

## **Terms and Conditions Win a Free Birthday Party**

By entering the “**Win a Free Birthday Party**” 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. Instructions on how to enter, prize details and other information contained within the promotional advertisements form part of these Terms and Conditions. By participating in this competition entrants agree to be bound by these Terms and Conditions.
- 1.3. The Promoter is City Of Canning of Western Australia 6107 [ABN 80 227 965 466] (“City of Canning or the “Promoter”).

### **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 the Promoter, prize suppliers 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 24<sup>th</sup> April 2021, 00:01am AWST** and concludes **on Friday 4 June 2021, 12:00pm AWST** (“Competition Period”)
- 3.2. In order to enter the draw, you must register your details on [canning.wa.gov.au/golf](http://canning.wa.gov.au/golf) during the Competition Period.
- 3.3. All entrants in the Competition may only enter with one email address. All entrants found to have entered more than once, will have their subsequent entries disqualified at the Promoter’s sole discretion.
- 3.4. Entries must be received by the Competition close date and time.
- 3.5. 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.
- 3.6. 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.
- 3.7. Entries must include all requested contact details to be eligible to win. Entrants may only enter in their own name. Incorrect, 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 one (1) prize winner. The Prize winners will be entitled to choose from one (1) prize stipulated below:  
Pool Party; or  
Pool Party Plus; Or  
Splash Party; Or  
Exclusive Play Centre Party.  
Available at Cannington or Riverton Leisureplex, pending party operating through given centre.
- 4.2. The total prize pool value is (up to) AUD\$225 and value is correct as at the date of promotion. The Promoter accepts no responsibility for the change in prize value between now and the ultimate date on which the prize is taken.
- 4.3. In the event that the prize outlined in Clause 4 is for any reason, cancelled, postponed or not available, including due to a pandemic, 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.
- 4.4. The Prize winners must participate in and co-operate with all reasonable media/publicity requests including but not limited to being photographed, and the Winners grant the Promoters and prize suppliers a perpetual and non-exclusive licence to use such photographs in media (including online) and the Winners will not be entitled to any fee for such use.
- 4.5. The prize winners must provide valid identification and acceptance of the prize within one week (7 days) 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, and another Winner will be drawn.
- 4.6. The Prize must be redeemed within 12 months of acceptance and cannot be exchanged or transferred.
- 4.7. It is a condition of accepting the Prize that the prize winner must comply with all the conditions of use of the Prize and the Promoter's requirements.

#### **5. HOW TO WIN**

- 5.1. There will one (1) prize winner randomly drawn from all valid entries.
- 5.2. The draw (from all valid entries in accordance with clause 3) will be held at Riverton Leisureplex on Friday June 11th 2021, 10:00 (AWST).
- 5.3. A member of City of Canning will contact the prize winners by contact details provided upon entry within one business day of the draw.
- 5.4. The Promoter's decision is final and the Promoter will not enter into correspondence regarding the result.
- 5.5. 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.
- 5.6. In the event the winner/s cannot be contacted via the phone and email details provided on the entry by 18 June 2021 12:00 an unclaimed prize draw will take place at Riverton Leisureplex on 18 June 2021 14:00 and the new prize winner will be notified by a phone call within one day of the draw.

## **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 or pandemic, the Promoter may in its absolute discretion cancel the Competition and recommence it from the start on the same conditions (subject to any changes reasonably required to accommodate for the change of commencement date), subject to state government legislation.
- 6.2. City of Canning 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. City of Canning 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) arising from or related to any problem or technical malfunction of any telephone network, internet connection, [canning.wa.gov.au](http://canning.wa.gov.au) website outage, lines or mobile communications related to or resulting from participation in this promotion.
- 6.4. City of Canning, Prize suppliers, associated agencies and companies assume 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. 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. City of Canning, Prize suppliers and associated agencies are not liable for any part of the prize that cannot be redeemed due to unforeseen circumstances including but not limited to a pandemic and the Prize will not be subject to refund.

## **7. PROMOTER'S DETAILS**

- 7.1. The Promoter is Promoter is City Of Canning of Western Australia 6107 [ABN 80 227 965 466].
- 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. City of Canning and its related entities 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. City of Canning will otherwise handle your personal information in accordance with City of Canning's Privacy Policy which is available on our website. By providing your personal information, you agree to the terms of the Privacy Policy.
- 7.3. It is a condition of entry that all prize winners agree to have their name and photo, 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.