

FCWA01 Competition - Win \$50.00 Voucher Store Competition TERMS AND CONDITIONS OF ENTRY

1. Information on how to enter the Competition forms part of these terms and conditions of entry. Participation in this Competition is deemed acceptance of these terms and conditions of entry.

This competition is being run at Freechoice WA stores in High Wycombe, Shoalwater, Myaree, South Lake and Forrest Lakes in Western Australia. Our business address Freechoice WA, Shops 3&4 Shoalwater Shopping Centre, 117 Safety Bay Road, Shoalwater WA 6169.

2. This competition commences on at 7:00am Monday 01st February and concludes at 7pm on Wednesday 31st January 2018 (**'Promotional Period'**).

The promoter of this competition is Freechoice WA. ABN 67 615 152 504. Freechoice WA. Shops 3&4 Shoalwater Shopping Centre, 117 Safety Bay Road, Shoalwater WA 6169. Telephone 08 9528 1100.

- 3. Officers, employees and immediate families of officers and employees of the Promoter and associated companies and contractors of the Promoter and any other agencies associated with this Competition are illegible to enter.
- 4. The competition is open to Western Australia residents and entrants 18 years of age or over.
- 5. No purchase is necessary. Entry to the draw is free.
- 6. One entry per person, per month over the competition period.
- 7. People may enter the competition by liking the monthly competition Facebook Post on the following Facebook pages:

Freechoice WA
Freechoice High Wycombe
Freechoice Forrest Lake
Freechoice South Lakes
Freechoice Myaree
Freechoice Shoalwater

Freechoice WA has the reserves the right to post the competition post at their suitability.

Open to all Western Australian residents 18+ only. Closing date is last day of the month. This promotion is no way sponsored, endorsed or administered by, or associated with, Facebook".

- 8. To be in with a chance of winning, all entrants must have internet and email access to be eligible for the prize draw.
- 9. The prize consists of one Visa Debit Card valued at \$50.00 ('the prize'). The prize is subject to any written conditions provided with the prize.
- 10. The winner of the competition will be:



- a. One winner will be determined each month by a randomly selected draw drawn each month over the twelve month period. Only one winner can win each month. Each draw will take place at 10:00am on the second Friday of each month at Freechoice WA Shops 3&4 Shoalwater Shopping Centre, 117 Safety Bay Road, Shoalwater WA 6169. The promoter reserves the right to draw additional reserve entries and record them in case an invalid entry or ineligible entrant is drawn. The winner need not be present at the draw.
- 11. The winner of the prize will be notified by facebook within two weeks of being determined/selected.
- 12. The prize must be collected within 3 months from the date of the winner being determined/selected from Freechoice WA. Failure to collect the Prize within this time will result in it being forfeited and the Promoter may draw/select another winner for the Prize, subject to an approval or directions of a relevant regulatory authority.
- 13. The Prize awarded may not be exactly as illustrated in displays or marketing for the Promotion.
- 14. Unless otherwise specified, prizes or any unused portion of a prize, are not exchangeable or transferable and cannot be redeemed for cash.
- 15. If any prize is unavailable, the Promoter, in it's discretion, reserves the right to substitute the prize with a prize equal to the value and/or specification, subject to any written directions from a regulatory authority.

If a prize is declined or if a winner forfeits the prize under these terms and conditions, then the Promoter may at its absolute discretion draw and alternative winner.

- 16. The Promoter reserves the right to verify the validity of entries, prize claims and entrants (including and entrants identity, age and place of residence) and to disqualify any entrant who submits an entry or prize claim that is not in accordance with these terms and conditions or who tampers with the entry process. An entry that is incomplete, indecipherable, illegible or non compliant with these terms and conditions is invalid and will not be accepted or considered. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 17. If this Competition 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, the Promoter reserves the right, in it's sole discretion, to modify, suspend, terminate or cancel the Competition to the full extent permitted by law and subject to any approval or directions from a regulatory authority.
- 18. The Promoter's decision is final and not other correspondence will be entered into.
- 19. It is a condition of entry that the entrant consents to the Promoter using the entrant's name, likeness, image and/or voice in the event they are a winner of a Prize (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of the Competition (including any outcome), and promoting any products and services, distributed and/or supplied by the Promoters in the Centre(s) or otherwise.
- 20. By entering the Competition, an entrant releases and indemnifies the Promoter (including it's officers, employees and agents) from and against all actions, liabilities, penalties, claims or demands the entrant may have against the Promoter or that the Promoter may incur for any



loss or damage which is or may be suffered or sustained as a direct or indirect result of an entrant entering or participating in the Competition or winning or failing to win a prize, or using or permitting any other person to use the prize, except for any liability which cannot be excluded by law or which would cause any part of this clause to be void or enforceable.

Privacy, Spam Act and Do Not Call Register Act Statement:

The Promoter collects the entrants' personal information to assist in it promoting Freechoice WA and its associated Freechoice stores and products and to process the competition entries. By entering the competition, unless otherwise advised, each entrant also expressly consents to:

- (a) the Promoter (or any of its related companies) contacting an entrant by means (including by electronic message or by telephone) to let the entrant know about goods, services or promotions which the Promoter considers may be of interest to the entrant;
- (b) the Promoter (or any of its related companies) disclosing the entrants' personal information to other persons or entities who may:
 - a. assist the Promoter in promoting Freechoice WA and its retailers and stores or running competitions (including by sending electronic messages or telephoning the entrant on the Promoters behalf); or
 - b. use that information, in any media, for their own marketing, promotional or publicity purposes (and each entrant expressly consents to such persons or entities contacting the entrant by electronic message or by telephone in relation to goods and services),

without any further reference, or payment or other compensation to the entrant. The express consent referred to in this Statement continues until the withdrawal of that consent is effective (as set out under applicable law).

Entrants' personal information may also be disclosed to State Lottery agencies and the winners names published as required under the relevant Lottery legislation. All personal details of the entrant will be stored at the offices of the Promoter. A request to access, update of correct any information should be directed to that office.