

## **Kleenheat "WIN a \$100 voucher @ The Shorehouse" Terms and Conditions**

### **PARTICIPATION**

1. The promoter is Wesfarmers Kleenheat Gas Pty Ltd ABN 40 008 679 543 of Building 161, Car Park 12, Murdoch University, Murdoch WA 6150 ("Kleenheat Gas" or "we").
2. Entry to the competition constitutes acceptance of these Terms and Conditions of Entry ("Conditions"). Instructions on how to enter and other details contained within promotional, electronic and print materials form part of the Conditions. These Conditions prevail to the extent of any inconsistency with the terms and conditions set out in any such materials.
3. To be eligible to enter ("Eligible Entrant"), you must:
  - a. be a West Australian resident;
  - b. be 18 years of age or over; and
  - c. not be an employee (or an immediate family member of an employee) of Kleenheat, its agencies or any organisation associated with the promotion. For the purposes of the promotion, "immediate family member" includes spouse, de facto spouse, parent, and natural, adopted or step child or sibling, whether or not they live in the same household as the employee.
4. We may (in our absolute discretion):
  - a. verify entrant's identity, age and the validity of entry;
  - b. disqualify entrants who submit an entry that is not in accordance with these terms or who tampers with the entry process;
  - c. disqualify entrants who enter using multiple aliases;
  - d. accept or reject entries that contain errors or omissions; and
  - e. deem incomplete, plagiarised, defamatory or indecipherable entries invalid.
5. The competition commences on 16 November 2015 at 12:00am (WST) and concludes on 30 November 2015 at 11:59am (WST) inclusive ("Competition Period").

### **ENTRY METHOD**

6. To enter, the Eligible Entrant must log on to <https://lpg.typeform.com/to/SOX320> ("the Entry Form") and correctly complete and successfully submit the online Entry Form, including entering the location of The Shorehouse highlighted in our Customer Close Up on our blog ([blog.kleenheat.com.au](http://blog.kleenheat.com.au)).
7. Entry is limited to existing Kleenheat customers, one entry per person, per valid email address. Any subsequent entry from a person after the first valid entry is received will be invalid.
8. All Eligible Entrants must ensure that Kleenheat receives their entries, including authenticating their email address after submitting their entry, during the Competition Period. Entries will be deemed accepted at the time of receipt by Kleenheat and not at the

time of submission by the Eligible Entrant.

9. Eligible Entrants must submit their internet entries manually. Kleenheat may reject entries if it reasonably forms the opinion that they have been entered using automated entry means or by use of a competition entry service. Contact details that are incomplete or entered incorrectly in an entry form by an entrant will invalidate the entry.
10. Upon receipt, entries become the property of Kleenheat. Information resulting from the Entrant's entry and participation in the promotion is used by Kleenheat for the determination of the Prize winner. Information about Entrants may also be used by Kleenheat, its agents, contractors and related companies, for other purposes. By applying or participating in the competition, Entrants consent to these uses and disclosure of their information.

## **PRIZE**

11. The winner will receive a \$100 restaurant voucher for The Shorehouse in Swanbourne.
12. The prize winner will be selected at random from all valid entries received by Kleenheat within the Entry Period. The prize draw will take place at Wesfarmers Kleenheat Gas Pty Ltd, Murdoch Drive in Murdoch, Western Australia at 1:00pm (AWST) on 1 December 2015.
13. The winner will be notified by phone and email (as determined by the address provided by the entrant) within seven days after the draw. We reserve the right to conduct a redraw in the event that an entrant, claiming to be a winner, is unable to satisfy these Terms or has breached these Terms, or is not contactable via phone or email.
14. Competition is open to existing Kleenheat customers who are 18 years and over only.
15. The voucher will be mailed to the winner's mailing address.
16. The Prize Supplier reserves the right to request that the winner provide proof of identity prior to redemption of the prize. Identification considered suitable for verification is at the discretion of the Promoter.
17. The prize must be taken as offered. The prize, or any unused portion of the prize, is not transferable, exchangeable and cannot be redeemed as cash. The prize is not valid in conjunction with any other offer.
18. It is a condition of accepting a prize that the winner agrees to participate in and cooperate with all reasonable media editorial requests, including but not limited to, being interviewed, photographed and filmed and the winner grants the Promoter a perpetual, non-exclusive license to use such footage and photographs in all media worldwide and the winner will not be entitled to any fee for such use. The inclusion of any such footage or photographs (including but not limited to creative control of the feature) will remain with the Prize Supplier at all times.

