



Terms & Conditions

LOTTO 'SHARE YOUR MOMENT' COMPETITION 23 AUGUST – 25 SEPTEMBER 2009

The Lotteries Commission of Western Australia (ABN 78 531 150 466), trading as Lotterywest, 74 Walters Drive Osborne Park.

INTRODUCTION

The following Terms and Conditions apply for the Lotto 'Share Your Moment' competition, to be run from Sunday 23 August – Friday 25 September 2009. By submitting an Entry into this competition:

- Entrants warrant that they have read, understood and agree to be bound by these Terms and Conditions,
- Entrants agree to allow Lotterywest to use the 'moment' supplied in the Entry (including any images, video or text) for publicity and promotion and agree to sign over these rights to Lotterywest.

Lotterywest 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 to disqualify any Entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process.

Entry and other instructions contained within promotional material form part of these Terms and Conditions.

ELIGIBILITY

In order to enter the competition and be eligible to win the competition, Entrants must:

- Reside in Western Australia (WA);
- Be aged sixteen (16) years or over as at Sunday 23 August 2009;
- Be available to attend a photography shoot for the purpose of the competition; and
- Agree to their image and 'moment' as submitted in their Entry into the competition being publicised as part of future Lotto advertising campaigns within Western Australia at Lotterywest's discretion (with no restrictions on media channels and at no additional cost to Lotterywest).

Winners will be required to participate in a photography shoot for an advertising campaign on a date and location still to be determined (in Perth). Return travel expenses and one (1) night's accommodation will be provided for the winners living outside a 180km radius to Perth.

The Winners will be required to enter into a talent waiver contract.



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ENTRY REQUIREMENTS:

Entrants must upload their Entry to www.shareyourmoment.com.au by video, image or document within the specified competition period and fill out all required fields of the entry form. Entries must not be more than 50 words, with file sizes no larger than 20MB and videos no longer than 30 seconds. No responsibility will be taken for late or incomplete forms.

Entrants must use original ideas/material in their Entry and cannot use copyrighted or otherwise trademarked ideas/material from the media or individuals (including for example, but not limited to, television shows, feature films and You Tube segments). Entries that do not comply with these Terms and Conditions or that otherwise contain prohibited or inappropriate content, as determined by Lotterywest in its sole discretion, will be disqualified and will not be considered eligible. Lotterywest make the final determination as to which Entries are eligible to take part in this promotion and no correspondence will be entered into.

Entrant agrees that Lotterywest has sole discretion to determine 'moments' that feature on the website www.shareyourmoments.com.au. Entries that Lotterywest deem in breach of any of the following will not be published; intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender or otherwise unsuitable for publication.

The 'moment' must feature the Entrant and have prior consent from any other person who is featured in the Entry.

Once you have successfully entered the competition by clicking on the 'submit' button on the website, a message will appear on the screen confirming your Entry.

Employees of Lotterywest, their agencies or companies associated with this promotion and their immediate families are ineligible to enter this competition. Owners, Directors and staff of Lotterywest licensed retailers and their immediate families are all ineligible to enter this competition. Immediate family includes spouse, defacto spouse, parent, natural or adopted child and sibling.

Entrants are only eligible to win a single prize.

All Entries submitted, including personal details, wording and 'moments', become the intellectual property of Lotterywest and may be used for future promotional purposes. Lotterywest may disclose Entrants' personal information to third parties to assist in conducting this promotion.



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JUDGING OF ENTRIES

Judging of the Entries will be conducted by a panel of Lotterywest representatives and business partners at Lotterywest head office, 74 Walters Drive, Osborne Park, on Thursday 1 October and Friday 2 October 2009.

It will be at the judges' discretion how many winning entries are chosen and deemed suitable for the campaign. All valid entries will be judged against the following criteria;

- Creativity of the 'moment'
- Engagement (ability to hold interest and retain attention)
- Uniqueness (we are looking to showcase a range of moments from all walks of life)
- Compatibility with the Lotto brand values ("Wouldn't miss it for the world")
- Compatibility with the Lotterywest brand values ("Share It")

PRIZE(s)

All prizes are valued in Australian dollars and are correct at the time of printing.

There will be one (1) prize pack per winning Entry, up to a maximum of ten prizes. Each prize pack will consist of \$1,000 cash, **and** a digital camera to the value of \$300.

The prize is **non-transferable and cannot be redeemed for cash** unless otherwise specified.

Winners' 'moments' and photographs of the winners' person may also be selected for use in future Lotto advertising campaigns within Western Australia at Lotterywest's discretion.

ANNOUNCEMENT OF PRIZE WINNERS:

Prize winners will be notified by email and/or telephone between Monday 5 October and Friday 9 October 2009.

