

## **7NEWS and Alinta Energy Christmas Lights Terms and Conditions**

By entering the '7NEWS and Alinta Energy Christmas Lights' competition you are agreeing to the following terms and conditions.

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. By participating in this competition entrants agree to be bound by these terms and conditions.
2. The Promoter is Seven Network (Operations) Limited of 8 Central Avenue, Eveleigh NSW 2015 [ABN 65 052 845 262] and West Australian Newspapers Ltd (ABN 98 008 667 632) of 50 Hasler Road, Osborne Park WA 6017.

### **Who Can Enter**

3. The competition is open to all residents of Western Australia aged 18 years or older. 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.

### **Promotional Period**

4. The promotion commences 6:00pm AWST during 7NEWS Perth on Wednesday 1<sup>st</sup> December, 2021 and closes 20:00 AWST, Friday 17<sup>th</sup> December, 2021. Only entries received by this date and time will be valid and entries MUST be submitted via <http://www.7news.com.au/christmaslights>. Entrants must fill in all their contact details and read and agree to the terms and conditions.

### **How to Enter**

5. To enter the competition you must:  
Register your details and nominate your residence at [www.7news.com.au/christmaslights](http://www.7news.com.au/christmaslights) by 20:00 AWST Friday 17<sup>th</sup> December 2021.
6. Winner of prizes must be 18 years of age or over.
7. Entries must be contained within the entrant's private property and not encroach onto public land nor onto neighbour's property. The Promoter requests that entrants be mindful of neighbours and their quiet enjoyment of the street, and that they comply with all relevant laws in the creation and display of their entry, as well as with any reasonable direction given by the promoter, local council or police with respect to the display of their entry. NB: Breaching relevant laws in creation and display of an entry could lead to disqualification from the competition. The winner of the prize is the residential owner of the property not who nominates the property.
8. The misuse of electricity can cause injury or death. Entrants must not use any indoor lighting products outside and must comply with the safety instructions of all electrical products used. Electrical safety is paramount and must be exercised at all times. NB: misuse of electricity could lead to your disqualification from the competition. Inspections by qualified electricians to check the safety of the entrants display are encouraged.
9. Entrants must plan to ensure road safety of their display. For safety and security reasons the Promoter recommends that Christmas Light displays are designed to be removed and secured overnight. The security of all aspects of the displays is the sole responsibility of the entrant.
10. Ultimately, you as the home owner or resident are responsible for your display. We would recommend that people not be invited on to your property as that would considerably increase any potential risk you may have. The Promoter accepts no responsibility for any actions or incidents relating to or occurring during the Christmas Lights promotion at or near the property of any individual entrant. It is advised that you ensure that your home insurance policy protects you in relation to anything you propose doing as part of your participation in the Christmas Lights.
11. If photographs/videos are submitted it must be the entrant's own original work and must not have been published previously or been obtained from a secondary source. By submitting a photograph/video, an entrant grants Channel Seven and its related entities a royalty-free, perpetual licence to use, reproduce,

publish or display the photographs/videos and any stories on the entrants. This includes commercial purposes and may extend to or involve use by or with one or more third parties.

12. If photographs/videos are submitted they may be displayed on [www.7news.com.au/christmaslights](http://www.7news.com.au/christmaslights) and may be published in The West Australian and could be featured on Channel Seven News. Channel Seven News may showcase houses entered in the competition during the promotional period.
13. Christmas light displays that feature any corporate advertising material or messages will be disqualified from entry.

### **Major Prize**

14. 7NEWS will award one prize winner at the close of promotion, to the persons who's houses display the lights, based on the criteria set out in items 16-18 below.
15. The prize will consist of:
  - 15.1 \$5000 Eftpos gift card.
  - 15.2 if the winning supply address has a residential gas account with Alinta Energy, a credit (including GST) applied to the residential Western Australia Alinta Energy gas account for that supply address for \$1000.

### **Judging**

16. There will be 10 finalists selected from all valid online entries received between Wednesday December 1st, 2021 and 20:00 AWST Friday 17<sup>th</sup> December 2021 by a panel from 7NEWS Perth. Entries will be judged on visual impact, creativity and Christmas spirit and the top ten selected as finalists. The judge's decision is final and cannot be contested.
17. These finalists will then be displayed on [7news.com.au/christmaslights](http://7news.com.au/christmaslights) from 9:00am AWST, Monday 20<sup>th</sup> December 2021 to 23:59 AWST Thursday, December 23, 2021. Channel Seven News will feature some of the finalists over these dates. Readers and viewers will be directed to go to an online poll featuring the ten finalists on [7news.com.au/christmaslights](http://7news.com.au/christmaslights) where they can vote for their favourite house. You cannot vote for the same entrant more than once. You can only vote once per email address. The finalist with the most votes at 23:59 AWST on Thursday, December 23, 2021 will be deemed the winner. The decision is final and cannot be contested. Second prize will be awarded to the next finalist with second most amount of votes from online poll.
18. The winner will be telephoned on Friday 24<sup>th</sup> December and will be required to comply with clause 3 of the terms and conditions. In the instance that the winner cannot be contacted on the phone number or email address provided within 5 days after judging, the prize will be forfeited and the next entrant with highest votes will be awarded.

