## Perth Airport New Terminal Survey - Prize Draw

### **Terms and Conditions**

#### 1. General

- 1.1. Instructions on how to enter and other details contained within promotional advertisements for the Prize Draw form part of the conditions of entry.
- 1.2. Participation in the Prize Draw is deemed to be acceptance of these Terms and Conditions.
- 1.3. The Promoter is Perth Airport Pty Ltd, Level 2, 2 George Wiencke Drive, Perth Airport, WA 6105.
- 1.4. An Entry that does not, in the Promoter's opinion, comply with these Terms and Conditions may be disqualified.
- 1.5. The Promoter reserves the right at any time to cancel, modify or supersede the Prize Draw (including altering the Prize) if, in the Promoter's sole discretion, the Prize Draw is not capable of being conducted as specified.
- 1.6. These Terms and Conditions shall be governed by the laws of Western Australia and subject to the exclusive jurisdiction of Western Australian courts.

# 2. Eligibility

- 2.1. Only Eligible Entrants can enter the Prize Draw.
- 2.2. An Eligible Entrant is:
- (i) a natural person, aged 18 or older;
- (ii) a resident of Western Australia; and
- (iii) is not:
  - (A) an employee, director or management of the Promoter;
  - (B) an immediate family member of an employee, director or management of the Promoter, including a spouse, child, parent or sibling; or
  - (C) a consultant, or an employee of a consultant, engaged by the Promoter to deliver the Prize Draw.

### 3. Prize Draw duration

3.1. The Prize Draw will commence 9.00am AWST on Wednesday 5<sup>th</sup> March 2025 (**Commencement Date**).

- 3.2. Entries for the Prize Draw will close at 5.00pm AWST on Friday 21<sup>st</sup> March 2025 (**Closing Date**).
- 3.3. No late Entries will be eligible to enter the Prize Draw.

## 4. Entry method

- 4.1. Eligible Entrants must provide their full name, phone number and email address (an Entry).
- 4.2. Eligible Entrants may submit one Entry during the Prize Draw period.
- 4.3. The Entry must be received by the Promoter before the Closing to be eligible for the Prize Draw.
- 4.4. The Promoter is not responsible for late Entries, or for any technical difficulties during the Prize Draw period.
- 4.5. An attempt to enter the Prize Draw not strictly in accordance with these Terms and Conditions will be a 'Non-Conforming Entry'.
- 4.6. The Promoter has no obligation whatsoever (at law or otherwise) in respect of Non-Conforming Entries.
- 4.7. The Promoter may, at any time, take whatever action it considers necessary to verify the validity of Entries or determine whether Entries are Non-Conforming Entries.
- 4.8. The Promoter may disqualify any Entry, which in the Promoter's absolute discretion:
- (i) is not in accordance with these Terms and Conditions;
- (ii) is incomplete or indecipherable;
- (iii) is made by an entrant who tampers, or attempts to tamper, with the Entry process;
- (iv) is made in pursuit of an unlawful or other improper purpose; or
- (v) is made to jeopardise, or attempt to jeopardise, the fair and proper conduct of the Prize Draw.
- 4.9. If the Promoter disqualifies an Entry, then that Entry will be a Non-Conforming Entry.

### 5. Prize details & conditions

- 5.1. Five (5) Prizes will be awarded to five (5) Winners of the Prize Draw.
- 5.2. The Prize is comprised of One (1) A\$100 KIDS Gift Card.
- 5.3. All components of the Prize are non-transferable, non-refundable, non-redeemable for cash, nor substitute Prizes, or other goods or services.

- 5.4. If for any reason a Winner does not claim the Prize within the time stipulated, then the Prize will be forfeited and will not be redeemable for cash.
- 5.5. The Winners of the Prize should seek independent financial advice about any tax implications that may arise from the Prize winnings.
- 5.6. All travel or delivery costs associated with redeeming the Prize, including travel to and from Perth Airport, will be the responsibility of the Winners.
- 5.7. All other costs and expenses associated with the Prize, beyond the specified Prize, will be the responsibility of the Winners. The Winners are not entitled to any compensation if a Winner is unable to use all or any part of the Prize for whatever reason.
- 5.8. If the Prize, or any part of the Prize, becomes unavailable due to circumstances beyond the Promoter's control, the Promoter may at its absolute discretion substitute a different Prize in place of any Prize referred to in these Terms and Conditions.

#### 6. Prize Draw Winners

- 6.1. The Winners will be chosen from a random draw of Entries received in accordance with these Terms and Conditions.
- 6.2. The Winners will be chosen on Monday 24<sup>th</sup> March 2025 at Level 2, 2 George Wiencke Drive, Perth Airport, WA 6105.
- 6.3. The Promoter's decision will at all times be final and no correspondence will be entered into.