Failure to be contactable within 28 days, whereby Lotterywest has reasonably attempted to contact the winner via the contact information provided and the winner has not responded to the contact enquiry, will result in the entitlement to the prize being forfeited and a selection of another winner.

The full list of prize winners will be published on the Lotterywest website www.lotterywest.wa.gov.au on Monday 12 October 2009.



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PRIZE CLAIMS

Unless otherwise informed, prizes must be collected from Lotterywest head office, 74 Walters Drive, Osborne Park 6017 between 9am and 5pm Monday to Friday (excluding all public holidays) within 28 days of the announcement of the winners.

Regional winners (anyone located outside of the Perth metropolitan area), can contact Lotterywest Customer Enquiries on 08 9340 5100 to organise suitable arrangements for collection of prizes. Failure to claim prizes within 28 days will result in the entitlement to the prize being forfeited and selection of another winner.

Two forms of identification, including one form of photo identification must be shown in order for the prize winner to collect their prize. Prizes will only be awarded following winner validation and verification.

All Winners are subject to verification, including without limitation, verification of eligibility through a Police Clearance and complete compliance with these Terms and Conditions. Lotterywest reserves the right to carry out reasonable due diligence to confirm eligibility and help ensure that the use of any such person in advertising or publicity for the competition will not bring Lotterywest or Lotterywest brands into public disrepute, contempt, scandal or ridicule or reflect unfavourably on the promotion. Lotterywest reserves the right as its sole discretion to disqualify any such Winner and substitute with another Entrant.

Upon request by Lotterywest, a copy of the general contest rules and/or a signed receipt and acknowledgement must be signed and endorsed by any winner to indicate his/her understanding and acceptance of these terms. Prizes will only be awarded following winner validation and verification.

PUBLICITY MATERIALS

Lotterywest reserves the right to use any forfeited prizes for other promotions.

It is a Condition of Entry that Lotterywest has the right to publicise names, characters, likenesses or voices of any contestants for any promotion or matter incidental to this competition. Acceptance of a prize constitutes permission for Lotterywest to use winner's name, suburb of residence, recording of winner's voice and likeness for advertising and promotional purposes without compensation, unless otherwise prohibited by law.

Entrants acknowledge and consent that the collection of personal information will be in accordance with the Lotterywest Privacy Policy, which can be found at <http://www.lotterywest.wa.gov.au/about-us/contact-us/743>



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RELEASE AND INDEMNITY

Lotterywest, their advertising agencies, their affiliates, sponsors or representatives absolve themselves of any and all liability, financial or resultant arising out of, or in connection with any contest staged by Lotterywest.

All contestants release from and indemnify Lotterywest against, all liability, cost, loss or expense arising out of acceptance of the prize or participation in the competition including (but not limited to) loss of income, personal injury and damage to property and whether direct or consequential, foreseeable, due to some negligent act or omission or otherwise. Lotterywest makes no representations or warranties as to the quality/suitability/merchantability of any of the goods/services offered as prizes.

Lotterywest accepts no responsibility for any accident, loss, injury or damage to any individual or property arising out of or in conjunction with the competition either during or after the competition.

Lotterywest takes no responsibility for the loss of prizes due to incorrect or imprecise contact details provided by an Entrant. Lotterywest is not responsible for lost, interrupted communications or unavailable network server or other connections, failed telephone, mid-delivery or computer transmissions or other errors of any kind, whether human, mechanical or electronic.

A winner may be required to sign and return any liability release provided by Lotterywest and/or its contractors as a condition of the prize being awarded. Failure to return the signed releases and indemnities will result in the entitlement to the prize being forfeited and a selection of another winner.

FINAL DECISIONS

In all matters, the judges' decision is final and no correspondence will be entered into.

PROMOTER

The promoter is Lotterywest, 74 Walters Drive, Osborne Park WA 6017.

DISQUALIFICATION:

Lotterywest assumes no responsibility for any error, defect, delay, theft or unauthorised access to or alteration of entries. Subject to any written directions given under the applicable law, if for any reason, the competition is not capable of operating as planned, including infection by computer viruses, tampering, unauthorised intervention, fraud or any other causes beyond the control of Lotterywest which corrupts or affects the administration, security, fairness, or proper conduct of the competition, then Lotterywest reserves the right, at its sole discretion, to cancel, terminate, modify or suspend this competition.



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Lotterywest reserves the right, in its sole discretion, to disqualify any individual for:

- Tampering with the entry process, including exceeding any limitation on the numbers of entries, or any other process as determined by Lotterywest that in any way affects the fairness of the promotion;
- Tampering with the operation of the competition or web site;
- Acting in violation of these terms and conditions;
- Acting in an unsportsmanlike or disruptive manner;