19. If a winning entry is deemed not to comply with these Conditions, the entry will be discarded and a new winner will be determined by a redraw.

#### **ALTERNATIVE WINNER**

20. In the event of a prize winner being unable to satisfy these Conditions or forfeiting or not claiming the prize within the Notification Period, Kleenheat reserves the right to award the prize to the Eligible Entrant whose entry was deemed next in line or 'runner up'.
21. In the event of a dispute regarding these Conditions, the decision of the General Manager of Kleenheat will be final and binding and no correspondence will be entered into. All entries remain the property of Kleenheat.

#### **CHANGING THE COMPETITION**

22. If any act, omission, event or circumstance occurs which is beyond the reasonable control of Kleenheat and which prevents them from complying with these Conditions, Kleenheat will not be liable for any failure to perform or delay in performing its obligations and Kleenheat reserves the right (subject to compliance with regulatory requirements) to cancel, terminate or modify or suspend this promotion.

#### **LIABILITY**

23. We (and our officers, employees and agents) are not liable for any loss, expense, damage or liability suffered or incurred by you in connection with the competition, including:
- any late, lost, incomplete, incorrectly submitted, delayed, illegible or misdirected entries;
  - any technical difficulties or equipment malfunction;
  - any theft, unauthorised access or interference by another person;
  - any entry or prize claim that is late, lost, altered, damaged or misdirected;
  - any variation in prize value to that stated in these terms;
  - any tax liability incurred by you;
  - use of, or taking of, a prize; or
  - Participation in the competition.

#### **PRIVACY**

24. The Entrants' personal information will be collected by or on behalf of Kleenheat to enable it to administer the competition and publicise the Prize winners and to enable it to inform you of products and services that may be of interest to you including by way of direct marketing. If we do not collect your personal information then we will not be able to process your entry in the Competition. The personal information of:
- the Prize winners may be provided to others assisting in the conduct of the competition, including but not limited to the competition administrator and to

regulatory authorities. Kleenheat will disclose the Prize winner's first initial, surname, suburb and State/Territory of residence online, and will publish these details at [www.kleenheat.com.au](http://www.kleenheat.com.au) at the conclusion of the competition. An Entrant also agrees that Kleenheat may, in the event the Entrant is the winner, publish or cause to be published the entrant's name and postcode in any media, as required under the relevant State or Territory lottery legislation; and

- Entrant details may be provided to external agencies or persons bound under confidentiality agreements including market research businesses, advertising agencies and other businesses that assist us with the promotion of our products and services (including via direct marketing by any permitted means including telephone, email or SMS).

25. In participating in the competition, winners consent to Kleenheat using their (and their companion's) name, likeness, image and/or voice (including any photograph, film and/or recording of them) in any media at any time or times and agree to grant Kleenheat a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide and the winner (and their companion) will not be entitled to any fee for such use for the purpose of promoting this competition and Kleenheat.
26. By entering this competition, you agree to Kleenheat sending marketing communications to your nominated email address.
27. All personal information collected by Kleenheat under this competition is handled in accordance with Kleenheat's Privacy Policy which can be found at [www.kleenheat.com.au/privacy](http://www.kleenheat.com.au/privacy). Details on how to:
- gain access to your personal information in our possession;
  - correct personal information in our possession; or
  - make a complaint about Kleenheat's handling of your personal information, is contained in that Privacy Policy. Should you wish to be removed from Kleenheat's direct marketing database, or stop receiving direct marketing material from Kleenheat, you can contact Kleenheat on 13 21 80 or (in the case of email or SMS communications) unsubscribe using the method set out in the relevant message.