### 7. Winners notification

- 7.1. The Promoter will notify the Winners on the draw date.
- 7.2. Within twenty-one (21) days of the notification being given to the Winners, the Winners will be required to respond to the Promoter as instructed in the notification. If the Promoter has not received suitable contact from a Winner within twenty-one (21) days, they are deemed ineligible for the Prize.
- 7.3. The Winner selection process under clause 7.1 and Winner notification process under clause 7.2 will then be repeated until five eligible Winners are confirmed.

### 7.4. The Winners will be required to:

- (i) present at Perth Airport Pty Ltd (or nominate an agreed proxy to present at Perth Airport Pty Ltd) to collect the Prize between 9.00am and 5.00pm AWST, Monday to Friday; or
- (ii) notify Perth Airport Pty Ltd in writing (via post or email) that they would like the Prize to be posted to them,

- within 4 weeks following notification from the Promoter under clause 7.1. The Winners (or the agreed proxy) may be required to sign for the Prize on collection.
- 7.5. The Promoter may request that the Winners provide proof of identity, age, and proof of residency as a condition of receipt of the Prize.
- 7.6. Collection of the Prize will be organised by the Winners following notification from the Promoter under clause 7.1.
- 7.7 If a Winner elects to receive the Prize by post, Perth Airport Pty Ltd will send it via regular post (or such other method Perth Airport Pty Ltd considers appropriate) and is not responsible for any lost, stolen, or undelivered Prizes.

# 8. Publicity

- 8.1. It is a condition of accepting the Prize that the Promoter has the right to publicise the Winners for any promotion or matter incidental to the Prize Draw, if required.
- 8.2. The Winners agree to participate in any news or media activity surrounding the Prize Draw and the publication of their name and Entry on the Promoter's website, social media sites and other marketing material owned by the Promoter.

## 9. Indemnity & disclaimer

- 9.1. All entrants release and indemnify the Promoter and all of its related companies and personnel, from and against, all liability, cost, loss or expense (including (but not limited to) loss of income, personal injury, death, damage to property and whether direct or consequential, foreseeable, due to some negligent act or omission or otherwise) arising out of:
- (i) participation in the Prize Draw;
- (ii) acceptance of any Prize(s);
- (iii) participation in any Prize related activities; and/or
- (iv) use or misuse of a Prize.
- 9.2. Neither the Promoter nor any of its related companies or personnel, will be responsible or liable if for any reason beyond their reasonable control any element of any Prize is not provided.
- 9.3. Neither the Promoter nor any of its related companies or personnel, will be liable to any person for any loss or damage sustained or incurred if, for any reason, the Prize Draw is suspended, varied or terminated at any time, with or without prior warning or publicity.

- 9.4. Neither the Promoter nor any of its related companies or personnel, will be liable to any person for any loss or damage sustained or incurred arising from late, lost or misdirected Entries.
- 9.5. Neither the Promoter nor any of its related companies or personnel, will be liable to any person for any loss or damage sustained or incurred arising from any change in the value of a Prize occurring between the publishing date and the date the Prize is claimed.
- 9.6. Neither the Promoter nor any of its related companies or personnel is liable to any entrant or the Winner in any circumstances for any loss of revenue, loss of production or loss of profit, goodwill or business opportunity or damage to reputation, or any indirect or special loss or damage.

## 10. Reserved rights

- 10.1. The Promoter reserves the right to exclude any person from this Prize Draw for any reason whatsoever.
- 10.2. In all matters, all decisions of the Promoter will be final and cannot be contested. No correspondence or discussions will be entertained.
- 10.3. If for any reason this Prize Draw is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures, or any other causes beyond the control of the Promoter which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Prize Draw, the Promoter reserves the right in its sole discretion to disqualify any person who tampers with the Entry process. 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.

### 11. Privacy

- 11.1. The Promoter will collect, store and use the personal information provided to it pursuant to these Terms and Conditions and its Privacy Policy (https://www.perthairport.com.au/privacy-policy).
- 11.2. The Promoter collects personal information in order to conduct the Prize Draw. For example, Personal information may be disclosed to third parties, including, but not limited to, Australian regulatory authorities or for the purposes of administering the Prize Draw.
- 11.3. In addition, Perth Airport Pty Ltd uses personal information for related secondary purposes such as performing research and analysis aimed at improving its products, services and technologies.

More information about the way we handle personal information, or how to access it, is detailed in our Privacy Policy (http://www.perthairport.com.au/PrivacyPolicy.aspx).

Perth Airport Pty Ltd. ABN 24 077 153 13