

## Kleenheat's Good Food and Wine Show 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;
  - 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 00:00am (WST) on 23/08/19 and concludes at 11:59pm (WST) on 25/08/2019 ("Entry Period").

### Entering

6. To enter the competition, an Eligible Entrant must log on to [kleenheat.com.au/goodfood2019](http://kleenheat.com.au/goodfood2019) ("the Entry Form") and follow the instructions to fully and correctly complete and successfully submit the online Entry Form, providing their full name, valid email address, daytime contact phone number, address.
7. Entry is limited to one unique entry per Eligible Entrant.
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.com.au/goodfood2019](http://kleenheat.com.au/goodfood2019) 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 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.

## Prize

11. There is one (1) "major prize".

12. The major prize winner will win the following:

1. One (1) \$1,500 voucher for the Empire Retreat;
2. One (1) \$300 voucher for Yarri Restaurant;
3. Two (2) places in a full day wine tour with Margaret River tours valued at \$320;
4. A robe and slipper pack for two (2) people valued at up to \$358.00;
5. A gourmet food hamper valued at up to \$200;
6. A picnic basket valued at up to \$140,

("Prize").

13. The total value of the Prize is \$2,818 (AUD) inclusive of GST.

14. 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.

15. 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.

16. 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 supplier's requirements.

17. Booking of the accommodation, restaurant and tour are solely the responsibility of the winner and subject to availability at the time of booking.

18. Yarri restaurant voucher expires 13/6/20. Empire retreat voucher expires 12/6/20. Margaret River tour voucher expires 13/6/20.

## Selecting a winner

19. The winner will be selected on Monday August 26 2019 at 10am at Kleenheat, Building 161, Car Park 12, Murdoch University, Murdoch WA 6150.
20. The first valid and eligible entry randomly drawn from entries received from Eligible Entrants [during the Entry Period](#) will be eligible to receive the Prize.
21. The Prize winner will be notified via email, and the winner's details will be published at [kleenheat.com.au/about/competition-winners](http://kleenheat.com.au/about/competition-winners), within one (1) day of the Prize draw.
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.

## Other conditions applicable to the Prize

23. If for any reason whatsoever the Prize winner does not take an element of the Prize at the time stipulated by the Prize provider, then that element of the Prize will be forfeited by the winner and cash will not be awarded in lieu of that element of the Prize.
24. Dates of travel within holiday periods are subject to availability. Blackout dates apply. Blackout dates include Christmas, Easter and school holidays, Australian or National holiday periods.
25. The Prize winner, or their travelling companion, may be required to provide a credit card in order to check-in at the hotel for a security deposit, and to cover any incidental charges.
26. All elements of the package are subject to availability at the time of booking.

## Changing the competition

27. 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

28. 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

29. 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 the Prize provider, and their agents, to the extent necessary for the Prize to be delivered to the Prize winner, 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](http://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).

30. By participating in the competition, the winner consents 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 their companions) will not be entitled to any fee for such use for the purpose of promoting this competition and Kleenheat. The Prize winner will be required to supply Kleenheat with images from their holiday to be used on their digital pages and for any purpose at its absolute discretion, including promotional, marketing and publicity purposes without any further reference or payment or other compensation to the entrant. 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.

31. 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.