

## **Dog Parking (Competition Terms & Conditions)**

1) Information on how to enter and the prize(s) form part of these Terms and Conditions.

Participation in this promotion is deemed acceptance of these Terms and Conditions.

2) The promoter is Floreat Forum Shopping Centre of Cnr Howtree Place & The Boulevard, Floreat WA 6014 AUSTRALIA telephone 08 9387 4722 ("Promoter").

3) This promotion will be conducted at Floreat Forum Shopping Centre of Cnr Howtree Place & The Boulevard, Floreat WA 6014 AUSTRALIA.

### **Duration**

4) Promotion commences Saturday 28 May 2022 (00:01am) and ends Sunday 19 June 2022 (11:59pm) ("Promotional Period").

### **Eligibility to Enter**

5) Entry is open to citizens and permanent residents of Western Australia who are 18 years or older. An entrant must be an individual and not a company or organisation. Employees of the Promoter, any person associated with the competition, and any organisation or individual associated with the provision of the prize(s), are not eligible to enter.

### **Entry into the Promotion**

6) To enter the competition entrants are required to comment on the Floreat Forum Dog Parkign Competition Social Media posts placed on Saturday 28 May 2022.

a) Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

### **Selection of Prize Winner**

7) There will be one (1) prize winner.

8) The Prize will be selected by a random computer generated draw from all eligible entries.

### **The Prize**

9) There is one (1) prize, of a \$100 voucher for Red Dot.

10) Prize must be claimed by Sunday 3 July 2022.

11) If for any reason a winner does not claim a prize (or an element of the prize) within two (2) weeks of the determination of the winner, the Promoter will notify the first alternate winner (and in the case that alternate winner fails to claim the prize, all further alternate winners) in accordance with these terms and conditions. If no prize winner claims the prize (or an element of the prize)

within two (2) weeks of being notified, the Promoter will notify WA Fair Trading and re-determine any winner of the prize in accordance with the directions of WA Fair Trading.

12) If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.

13) Total prize pool value is \$100.

14) Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.

#### **Notification of the Winner**

15) The Prize Winner will be notified via the social media account details the entry was submitted on Monday 20 June 2022.

#### **Entry Details and Privacy**

16) Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.

17) The Promoter collects personal information ("PI") in order to conduct the competition and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at [www.floreatforum.com.au/privacy-policy/](http://www.floreatforum.com.au/privacy-policy/). In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how Australian entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. Unless otherwise indicated by the Promoter, the Promoter may disclose personal information to entities outside of Australia (see the Promoter's Privacy Policy for details).

#### **Important Information and Conditions about Competitions on Facebook**

18) This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. Eligible Entrants understand and agree that they are providing their information to the Promoter and not to Facebook. By entering this competition, each Eligible Entrant releases Facebook from any action or claim arising out of the competition. Any questions, comments or complaints regarding this competition must be directed to the Promoter, not Facebook.

19) At all times, Eligible Entrants agree to act in accordance with the Facebook Statement of Rights and Responsibilities, which can be viewed at [www.facebook.com/terms.php](http://www.facebook.com/terms.php), and other related policies.

#### **Important Information and Conditions about Competitions on Instagram**

20) This promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram. Eligible Entrants understand and agree that they are providing their information to the

Promoter and not to Instagram. By entering this competition, each Eligible Entrant releases Instagram from any action or claim arising out of the competition. Any questions, comments or complaints regarding this competition must be directed to the Promoter, not Instagram.

21) At all times, Eligible Entrants agree to act in accordance with the Instagram Terms of Use, which can be viewed at <http://instagram.com/about/legal/terms>, and other related policies.

#### **Limitation of Liability and Variation of Terms**

22) If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.

23) Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in WA ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective 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 promotion.

24) Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and 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: (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 Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) taking/use of a prize.

25) As a condition of accepting a prize, each winner must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.

26) As a condition of accepting a prize, each winner agrees to assist the Promoter with any regulatory obligations which may arise as a result of awarding a prize including (without limitation) Anti-Money Laundering obligations (if applicable).