

Kleenheat “NG Newsletter Community Cinemas” Competition 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:
 - ☐ be a resident of Western Australia;
 - ☐ be 18 years of age or over;
 - ☐ be a Kleenheat natural gas residential customer at the time of the competition;
 - ☐ 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 and natural, adopted or step child who lives in the same household as the employee.
4. We may (in our absolute discretion):
 - ☐ verify entrant’s identity, age and the validity of entry;
 - ☐ disqualify entrants who submit an entry that is not in accordance with these terms or who tampers with the entry process;
 - ☐ disqualify entrants who enter using multiple aliases;
 - ☐ accept or reject entries that contain errors or omissions; and
 - ☐ deem incomplete, plagiarised, defamatory or indecipherable entries invalid.
5. The competition commences at 9:00am (WST) on 24/03/2017 and concludes at 11:59pm (WST) on 31/03/2017 (“Entry Period”).

Entering

6. To enter the competition, an Eligible Entrant must log on to kleenheat.link/ngcommunitycinema (“the Entry Form”) and follow the instructions to fully and correctly complete and successfully submit the online Entry Form, including providing their full name, valid email address, contact phone number and home address.
7. Entry is limited to one unique entry per Eligible Entrant, per household.

8. Kleenheat may reject an entry if the contact details that are submitted are incomplete or entered incorrectly in an Entry Form.

9. Entries must be submitted to kleenheat.link/ngcommunitycinema during the Entry Period.

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 winners and for the purpose of contacting the entrant about Kleenheat's natural gas and LPG offer (unless and until the entrant informs Kleenheat that the entrant no longer consents to be contacted about Kleenheat's marketing offers). Information about entrants may also be used by Kleenheat, its agents, contractors and related companies, for other purposes as set out below. By participating in the competition, entrants consent to these uses and disclosure of their information.

Prizes

11. 500 winners will each win two tickets to the movie screening of Telethon Community Cinemas to watch Lion ("Prize") on Wednesday 12 April 2017 at 7:45pm (gates open at 6.30pm).

12. All Prizes must be taken as offered and may not be transferred or substituted except at Kleenheat's discretion and subject to State or Territory legislation. The Prize is not redeemable for cash.

13. If, for any reason, a 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.

Selecting a winner

14. A Prize draw will take place at 10:00am (WST) on 01/04/2017 at Wesfarmers Kleenheat, Building 161, Car Park 12, Murdoch University, Murdoch WA 6150.

15. The first 500 valid and eligible entries randomly-drawn from entries received during the Entry Period will be eligible to receive one (1) Prize.

16. The Prize winners will be notified via phone or email, and the winners' details will be published at kleenheat.com.au/about/competition-winners, within two (2) days of the Draw. All reasonable steps to notify the winner will be taken by Kleenheat. Winners must respond with verification of their details by 12:00PM (WST) 2 April 2017 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 or forfeiting or not claiming the Prize within the Notification Period, 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 03/01/2017. 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.

21. Each Prize winner and their family members will need to sign a waiver and release form before attending the Kleenheat Big Beach BBQ and participating in the mini cricket match. Unfortunately, winners who fail to sign the waiver and release won't be able to participate.

Privacy

22. 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 kleenheat.com.au/about/competition-winners 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).

23. By participating in the competition, winners 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 winners (and their companions) will not be entitled to any fee for such use for the purpose of promoting this competition and Kleenheat.

24. 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. 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.