

Terms and Conditions

INTRODUCTION

- 1. The following Terms and Conditions, which hereby 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" includes someone who participates in the Competition but:
 - a. whose entry is for whatever reason (including being contrary to these Terms and Conditions) invalid or void; and
 - b. is for whatever reason (including being contrary to these Terms and Conditions) ineligible to participate or is disqualified from participating.
- 3. These Terms and Conditions can be viewed on the News page: http://www.sdera.wa.edu.au/news-events/news/
- The Competition promoter is School Drug Education Road Aware under the Catholic Education Office of WA (ABN 97 244 688 522) trading as SDERA, 33 Giles Avenue, Padbury WA 6025.

ELIGIBILITY

- 5. Entrants must reside in Western Australia and be aged sixteen (16) years or older in order to enter and be eligible to win the Competition.
- 6. Employees of SDERA, and contractors and companies providing goods or services to SDERA in connection with this Competition 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.

PRIZE

7. All prizes are in Australian dollars, inclusive of GST and are correct at the time of printing.

PRIZE CLAIMS

- 8. The winner will have 28 days from and including the date of the draw (set out at Item 6 of the Schedule) to claim their prize. If not claimed within this time, the prize will be forfeited.
- 9. Winners can collect the prize from SDERA or elect to have the prize delivered to an address by calling SDERA on 9402 6415.
- 10. The prize must be taken as supplied (described in Item 5 of the Schedule) and is not transferable.



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11. SDERA reserves the right to use any forfeited prize for other promotions.

PUBLICITY MATERIALS

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

RELEASE AND INDEMNITY

- 14. Each entrant hereby indemnifies SDERA 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 SDERA or the State on account of the entrant breaching these Terms and Conditions; and
 - b. any loss or liability incurred or suffered by SDERA 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 SDERA and the State in connection with the entrant's actual or ostensible participation in the Competition.
- 15. Neither SDERA 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. Without 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.
- 16. Each entrant agrees that SDERA 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 SDERA 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

17. In all matters, all decisions of SDERA 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.



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18. SDERA 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

19. A failure by SDERA 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

20. The personal information supplied by entrants when entering this Competition will be used by SDERA 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.



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SCHEDULE

COMPETITION

- 1. The Competition is the 'Road Safety' Facebook Competition.
- 2. To enter the Competition, the entrant must post a photo of road safety education being demonstrated at their primary school or childcare centre with a road safety message and tag @SchoolDrugEducationandRoadAware.
- 3. The Competition commences at 8.00am (WST) on Monday 2 October 2017.
- 4. Entries must be received by SDERA by 11.59pm (WST) on Tuesday 31st October 2017. Entries received after this time (as determined by SDERA) will automatically be deemed as invalid.

COMPETITION PRIZE

- 5. The first prize is one (1) \$100 pre-paid Visa card inclusive of GST and one (1) set of road safety props valued at \$60.
- 6. The second prize is one (1) set of road safety props valued at \$60.

DRAW

7. The draw will take place on Wednesday 1 November 2017 at SDERA. The winners will be notified by SDERA on Facebook. In the instance that a winner cannot be contacted within five (5) working days, the Competition prize will be forfeited and a new winner will be drawn.