### **Prize Claim**

19. It will be the winner's responsibility to redeem the prize from the promoter. The promoter will advise the winner how to collect their prize.
20. The prizes must be taken as supplied and is not transferable. Any costs incurred through alternative prize claim arrangements are at the cost of the winner.
21. The Promoter reserves the right to request winners to provide proof of identity, proof of residency at the nominated prize delivery address and/or proof of entry validity in order to claim a prize. Proof of identification, residency and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
22. The Promoter reserves the right, at any time, to verify the validity of winners (including a winner's identity, age and place of residence) and to disqualify any claimant who submits a claim that is not in accordance with these Terms and Conditions or who tampers with the claim process. 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.
23. A person is only eligible to win one major prize during the competition.

### **No Liability**

24. 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.
25. Seven Network (Operations) Limited, 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.
26. Seven Network (Operations) Limited, 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/competitions website outage or lines or mobile communications network related to or resulting from participation in this promotion.
27. Seven Network (Operations) Limited, 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.
28. 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.
29. 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 Promoters and Prize supplier 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. It is the responsibility of the prize-winner to enquire about local issues and conditions at destinations prior to travel.
30. The Promoters reserves the right to reasonably amend or vary these terms and conditions at its sole discretion, orally or in writing, for the purpose of Seven's programming, scheduling or production requirements.
31. 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), the Australian Consumer Law and Fair Trading Act 2012 (Vic), and any applicable similar consumer protection laws in the states and territories of Australia that mirror the provisions of the Australian Consumer Law.

## Promoters Details

32. The Promoters are Seven Network (Operations) Limited (ABN 65 052 845 262) of Level 5, 8 Central Avenue Eveleigh, NSW 2015 and West Australian Newspapers Ltd (ABN 98 008 667 632) of 50 Hasler Road, Osborne Park WA 6017.
33. Seven Network (Operations) Limited (“Seven”) and West Australian Newspapers Limited and their related entities (“Seven and WAN”) and prize suppliers (including Alinta Sales Pty Ltd) and their related entities 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. Seven and 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](http://info.thewest.com.au/documents/WAN_PrivacyPolicy.pdf). Prize suppliers’ privacy policies may be accessed via their respective websites (including <https://www.alintaenergy.com.au/wa/help-and-support/terms-and-conditions/privacy-policy/>). By providing your personal information, you agree to the terms of these privacy policies. Without limiting the foregoing, Seven and 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 Seven and 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 Seven and 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.
34. If an Entrant does not want their details to be used for the purposes stated in clause 36, 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. The same applies in respect of any use of your details by prize suppliers, whose privacy contacts may be accessed via the information given at their respective websites.
35. 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.

## General

36. The Promoters’ decision on all matters related to this competition is final and cannot be contested. No correspondence will be entered into. The Promoters’ reserve the right to limit entry or amend rules if considered necessary without notice.
37. Entries must include all requested contact details to be eligible to win. 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.
38. The Promoters are not responsible for any data or other information related to this program 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.
39. Any costs of using and accessing the Website via a mobile phone, tablet or other devices will be dependent on the entrant’s individual mobile and internet service provider. The Promoter is not responsible for any costs associated with any mobile, telephony, internet access and usage. The Promoter is not responsible for any other costs associated or incurred as a result of the entrant’s entry into the Competition.
40. All entrants release from, and indemnify the Promoter against all liability, cost, loss or expense arising out of acceptance of any prize(s) or participation in the competition including (but not limited to) loss of income, personal injury and damage to property and whether direct or consequential, foreseeable, due to some negligent act or omission or otherwise.

41. The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought by the winner.
42. The Promoters reserve the right to disqualify any individual who the promoters believes have breached any of these terms and conditions, or engaged in any unlawful or other improper misconduct. The Promoters have legal rights to recover damages or other compensation from such an offender.
43. The Promoters may, subject to State Regulations, terminate this competition at any time at its absolute discretion without liability to any contestant or other person.
44. On completion of the promotion, all entries will be stored for a 12 month period at The West Australian. This is a mandatory requirement of the Gaming and Wagering Commission Act 1987.