**

- 4.1 To enter and win the competition:
  - (a) Collect a unique code from The West Australian published Monday to Saturday within the competition period
  - (b) Register your details and the code at **thewest.com.au/50K** by **Friday 26 May 2023 11.59PM AWST**.
- 4.2 Entrants may submit an unlimited number of entries but all entrants in the Competition **may only enter once per unique code**. All entrants found to have entered more than once per unique code, will have their total entries disqualified at the Promoter’s sole discretion.
- 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.
- 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 a Prize Winner forfeits a specified element, no cash alternative offer will be granted in lieu of the part of the Prize.

**5. PRIZES**

- 5.1 There will be five **(5)** prize winners (“Prize Winners”) who will each receive one (1) Prize detailed below in clause 5.2.
- 5.2 Five **(5)** separate Prizes comprise of: 1x AU\$10,000.00 Cash prize (“Prize”).
- 5.3 The total maximum prize pool value across both Phase 1 and Phase 2 is up to AUD **\$50,000.00**. The 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.
- 5.4 A Prize cannot be exchanged, transferred or traded for an alternative prize.
- 5.5 A Prize may not be transferred or assigned except by the Promoter. A Prize cannot be used in conjunction with any other promotion or offer.
- 5.6 Unless expressly stated in these terms and conditions all other expenses related to each Prize become the responsibility of the Prize Winner and their nominated companion. All costs associated with each Prize which are not expressly stated in these terms and conditions to be included are the responsibility of the Prize Winners.
- 5.7 If for any reason a winner does not take and/or redeem a Prize (or an element of the Prize) at/by the time stipulated by the Promoter, then the Prize (or that element of the Prize) will be forfeited.
- 5.8 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.
- 5.9 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 by accepting the Prize the Prize 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 Prize Winners will not be entitled to any fee for such use.
- 5.10 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.
- 5.11 The Prize Winners agree they will not sell or otherwise provide their story and/or photographs to any media or other organisation other than the Promoter or its nominees.
- 5.12 It is a condition of accepting the Prize that Prize Winners accept and must comply with all the Promoter's requirements including these terms and conditions.
- 5.13 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.
- 5.14 Subject to state permit authority restrictions, the Promoter may reasonably amend these Terms and conditions, orally or in writing, in its absolute discretion.

## **6. HOW TO WIN**

- 6.1 There will be five (5) Prize Winners randomly drawn from all valid entries. A valid entry consists of the completion of the entry form on [thewest.com.au/50K](http://thewest.com.au/50K), including, (but not limited to) personal details.
- 6.2 The Competition draw will be held at Newspaper House, 50 Hasler Road, Osborne Park 6017 WA on: **Monday 29 May 2023 13:00 AWST.**
- 6.3 A member of the Seven West Media (WA) Marketing department will contact the winners via email or phone advising the winners of their Prize.
- 6.4 In the event that a Winner is unable to be contacted before **Monday 5 June 2023 13:00 AWST** and fails to claim the Prize, the winner/s forfeits the Prize. The Promoter will not provide any compensation to the winners and will draw a new winner/s. The promoter will conduct an Unclaimed Prize draw on **Wednesday 7 June 2023 13:00 AWST**
- 6.5 Prize Winner's entry details may be published on [thewest.com.au/50K](http://thewest.com.au/50K)
- 6.6 The Prizes for will be provided to Prize Winners via bank transfer to the Prize Winner's nominated bank account by the Promoter.
- 6.7 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.
- 6.8 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, their \$10,000 cash Prize will be forfeited.
- 6.9 The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these terms and conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the Competition. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
- 6.10 It is a condition of accepting the Prize that the Prize Winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.

## **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, pandemics (including COVID-19), epidemics, 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 The Promoter is not responsible for any costs associated with Prize collection.
- 7.3 In the event that a Prize Winner is unable to take the Prize, the Promoter will not provide any compensation to the Prize Winner.
- 7.4 Promoter takes no responsibility if the details of the bank account provided by the Prize Winner are incorrect and no further Prize or compensation will be payable once the Prize is paid to the Prize Winner's nominated bank account.
- 7.5 The Promoter 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;
  - 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 The Promoter, 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 The Promoter is 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.
- 7.8 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 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.
- 7.9 Independent financial advice should be sought as tax implications may arise as a result of accepting a 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.