



\$3 and \$5 Crossword second chance competition -

Terms and Conditions

INTRODUCTION

1. The following Terms and Conditions apply for the \$3 and \$5 Crossword second chance competition. By submitting an entry in this competition entrants' warrant that they have read, understood and agree to be bound by these Terms and Conditions.
2. These Terms and Conditions can be downloaded from www.lotterywest.wa.gov.au and will appear in the Public Notices section of The West Australian on 7 February 2011.
3. To enter the competition entrants must purchase a \$3 or \$5 Crossword ticket and fill out their contact details on the back of any non-winning \$3 or \$5 Crossword ticket. They must place their non-winning \$3 or \$5 Crossword ticket into the \$3 and \$5 Crossword second chance competition box at participating Lotterywest retailers.
4. The competition period commences on Sunday 6 February 2011 and ends on Saturday 5 March 2011.

ELIGIBILITY

5. Entrants must reside in Western Australia (WA) and be aged sixteen (16) years or older in order to enter and be eligible to win.
6. Entries must be received by a Lotterywest retailer by 5.00pm Saturday 5 March 2011. Entries received after this time will automatically be deemed as invalid.
7. Eligible entrants may enter the competition as many times as they like during the competition period however a non-winning \$3 or \$5 Crossword ticket can only be entered once. Multiple entries require multiple Crossword ticket purchases.
8. Entrants must provide a valid phone number and be contactable during office hours.
9. Employees of Lotterywest, their agencies or companies associated with this competition and their immediate families are ineligible to enter this competition. Immediate family includes spouse, defacto spouse, parent, natural or adopted child or sibling.
10. Owners and Directors of Lotterywest licensed retailers and their immediate families are all ineligible to enter this competition.
11. Incomplete, illegible, indecipherable or incorrect entries are not eligible to win.
12. Lotterywest reserves the right to disqualify entries in the event of non-compliance with these terms.



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13. Lotterywest accepts no responsibility for any entries not received for any reason during the competition period. No responsibility will be taken for lost, late or misdirected entries. Lotterywest does not warrant that the entry mechanism will be available, or participating retailers will be open, at all times during the competition period.
14. Any entrant who, in the opinion of Lotterywest, tampers or interferes with the entry mechanism or draw in any way or engages in any unlawful or improper conduct which jeopardises or is likely to jeopardise the fair or proper conduct of the competition, will be disqualified.

PRIZE(s)

15. All prizes are in Australian dollars and are correct at the time of printing.
16. There are five (5) cash prizes of \$1,000.00 to be won. This will be supplied to the winners as a cash cheque.
17. The total value of the prize pool available to be won in the competition is AUD \$5,000.00 including GST.
18. Winners should seek independent financial advice about any tax implications that may arise from the prize winnings.

DRAW

19. The draw will take place on Tuesday 22 March 2011 at Lotterywest Head Office, 74 Walters Drive, Osborne Park and the winner will be notified by telephone (subject to clause 23).
20. Lotterywest reserves the right to delay or modify this competition, including cancelling, terminating or suspending the competition, if for any reason any aspect of the competition is not capable of running as planned (including, without limitation to, tampering, fraud, technical failures, power failures or due to any other causes unforeseen or beyond the reasonable control of Lotterywest which corrupt or affect the administration, security, fairness, integrity or proper conduct of the competition).
21. The five (5) prize winning entries will be deemed to be the first five (5) valid entries drawn on Tuesday 22 March 2011 from all entries received during the competition period.
22. Lotterywest reserves the right to amend these rules if considered necessary, without notice.



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PRIZE CLAIMS

23. The winners will be notified by telephone by a representative of Lotterywest. In the instance that a winner cannot be contacted on the phone number provided within five (5) working days, the prize will be forfeited and a new winner will be drawn.
24. All winners will have 28 days from the date of the draw to claim their prize. If a prize is not claimed by this time, it will be forfeited.
25. To collect their prize, winners will need to visit Lotterywest head office, 74 Walters Drive, Osborne Park and present two forms of personal identification. A regional winner (anyone located outside of the Perth metropolitan area), can call Lotterywest Customer Enquiries on **08 9340 5200** to make alternative arrangements for claiming their prize.
26. Prizes must be taken as supplied (stated in Clause 16) and are not transferable (except as defined in Clause 27).
27. If a winner is under the age of 18, the prize will be transferred to the winner's parent or legal guardian to be held in trust until the winner turns 18.

PUBLICITY MATERIALS

28. Lotterywest reserves the right to use any forfeited prize for other promotions.
29. 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 the competition.

RELEASE AND INDEMNITY

30. Lotterywest, its advertising agencies, 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.
31. All contestants release from and indemnify Lotterywest (ABN 78 531 150 466), 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.
32. 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.



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33. Lotterywest accepts no responsibility for the loss of prizes due to incorrect or imprecise contact details provided by an entrant. Lotterywest is not responsible for lost entries or other errors of any kind, whether human, mechanical or electronic.
34. Lotterywest reserves the right, in its sole discretion, to disqualify any individual for:
- a) Tampering with the entry process, or any other process as determined by the promoter that in any way affects the fairness of the promotion;
 - b) Tampering with the operation of the competition; or
 - c) Acting in violation of these Terms and Conditions.

DECISIONS FINAL

35. In all matters, all decisions of Lotterywest and staff will be final and cannot be contested. No correspondence or discussions will be entered into. Lotterywest reserves the right to change or alter these Terms and Conditions at any time.