

## **The Wanneroo Botanic Gardens' Magic of Christmas 2024 City of Wanneroo Residents Competition**

### **Terms and Conditions**

1. This Competition is a promotion run by the City of Wanneroo ("Promoter") ABN 64 295 981 165.
2. Entries and information on prizes and how to enter form part of these Terms and Conditions.
3. Participation in this Competition constitutes acceptance of these Terms and Conditions.
4. Entry to this Competition is free and open only to persons aged 18 years and over who live within the City of Wanneroo.
5. Employees of the Promoter and their immediate family members are ineligible to enter.
6. The competition commences 8am AWST (Australian Western Standard Time) on Friday 13 December 2024 and closes 5pm AWST on Monday 16 December 2024 ("Competition Period").
7. Entries received after that time or not completed in accordance with these Terms and Conditions will not be eligible to win a prize.
8. To enter, participants must post a 'comment' with the name of their favourite Christmas tradition on the competition post published on the Promoter's official Facebook page. The comment must be posted on the competition post itself (i.e. not shares of the post) to be considered for the prize draw.
9. The Promoter reserves the right to delete any inappropriate entries (e.g. any entries using obscene language or that are not relevant to the competition). These deleted entries will be ineligible to win a prize.
10. Incomplete or indecipherable entries will be deemed invalid.
11. Only one entry per participant.
12. 10 individual winners will be selected from the eligible entries received ("Winners").
13. The Winners will be chosen at random by software, from all entries received and verified by the Promoter on Tuesday 17 December 2024.
14. Entries are eligible to win one prize only.
15. The Winners drawn will receive entry to Wanneroo Botanic Gardens and a Mini Group Pass valid for 36 holes of glow golf for 2 adults and 2 children or 1 adult and 3 children, valued at \$88.00 valid for 12 months.
16. The Winners will be notified via the Promoter's official Facebook page by 5pm AWST on Tuesday 17 December 2024. The Winners will have 24 hours from the time the Winner is notified by the Promoter, to contact the Promoter to claim their prize. If the Winner does not respond to the Promoter within this time, the Winner will forfeit the prize and a new winner will then be redrawn from the total entry pool.

17. Winners will need to provide the Promoter with personal contact information and proof of City of Wanneroo residency to claim the prize. Winners agree for the Promoter to share this information with the operators of the Wanneroo Botanic Gardens who will contact the Winners directly to collect their prize.
18. The Promoter's decision in relation to all aspects of this Competition is final and binding on all who enter and no correspondence will be entered into.
19. Prizes are not refundable or redeemable for cash.
20. Prizes are subject to availability and all other relevant Terms and Conditions, and may alter at the discretion of the Promoter.
21. The Promoter will not be liable for any costs associated with claiming a prize.
22. By accepting the prize, Winners consent to the Promoter publishing their name and entry response in any form and using photographs and/or video of the Winner (taken by authorised parties of the Promoter).
23. Photographs, video and the Winners' name and entry may be used for promotional and related purposes in media including, but not limited to, the Promoter's publications, website or social media platforms, without compensation to the Winners.
24. Copyright over the photographs and/or video remains with the Promoter.
25. The information that entrants provide will be used by the Promoter for the purpose of conducting the Competition. By entering this Competition entrants consent to the use of their contact details for the purposes described in these Terms and Conditions.
26. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) excludes all liability (including negligence) for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Competition, including, but not limited to, where arising out of the following:
  - a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
  - b) any theft, unauthorised access or third party interference;
  - c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;
  - d) any variation in prize value to that stated in these conditions of entry;
  - e) any tax liability incurred by a Winner or entrant;
  - f) participation in the Competition; and/or
  - g) redemption of the prize, and

this includes, without limitation, personal injury, death, and property damage, and claims based on publicity rights, defamation, or invasion of privacy.

27. The Promoter is not responsible for any incorrect or inaccurate information, or for any of the equipment or programming associated with or utilised in this Competition, or for any technical error that may occur in the course of the administration of this Competition. The Promoter assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to or alteration of entries.
28. This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook. All entrants unconditionally and irrevocably release and discharge Facebook from any and all liability in relation to this Promotion. Entrants understand that they are providing their information to the Promoter and not to Facebook.