

## TERMS AND CONDITIONS – CHANCE TO WIN ONE (1) \$75 VOUCHER FOR CANNING RIVER CAFÉ

### SECTION 1: PROMOTION & PROMOTION PERIOD

1. **Promotion:** Chance To Win A \$75 Voucher For Canning River Café
2. **Promoter:** City of Canning, ABN - 80 227 965 466, 1317 Albany Highway, Cannington, Western Australia, 6107
3. **Promotion Period:** The Promotion will commence on Monday 17 October 6am and will close on Friday 28 October at 5pm. All times recorded throughout these Terms and Conditions are in Australian Western Standard Time.

### SECTION 2: ELIGIBILITY

4. **Eligibility:** To be eligible to enter the Promotion, entrants must:
  - a. be 18 years of age or older;
  - b. be a resident of Western Australia;
  - c. be a resident of the City of Canning;
  - d. be a resident whose address is part of the sixth round of the Bin Tagging Program;
  - e. be a resident of the suburb which succeeds to have the lowest percentage of audited recycling bins containing soft plastics when audited by Waste Education Officers during the promotion period;
  - f. have no contamination observed in both kerbside bins by the Waste Education Officers during the promotion period.
5. **Non-Eligibility:** In addition to the criteria for being eligible, persons are not eligible to enter the Promotion or win any Prize if:
  - a. they are an employee at the City of Canning or any of its associated entities;
  - b. they are a spouse, partner, sibling, parent, or child of a team member of the City of Canning.

### SECTION 3: ENTRY TO THE PROMOTION

6. **Entry:** To enter the competition, eligible entrants must:
  - a. be a resident whose address is part of the sixth round of the Bin Tagging Program;
  - b. be a resident of the suburb which succeeds to have the lowest percentage of audited recycling bins containing soft plastics when audited by Waste Education Officers during the promotion period;
  - c. have no contamination observed in both kerbside bins by the Waste Education Officers during the promotion period.
  - d. A winner will be randomly drawn at the City of Canning Civic & Administration Building.

### SECTION 4: DRAWS

7. **Prize Draws:** One (1) Winner will be selected from eligible entries at the City of Canning Civic & Administration Building at Civic Centre Park, Albany Hwy, Cannington WA 6107 on Monday 31 October at 10am.
8. **Prize Winners:** The Prize(s) described in Section 5 will be awarded to the Prize Winner who has claimed their Prize in accordance with Section 5, Term 9.

### SECTION 5: PRIZES & PRIZE AMOUNTS

9. **Prize:** One (1) x \$75 Voucher For Canning River Café
10. **Prize Total Retail Value:** The total value of the prize is \$75 (GST inclusive).
11. **Prize Conditions:** The Prize(s) are subject to the following conditions:
  - a. No sale, transfer, or exchange of Prize: The Prize(s) is non-transferable and cannot be exchanged or redeemed for cash or resold (at a premium or otherwise) or

advertised or offered for resale on the internet or in any other medium. If for any reason, a Prize Winner cannot take any component of the Prize or the Prize, then the Prize will be forfeited.

- b. Ancillary Costs: Subject to any provision to the contrary, and if applicable, all transport, beverages, spending money, insurances, service charges, taxes, transfers, and ancillary costs, including cost of travel to City of Canning Civic & Administration Building are not included in a Prize unless specified and are the responsibility of the Prize Winner.
  - c. Taxes: If a Prize or receipt of it incurs a tax liability, the Prize Winner is liable for payment of such tax.
  - d. Validity: Redemption of Canning River Café Voucher is subject to the terms and conditions of Canning River Café.
  - e. Other Conditions: The Competition is in no way sponsored, endorsed, administered by, or associated with Canning River Café. By entering the Competition, each entrant releases Canning River Café from any and all liability to the entrant arising in any way from the conduct of the Competition. All information provided by a Promotion entrant is provided to the Promoter and not to Canning River Café. The Promoter takes no responsibility for any late entries or for any delays or failures in any telecommunications service or equipment.
12. **Claim of Prize:** Winner must respond back by Monday 21 November 2022 at 5pm to the prize win letter via phone call or email. To claim prize, Winner must present Photo ID and prize win letter at the customer service desk at the City of Canning Civic & Administration Building to collect prize.
13. **Prize Forfeit:** In the event of an entrant being unable to satisfy these Terms and Conditions or forfeiting their right to the Prize(s) or does not claim prize by Monday 21 November 2022 at 5pm, the Prize(s) are not claimed, then the prize (or that element of the prize) will be forfeited.
14. **Prize Substitute:** If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification.
15. **Winner Publicity:** The Promoter reserves the right and licence to use Prize Winner's name, suburb, photograph, image and likeness for the purpose of promoting the City of Canning unless a written request for anonymity is received from the Prize Winners.

## **SECTION 6: GENERAL CONDITIONS**

16. **Lost, Delayed Communication:** The Promoter will not be responsible for any delayed, lost or misdirected mail or any other communication.
17. **Release:** To the fullest extent permissible by law, each entrant in the Promotion including without limitation the Prize Winner and any other person partaking in any component of the Prize, releases and indemnifies the Promoter from any claim, loss, damage, injury, expense, cost, or charge sustained or in any way incurred in connection with the Prize or Promotion or their participation in the Prize or Promotion. The Promoter, its related bodies corporate, their officers, employees and agents will not be liable for any loss, damage, or personal injury whatsoever (including but not limited to direct, indirect, consequential, and economic loss) suffered or sustained in connection with this Promotion, the promotion of this Promotion, or the use of any Prize, except for any liability which cannot be excluded by law.
18. **Force Majeure:** The Promoter will not be responsible for any forces of nature, acts of God, war (declared or undeclared), riot, explosion, acts of terrorism, labour or industrial dispute including strike, action, or inaction of Government, forced or Government imposed closure of City of Canning or cessation of or interruption to trade and any other acts which are not reasonably within the control of the Promoter which may affect the Promotion. If one or

more of these acts occur, the Promoter reserves the right to cancel the Promotion, defer the Promotion to a different date, or change these Terms and Conditions. Any change to the Promotion in these circumstances will be communicated to eligible entrants as soon as practicable. 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.

19. **Disputes:** In the event of a dispute, the decision of the Promoter is final and binding and no correspondence will be entered into.
20. **Privacy Notice:** All data collected (where applicable) is administered by the Promoter. The Promoter may collect entrants' personal information, including name and contact details, for the purpose of conducting the Promotion, including publicising the results of the Promotion. Uses may also include future promotion, marketing and publicity. By entering this Promotion, each entrant consents to the retention and use of their information in this manner.
21. **Alteration of Terms and Conditions:** Subject to approval being granted under Condition 13 of the general conditions attaching to Trade Promotion Lotteries issued by the Gaming and Wagering Commission of Western Australia, the Promoter reserves the right to alter these Terms and Conditions to address any misinterpretation, misinformation or misunderstanding that may arise in the application of these Terms and Conditions, as is permitted by law. The Promoter's decision will be final.
22. **Acceptance of Terms and Conditions:** Participation in the promotion constitutes an acceptance of these Terms and Conditions.
23. **Disqualification:** Any failure to comply with these Terms and Conditions may result in immediate disqualification of an entrant or the Prize Winner. Disqualification will be at the Promoter's sole discretion and no correspondence will be entered into.
24. **Cancellation of the Promotion:** The Promoter reserves the right to cancel the Promotion at any time prior to the commencement of the Promotion Period for any reason whatsoever.