

Kleenheat's Perth Wildcats Jersey Battle 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;
 - 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 an 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 12:00pm (WST) on 08/11/2019 and concludes at 12:00pm (WST) on 27/02/2020 ("Entry Period").

Entering

6. To enter the competition, an Eligible Entrant must either:
 - Log on to facebook.com/kleenheat during the Entry Period and follow the instructions to post on the Kleenheat Facebook post featuring a Perth Wildcats Jersey Battle.
7. The Entry Period is divided into seven (7) separate periods (each a "Promotion Entry Period") as follows:
Battle 1: From 10:00am (WST) Friday 22/11/2019 to 5:00pm (WST) on Friday 29/11/2019.
Battle 2: From 10:00am (WST) Friday 06/12/2019 to 5:00pm (WST) on Friday 13/12/2019.
Battle 3: From 10:00am (WST) Friday 20/12/2019 to 5:00pm (WST) on Friday 27/12/2019.
Battle 4: From 10:00am (WST) Friday 03/01/2020 to 5:00pm (WST) on Friday 10/01/2020.
Battle 5: From 10:00am (WST) Friday 17/01/2020 to 5:00pm (WST) on Friday 24/01/2020.
Battle 6: From 10:00am (WST) Friday 31/01/2020 to 5:00pm (WST) on Friday 07/02/2020.
Battle 7: From 10:00am (WST) Friday 14/02/2020 to 5:00pm (WST) on Friday 21/02/2020.

One (1) Prize will be awarded for each Promotion Entry Period.

8. Entry is limited to one unique entry per Eligible Entrant per Promotion Entry Period. If more than one entry is received from an entrant in a Promotion Entry Period, only the first entry will be valid.
9. To be eligible to go into a Draw, the entrant must comment on Kleenheat's associated Facebook post, selecting their preferred Perth Wildcats jersey design of the two provided along with reasoning for their selection. The final decision on the validity of an entry will be made at the discretion of Kleenheat.
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 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. There are seven (7) Prizes to be won (each a "Prize").
12. Each Prize winner will win one (1) Perth Wildcats prize pack including one (1) 2019/20 Replica Jersey (Blank) and one (1) \$200 Catsgear merchandise voucher. Each prize is valued at \$309.99.
13. The total prize pool is valued at \$2,169.93 (AUD) inclusive of GST.
14. 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. 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.
15. It is a condition of accepting the Prize that the winner must comply with all the conditions of use of the Prize and the Prize provider's requirements. Gift cards and gift vouchers must be redeemed before the expiry date (if any) shown on the card or voucher. Some Prizes have particular conditions or restrictions attached to them – refer to paragraph 25 for details.
16. 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 or the Prize provider, the Prize will be forfeited.

Selecting a winner

17. One (1) Prize will be awarded for each Promotion Entry Period. A draw ("Draw") will be conducted to determine the winners. Entries received during the relevant Promotion Entry Period will be entered into the corresponding Draw. Draws will take place at Wesfarmers Kleenheat Pty Ltd, Building 161, Car Park 12, Murdoch University, Murdoch WA 6150.

The Draws are as follows:

Battle 1: Winner selected at 2:00pm (WST) on Monday 02/12/2019
Battle 2: Winner selected at 2:00pm (WST) on Monday 16/12/2019
Battle 3: Winner selected at 2:00pm (WST) on Monday 30/12/2019
Battle 4: Winner selected at 2:00pm (WST) on Monday 13/01/2019
Battle 5: Winner selected at 2:00pm (WST) on Monday 27/01/2019
Battle 6: Winner selected at 2:00pm (WST) on Monday 10/02/2019
Battle 7: Winner selected at 2:00pm (WST) on Monday 24/02/2019

18. Prize winners will be notified via Facebook within three (3) days of the Draw. All reasonable steps to notify the winner will be taken by Kleenheat. Prize winners must respond with verification of their details by 12:00PM (WST) 14 days from the day of notification to claim his or her Prize ("Notification Period").
19. Prizes must be picked up by the winner from Wesfarmers Kleenheat head office at Building 161, Car Park 12, Murdoch University, Murdoch WA 6150 by Thursday, 28 February 2019 between Monday to Friday during business hours 9:00am – 4:30pm (excluding public holidays).
20. Winners' details will be published at kleenheat.com.au/about/competition-winners, within three (3) days of each Prize Draw.

Alternative winner

21. 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 4pm (WST) on 01/03/2020. In this eventuality the alternative Prize winner will be notified via phone or email within two (2) business days of the unclaimed Prize draw taking place, and the winner's details will be published on the website.
22. 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

23. 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

24. 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

25. 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 the Prize provider, and their agents, to the extent necessary for Prizes to be delivered to the Prize winners, 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
 - entrants 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).
26. By participating in the competition, winners consent to Kleenheat using their 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.
27. will not be entitled to any fee for such use for the purpose of promoting this competition and Kleenheat. Kleenheat and the prize provider are entitled to amend, edit, select, crop, retouch or add to the image and to reproduce it in any form or media whatsoever throughout the world.
28. 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.