

# I'm a Culture Lover competition

## TERMS AND CONDITIONS

By submitting an entry to this promotion the entrant is deemed to accept these Terms and Conditions.

### Definitions

1. In these Terms and Conditions:
  - a. 'Promoter' means the City of Armadale, 7 Orchard Avenue, Armadale 6112. ABN 798 6326 9538. A reference to the Promoter includes its officers, employees, agents and contractors.

### Who can enter

2. Entry is open to visitors and residents aged 18 years of age and over. Providing they are not excluded by clause 3.
3. Employees of the Promoter, its contractors and agents associated with this promotion and their immediate family, are not eligible to enter. Employees, contractors, agents and immediate family of any entity or organisation that may be providing a prize, part of a prize or experience for this promotion are not eligible to enter.
4. For the purpose of this clause 'immediate family' means spouse, de-facto, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.

### How to enter

5. This promotion commences at 9.00am AWST Tuesday 26 June 2018 and closes at 4.00pm AWST on Friday 31 August 2018 ("Promotional Period").
6. Entry period for photos opens 9.00am AWST Tuesday 26 June 2018 and closes at 4.00pm AWST on Friday 31 August 2018 ("Entry Period").
7. The #perthhillsarmadale competition asks entrants to post a photo of their #culturelover experience in the Perth Hills Armadale region. Let us know your favourite urban art mural or culture/art experience #culturelover taken in the Perth Hills Armadale region during the promotional period.
8. To enter, individuals must upload an original photo to facebook or Instagram and tag us @perthhillsarmadale and use hashtag #perthhillsarmadale and #culturelover (during the Entry Period).
9. An entrant may submit multiple entries to the promotion.
10. Competition period opens 9.00am AWST Tuesday 26 June 2018 and closes at 4.00pm AWST on Friday 31 August 2018 ("Voting Period").
11. All voters will go into a random draw to win a prize.

### The Prizes

12. Two monthly winners will receive a major prize of an iPad valued at \$560.00
13. Other monthly winners will each receive spot prizes valued up to \$100.00 a total of six spot prizes will be awarded during the competition period

14. Spot prizes from local businesses will be awarded throughout the competition. Two individual \$100 vouchers for item of choice from Artist Retail Collective (ARC)-value \$200, a \$100 voucher from the Armadale Society of Artists, (3) individual \$45 prizes to cuddle a koala, including entry to Cohunu Koala Park, total value \$135
15. Maximum retail value for all prizes is \$1555.00 If any part of the prize is unavailable, the Promoter, at its sole discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any law or written directions from a regulatory authority.
16. Prizes are not exchangeable, redeemable or transferrable.
17. In September all winners will be invited to attend a photoshoot at their winning location for further promotions.

#### **How to win**

18. There will be one winner monthly, based on a random picker result upon entering, whereby your instagram or facebook account handle/profile will be put into an online program.
19. One overall winner will be selected each month. This will be decided by the program and if image meets criteria (at the discretion of the Promoter)
20. Spot prizes will also be awarded during the campaign, randomly at the discretion of the promoter. Winners will be announced on Facebook and winners will have 14 days to contact the Perth Hills Armadale Visitor Centre to claim their prize.
21. The Promoter will announce overall winners, on Facebook at 5.00pm on 3 September, 2018. Winners will then have 14 days to contact the Perth Hills Armadale Visitor Centre to claim their prize.
22. The entrant transfers copyright of the supplied image to the Promoter, enabling the photo to be used by the Promoter for future promotional purposes.
23. We reserve the right to remove/disqualify any images or comments that the Promoter deems to be inappropriate, obscene, offensive or defamatory. This is at the sole discretion of the City of Armadale.
24. The Promoter reserves the right to verify by any means, which the Promoter considers necessary, the identity of any entrant and to satisfy itself that the entrant has fulfilled these Terms and Conditions. The entrant must co-operate fully with the Promoter in any verification process.
25. If an entrant breaches any of these Terms and Conditions, acts unlawfully, tampers or attempts to tamper with the promotion, jeopardises the fair and proper conduct of the promotion, or acts improperly or unethically (each at the Promoter's sole discretion), the Promoter reserves the right to disqualify the entry and any prize will be forfeited.
26. The Promoter's decision is final and binding. No correspondence with parties attempting to argue the final decision will be entered into.

#### **No liability**

27. The Promoter may suspend, vary or cancel the promotion at any time at its sole discretion.
28. As the promotion is being conducted electronically:

- the time of entry will be the time the online entry is received by the Promoters database. The Promoter accepts no responsibility for any late, lost or misdirected entries due to technical disruptions, network congestion or for any other reason;
  - the entrant must not submit an entry which includes any computer virus or other harmful computer software.
29. In no circumstances is the Promoter liable to any entrant for any indirect or consequential losses, including but not limited to loss of opportunity or profit.
30. In no circumstances is the Promoter liable to any entrant for death, sickness or injury caused to the entrant when taking part in this competition.
31. The Promoter is not liable to the entrant for anything outside the reasonable control of the Promoter or the acts or omissions of third parties.
32. All entrants unconditionally and irrevocably release and discharge the Promoter and Sponsors from any and all liability in relation to this competition.

**Privacy details**

33. The Promoter is collecting your personal information for the purpose of conducting and promoting this Competition, including for the purpose of identifying and notifying winners. Your personal information will be handled in accordance with the City's Privacy Statement. By providing your personal information, you agree to the terms of the City's Privacy Statement.
34. The City's Privacy Statement can be viewed at the City's website at <https://www.armadale.wa.gov.au/privacy-statement>
35. By entering this Competition, you agree to the Promoter's use of your personal information as all entries become the property of the Promoter and your name may be included on a database. By entering this Competition, you consent to the Promoter including your name in future mail, email, SMS or other campaigns if you opt-in to the Promoter doing so. Entrants have the option to unsubscribe from any electronic information. By entering this Competition and if you are a winner of this Competition, you agree to the Promoter sharing your personal information for the purpose of fulfilling the Prize and its use of that information.