

Game of Skill Competition  
Terms and Conditions

SCHEDULE	
Competition name	Warrigal Walk, Run, Roll Gift Card Competition
Promoter	Warrigal ABN 34 002 392 636 2 Pine Street, Albion Park Rail NSW 2527 1800 WARRIGAL
Entry – residency restriction	Entry is only available to residents of: NSW
Entry – age restriction	N/A
Competition Period	6.00pm AEST) on 14/01/19 to 6:00pm AEST 25/01/19
How to enter	To be eligible to enter, individuals must, during the Promotion Period: <ul style="list-style-type: none"> <li>i. Go to <a href="http://aquathon.com.au/walk">aquathon.com.au/walk</a> and complete the registration process to enter the 2019 Australia Day Warrigal ‘Walk-Run-Roll!’ Event.</li> <li>ii. Enter Promo code</li> <li>iii. Choose 3 words that they think best describes the phrase “The Warrigal Way” as part of the registration process.</li> </ul>
Content criteria	Choose 3 words that you think best describes the phrase “The Warrigal Way”
Are multiple entries permitted?	No
Prize(s) – description	1 x \$100 AUD Eftpos Gift Card The prize cannot be exchanged for cash.
Total number of Prizes	There is one prize to be won as part of the Competition
Total Prize Pool	\$100AUD
Judge(s)	The Judge(s) of the Competition will be: 2 members from the Warrigal Community Relations Team
Determining the winner(s)	The entries will be judged, and the winner will be determined, at or around 3:00pm AEST on 8/2/2019 at Warrigal Administration Office. 2 Pine Street, Albion Park Rail NSW 2527

Notifying winners	Within 2 days of the winner being determined, each winner will be notified by phone or email.
Publishing results	Within 7 days of the winner being determined, the name and suburb (or town) of the winner will be published at: <a href="http://www.warrigal.com.au">www.warrigal.com.au</a> and Warrigal's Facebook page: warrigalcommunities

## **PART A - INTRODUCTION**

1. Information on how to enter and Prize details form part of these terms and conditions.
2. By participating in the Competition, entrants accept and agree to be bound by these terms and conditions. For the avoidance of doubt, the terms and conditions include the Schedule above.
3. Entries must comply with these terms and conditions to be valid.
4. Where there is an inconsistency between the Schedule and Parts A to J of these terms and conditions, the schedule will prevail.

## **PART B - PRIVACY**

5. The Promoter will collect and use each entrant's personal information for the purposes of:
  - a. conducting the Competition (which may include disclosure to third parties for the purpose of processing and conducting the Competition) and for promotional purposes, public statements and advertisements in relation to the Competition;
  - b. providing information about the products and services offered by the Promoter and its related companies and its affiliated retailers; and
  - c. research to improve its products and services.
6. By entering the Competition, entrants consent to the use of their personal information as described in clause 5.
7. Entrants may access, change and/or update their personal information in accordance with the Promoter's privacy policy [Warrigal Privacy Statement.pdf](#)

## **PART C - WHO CAN ENTER THE COMPETITION**

8. If the Schedule permits entrants to be under the age of 18 years, such entrants must seek permission from their parent or guardian to enter. If the winner of a Prize is under 18 years of age, the Prize will be awarded to the winner's parent or legal guardian.
9. Directors and employees (and their immediate families) of the Promoter or its related companies or agencies and Participating Retailers are not eligible to enter. Immediate families mean spouse, ex-spouse, child, step-child, parent, step-parent, legal guardian, sibling or step-sibling.

## **PART D – HOW TO ENTER THE COMPETITION**

10. To enter, each entrant must comply with the 'How to Enter' section of the Schedule.
11. If the Schedule permits entrants to submit more than one entry, each entry must be unique and submitted separately. Entries must not have been published previously or used to win prizes in other competitions.
12. An entry cannot be modified after it has been submitted.
13. The Promoter reserves the right, at any time, to request verification of the age, identity, residential address or any other information relevant to participation in the Competition of all entrants. The Promoter reserves the right to disqualify any entrant who provides false information or fails to provide information that is reasonably requested by the Promoter.
14. The Promoter reserves the right, in its sole discretion, to refuse to accept entries which are incomplete, indecipherable, offensive, do not comply with these terms and conditions or which contravene any applicable laws or regulations.
15. The Promoter reserves the right, in its sole discretion, to disqualify any entrant who has breached any of these terms and conditions, has engaged in unlawful or improper conduct or otherwise acts to cheat or undermine the fairness of the Competition by, for example, tampering with, or using or exploiting errors in, the entry process to obtain a competitive advantage over other entrants.
16. The eligibility of entries is solely within the discretion of the Promoter.
17. The Promoter accepts no responsibility for late, lost, misdirected or damaged entries or other communications.

