

# 100% Wolf Screenwest Facebook Competition



## Terms and Conditions

### INTRODUCTION

1. The following Terms and Conditions, which include and incorporate the provisions of the Schedule hereto ("the Schedule"), apply to the competition described at Item 1 of the Schedule ("the Competition"). A reference to these Terms and Conditions includes the provisions of the Schedule, which provisions apply and are enforceable in accordance with their terms. By submitting an entry into the Competition, entrants warrant and agree that they have read and are bound and will abide by these Terms and Conditions.
2. In these Terms and Conditions, the word "entrant" means someone who participates in the Competition by complying with item 2 of the Schedule but excludes someone:
  - a. whose entry is for whatever reason (including being contrary to these Terms and Conditions) invalid or void; and
  - b. who is for whatever reason (including being contrary to these Terms and Conditions) ineligible to participate or is disqualified from participating in the Competition.
3. These Terms and Conditions can be viewed on the Competitions page: [www.lotterywest.wa.gov.au/games/competitions](http://www.lotterywest.wa.gov.au/games/competitions)
4. The Competition promoter is the Lotteries Commission (ABN 78 531 150 466) trading as Lotterywest, 38 Station Street, Subiaco WA 6008 ("Lotterywest").

### ELIGIBILITY

5. Entrants must reside in Western Australia and be aged 16 years or older in order to enter and be eligible to win the Competition.
6. Employees of Lotterywest, and contractors and companies providing goods or services to Lotterywest in connection with this Competition and their immediate families, are all ineligible to enter the Competition. Owners and staff of Lotterywest retail outlets and their immediate families are all ineligible to enter the Competition. Immediate family includes spouse, defacto spouse, parents (including any adoptive or foster parent), grandparents, natural or adopted children and siblings.

### COMPETITION

7. To enter the Competition, the entrant must comply with Item 2 of the Schedule.
8. The Competition commences and ends on the dates set out in Items 3 and 4 of the Schedule.
9. All prize values are in Australian dollars, inclusive of GST and are correct at the time of printing.

10. The winner should seek independent financial advice about any tax implications that may arise from the prize winnings.

### PRIZE CLAIMS

11. Lotterywest will select the winner as set out in Item 8 of the Schedule.
12. To claim their prize, the winner must comply with Item 6 of the Schedule.
13. To collect their prize, the winner must comply with Item 7 of the Schedule.
14. The prize must be taken as supplied (described in Item 5 of the Schedule) and is not transferable.
15. Lotterywest reserves the right to use any forfeited prize for other promotions.

### PUBLICITY MATERIALS

16. Lotterywest may publicise the names, characters, likenesses, voices or footage of any entrants for any promotion or matter incidental to the Competition without any compensation to the entrants.
17. Lotterywest may use such publicity materials in any medium (including, without limitation, the internet) and in any reasonable manner it sees fit.

### RELEASE AND INDEMNITY

18. Each entrant hereby indemnifies Lotterywest and the State of Western Australia ("the State") from and against:
  - a. any loss, damage, claim, lawsuit, liability, action, demand or cause of action suffered or incurred by or brought or alleged against Lotterywest or the State on account of the entrant breaching these Terms and Conditions; and
  - b. any loss or liability incurred or suffered by Lotterywest or the State on account of the entrant or any other third party bringing or alleging any claim, lawsuit, action, demand or cause of action against either or both of Lotterywest and the State in connection with the entrant's actual or ostensible participation in the Competition or participation in any prize related activity.
19. Neither Lotterywest nor the State shall be liable (in negligence or howsoever) and no entrant shall bring or allege or allow to be brought or alleged any claim, proceedings, action, demand, lawsuit or cause of action on account of any loss of property (including income, revenue, out-of-pocket expenses or business opportunity), damage to property or personal injury (including death or illness) suffered or incurred by any entrant in connection or associated with or on account of the Competition or participation in any prize related activity. Without



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limiting the previous sentence, it (the previous sentence) applies even if for whatever reason whatsoever:

- a. an entrant has not been able to submit a valid entry on time;
- b. a prize has been lost or damaged in transit; or
- c. a winner has not received their prize.

20. Each entrant agrees that Lotterywest may disqualify any entrant for:

- a. cheating or 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 Competition;
- b. tampering with the operation of the Competition or website; or
- c. acting in violation of these Terms and Conditions.

## DECISIONS FINAL

21. In all matters, all decisions of Lotterywest and staff (concerning or in relation to the Competition) will be final and cannot be contested in court or elsewhere. No correspondence or discussions will be entered into.

22. Lotterywest may vary or waive the Terms and Conditions or terminate this Competition at any time at its absolute discretion without liability to any entrant or any other person.

## FAILURE TO ENFORCE TERMS AND CONDITIONS

23. A failure by Lotterywest to enforce these Terms and Conditions in any instance(s) will not give rise to any claim or right of action by any entrant or any other person.

## PERSONAL INFORMATION AND PRIVACY

24. The personal information supplied by entrants when entering this Competition will be used by Lotterywest in accordance with its Privacy Policy. Please refer to the Privacy Policy by visiting the website for more information as involvement in this Competition is an agreement by each entrant to be bound by and comply with that policy.

## FACEBOOK DISCLAIMER

25. This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook.

26. By entering and participating, entrants agree to hold harmless, defend and indemnify Facebook from and against any and all claims, demands, liability, damages or causes of action (however named or described), losses, costs or expenses, with respect to or arising out of or related to:



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- a. Entrant's participation in the Competition; or
- b. Entrant's participation in any prize related activities, acceptance of a prize and/or use or misuse of a prize (including, without limitation, any property loss, damage, personal injury or death caused to any person[s]).



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### SCHEDULE

#### COMPETITION

1. The Competition is the 100% Wolf Screenwest Facebook Competition.
2. To enter the Competition, the entrant must submit their entry by tagging a Facebook friend on the 100% Wolf Screenwest Competition post on the Lotterywest Facebook page.
3. The Competition commences at 9.00am (WST) on Wednesday 21 October 2020.
4. Entries must be received by Lotterywest by 11:59pm (WST) on Sunday 25 October 2020. Entries received after this time (as determined by Lotterywest) will automatically be deemed as invalid.

#### COMPETITION PRIZE

5. The prizes are two (2) family passes (4 tickets per pass, with 8 tickets in total) to attend the 100% Wolf movie special screening at Luna Leederville, 155 Oxford St, Leederville WA 6007 on Saturday 31 October 2020 at 10:15am for a 10:30am start. A family pass is valued at \$70 inclusive of GST.
6. Each winner will have until 11:59pm on Tuesday 27 October 2020 to claim their prize by replying to the message sent by the Lotterywest Customer Services Team via Facebook Messenger informing them that they are a winner. If not claimed within this time, the prize will be forfeited.
7. To receive their prize each winner must collect their family pass in person from the ticket collection area at the Luna Leederville, 155 Oxford St, Leederville, after 10.15am and no later than 10.30am on Saturday 31 October 2020 to attend the 10:30am film. Each winner must produce one form of photo ID to confirm their identity.

#### SELECTION OF WINNERS

8. The selection of the 2 winners will take place on Monday, 26 October 2020 at Lotterywest Head Office, 38 Station Street, Subiaco WA 6008. The winners will be determined by random number generator and will be notified by Lotterywest by Facebook direct message. The selection of the winners is in Lotterywest's absolute discretion. If Lotterywest cannot contact a winner by 11.59pm Tuesday 27 October 2020, the competition prize will be forfeited.