

## **Kleenheat's "Win 1 of 10 Double Passes to the Perth Scorchers" 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" or "we").
2. Instructions on how to enter and other details contained within promotional, electronic and print materials form part of the terms and conditions. By participating in this competition entrants shall be deemed to agree to abide by these terms and conditions. These terms and 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 Kleenheat customer
  - b. be an Australian resident;
  - c. be 18 years of age or over;
  - d. 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 at 10:00am (WST) on 14/12/16 and concludes at 5:00pm (WST) on 26/12/2016 ("Entry Period").

### **Entering**

6. To enter the competition, an Eligible Entrant must complete the entry form via the link in December's Kleenheat customer newsletter.
7. Entry is limited to one entry per person. Any subsequent entry from a person in the same entry method after the first valid entry is received will be invalid.
8. Kleenheat reserves the right to reject any entry for any reason, including if it considers that it does not meet the requirements

### **Prize**

9. One (1) of ten (10) winners will win two (2) tickets to the Perth Scorchers v Brisbane Heat on Thursday 5 January 2017. ("Prize"). Each prize is valued at \$40.00.
10. The total Prize pool is AUD \$400 inclusive of GST.
11. The Prize must be taken as offered and may not be transferred or substituted except at Kleenheat's discretion and subject to State or Territory legislation. Save for any stated cash component of the Prize, the Prize is not redeemable for cash. However, Kleenheat reserves the right to substitute a prize of equal or greater value where necessary due to Prize unavailability. Any tax on the Prize is the responsibility of the winner. Independent financial advice should be sought by any person participating in this competition.
12. If, for any reason, the winner is not able to participate in or accept the Prize or the winner does not take the Prize at the time stipulated by the promoter, the Prize will be forfeited.
13. It is a condition of accepting a Prize that the winner must comply with all the conditions of use of the Prize.

### **Selecting winners**

14. Winners will be selected on 23 December 2016 at Kleenheat, Building 161, Car Park 12, Murdoch University, Murdoch, Western Australia.
15. The Prize winner will be drawn from all entries collected during the Entry Period. The first 10 valid and eligible entries randomly drawn from entries received from Eligible Entrants during the Entry Period will be eligible to receive the Prize.

16. The Prize winner will be notified phone or email, with tickets sent via mail. The winner's details may be published on the Kleenheat website within two days of the Prize draw. All reasonable steps to notify the winner will be taken by Kleenheat. Winners must respond with verification of their details by 5:00PM (WST) 30 December 2016 from to claim his or her Prize ("Notification Period").

#### **Alternative winner**

17. In the event of a Prize winner failing to or being unable to satisfy these terms and conditions an unclaimed Prize draw will be conducted at Wesfarmers Kleenheat, Building 161, Car Park 12, Murdoch University, Murdoch WA 6150 at 4:00pm (WST) on 30 December 2016. In this eventuality the alternative Prize winner will be notified via phone or email within two business days of the unclaimed Prize draw taking place, and the winner's details will be published on the website.
18. In the event of a dispute regarding these terms and conditions, the decision of the General Manager of Kleenheat will be final and binding and no correspondence will be entered into.

#### **Changing the competition**

19. If any act, omission, event or circumstance occurs which is beyond the reasonable control of Kleenheat and which prevents it from complying with these terms and 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**

20. To the extent permitted by law, 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**

21. The entrants' personal information will be collected by or on behalf of Kleenheat to enable it to administer the competition and publicise the Prize winner 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 winner 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 on the Kleenheat website 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).
22. By participating in the competition, the winner consent to Kleenheat using their (and their companions) 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 his or her companion) will not be entitled to any fee for such use for the purpose of promoting this competition and Kleenheat.
23. 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.