## **PART E - PRIZES**

18. The Prize is not transferrable, exchangeable or redeemable for cash.
19. If a Prize is unavailable for reasons beyond the Promoter's control, the Promoter reserves the right to substitute the Prize with a prize of equal or greater monetary value. This right is subject to any applicable legislation, regulations or directions from a regulatory authority.
20. Once a Prize has left the Promoter's premises, the Promoter takes no responsibility for the Prize being damaged, lost or stolen.
21. All taxes (excluding GST, if any) which may be payable as a consequence of receiving a Prize are the sole responsibility of each winner.
22. A winner's use of the Prize is entirely at their own risk. Before a Prize is awarded, a winner may be required to sign an agreement to release the Promoter from and indemnifying the Promoter against any liability arising from the winner's acceptance and use of the Prize and the winner's participation in the Competition.

## **PART F - HOW THE WINNER(S) ARE DETERMINED**

23. The Competition is a game of skill. Chance plays no part in determining the winner(s).
24. At the time and date specified in the "Determining the winner(s)" section of the Schedule, each valid entry will be judged individually on its merits by the Judges based on the Content Criteria.
25. The winning entry or entries will be the entry or entries that best satisfy the Content Criteria, as determined by the Judges.
26. The number of winning entries to be selected will be the same as the total number of Prizes specified in the Schedule
27. The Judges' decision will be final and binding and no correspondence with entrants or any other person will be entered into.

## **PART G - NOTIFICATION AND CLAIMING THE PRIZE(S)**

28. The Promoter will provide the winner with instructions on how to claim their Prize. It is the responsibility of the winner to comply with the Promoter's instructions.
29. The Promoter reserves the right to request each winner to provide proof of their identity and/or proof that they were responsible for the winning entry.
30. The winner agrees to participate and cooperate, as required, in all publicity activities relating to the Competition, including, without limitation, being interviewed, photographed, filmed and recorded. The winner authorises the Promoter to use such content for advertising and publicity purposes in any media in perpetuity worldwide.
31. It is the responsibility of each entrant to notify the Promoter of any change to their contact details.

## **PART H - UNCLAIMED PRIZES**

32. The Promoter will take all reasonable steps to identify and notify each winner in an attempt to ensure that each winner receives their Prize. However, if a winner cannot be identified or does not claim the Prize within three months of the date on which the winners are determined, their Prize is forfeited and will be awarded to the next best entry.
33. Each winner of an unclaimed Prize will be determined and notified in accordance with Parts F and G.

## **PART I – NO LIABILITY**

34. Any Prize supplied by a third party supplier is subject to the terms and conditions of that third party supplier. Each Prize may come with guarantees that cannot be excluded under the Australian Consumer Law. If those guarantees are not complied with, then you will have rights under the Australian Consumer Law. Subject to those guarantees and rights, the Promoter shall not be liable and excludes all liability (including negligence) for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) for damage to property, personal injury or death suffered or sustained in connection with the Competition or the use or taking of any

Prize except for any liability which cannot be excluded by law including as provided for under the Australian Consumer Law.

35. If entry is via Facebook or if the Competition is promoted on Facebook, the Competition is in no way sponsored, endorsed, administered by or associated with Facebook and each entrant agrees to grant Facebook a complete release from any claims that they now have or may have in the future which relate to or are incidental to the Competition. Entrants acknowledge and agree that:
  - a. any information they provide in connection with the Competition is provided to the Promoter and not to Facebook or any other social network; and
  - b. any questions, comments or complaints regarding the Competition will be directed to the Promoter, not to Facebook or any other social network.
  
36. If entry is via Instagram or if the Competition is promoted on Instagram, the Competition is in no way sponsored, endorsed, administered by or associated with Instagram and each entrant agrees to grant Instagram a complete release from any claims that they now have or may have in the future which relate to or are incidental to the Competition. Entrants acknowledge and agree that:
  - a. any information they provide in connection with the Competition is provided to the Promoter and not to Instagram or any other social network; and
  - b. any questions, comments or complaints regarding the Competition will be directed to the Promoter, not to Instagram or any other social network.

#### **PART J - TERMINATION OF COMPETITION**

37. The Promoter reserves the right to vary the terms of, or cancel, the Competition at any time without liability to any entrant or other person, subject to applicable law.





