

# Perth Kilt Run 2023 – Early Bird Registration Competition

## TERMS AND CONDITIONS

By entering the Competition, you are agreeing to the following terms and conditions.

### Definitions

1. In these Terms and Conditions:
  - (a) “Competition” means the 2023 Perth Kilt Run Early Bird Registration Competition;
  - (b) “Promoter” means the City of Armadale (ABN 79 863 269 538) of 7 Orchard Avenue, Armadale;

### General

2. The promotion is open to Australian residents that meet the eligibility requirements in these terms and conditions.
3. Instructions on how to enter and other details contained within promotional advertisements form part of these terms and conditions.
4. By entering the promotion, entrants agree to abide by these Terms and Conditions.
5. Entrants under the age of 18 agree that they have their parent’s or legal guardian’s consent to enter the Competition and that the parent or guardian accepts and agrees to be bound by these Terms and Conditions.

### Who Can Enter?

6. Entry to the Competition is open to residents of Western Australia.
7. Elected members, managers, employees, and their immediate families, of the Promoter are not eligible to enter. For the purpose of this clause 'immediate family' means spouse, de-facto, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.
8. The Promoter reserves the right, in its sole discretion, to:
  - (a) verify the validity of entries and entrants (including entrants’ identity, eligibility, age/parent permission and place of residence);
  - (b) disqualify any entrants for tampering with the entry process or for submitting an entry not in accordance with these Terms and Conditions; and
  - (c) remove and exclude any entry that does not meet the eligibility requirements set out in these Terms and Conditions from the Competition at any time.
9. An entrant can only enter the Competition once.

### How to Enter

10. The Competition will commence at 9pm on 1 August 2023 WST (“Commencement Date”) and will close at 11.59pm on Thursday 31 August 2023 WST (“Closing Date”).
11. Any entry received after the Closing Date will not be accepted.
12. No responsibility is accepted for incomplete, late, lost, delayed, or misdirected entries.
13. In order to enter, entrants must:
  - (a) Complete their registration for the Perth Kilt Run via the Race Roster registration platform.

14. The time of entry will be the time at which:
  - (a) Payment for the entry is processed through the Race Roster registration platform. Registrations aren't considered complete until the registration fees are paid in full.
15. The Promoter reserves the right in its sole discretion to remove and exclude any entry from the Competition at any time.

### **The Prizes**

16. There will be one (1) Prize winners.
  - a) The Prize will be drawn from the entries received in accordance with these Terms and Conditions.
17. The Winner will each receive:
  - a) 1 x gift voucher to the value of \$100
18. The prize cannot be used in conjunction with any other offer from the respective Promoter.
19. The Prize, regardless of whether claimed, unclaimed, or unused, cannot be refunded, exchanged or redeemed for cash.

### **How to Win**

20. The Prize draw will take place within one week of the Competition closing. The draw will be performed by a random computerised process. The Prize winner will be notified by email and telephone within 14 days of the draw.
21. To redeem the Prize, the winner will be required to respond to this email or telephone call within 14 days. If the winner does not do this, the prize will be considered forfeited, and a redraw will be considered by the Promoter.
22. In the event of a redraw, all other conditions set out in these Terms and Conditions will still apply.
23. The Promoter reserves the right to request that the Prize winner's provide proof of identity prior to awarding the Prize. Identification considered suitable for the verification is at the sole discretion of the Promoter.
24. The Promoter's decision (including any decisions as to Prize distribution) is final and the Promoter will not enter into correspondence regarding the result.
25. It is a condition of accepting the Prize that the winner must comply with all these Terms and Conditions and the Prize supplier's requirements. To the extent of any inconsistency with these Terms and Conditions, the terms and conditions of the Prize supplier prevail.

### **No Liability**

26. All costs incurred by the entrant associated with entering this Competition and claiming the Prize are the responsibility of the entrant.
27. All entrants unconditionally and irrevocably indemnify, release and discharge the Promoter, and their associated personnel, agencies and companies from any and all liability, cost, loss or expense arising out of participation in this Competition or acceptance, delivery of the Prize including (but not limited to) loss of income, personal injury and damage to property, whether direct or consequential, foreseeable, due to some negligent act or omission or otherwise.

28. The Promoter and their associated personnel, agencies and companies will not be responsible or liable for:
- (a) any loss or damage whatsoever or personal injury suffered or sustained, in connection with the Competition, the use, delivery or installation of the Prize or any act or omission of the Promoter, or their respective agents, employees or contractors;
  - (b) damage of the Prize, or any element of the Prize, or the winner's property during installation or transport of the Prize;
  - (c) Prizes that are damaged, lost in transit, late, lost or misdirected delivery, or if any element of the Prize is not provided;
  - (d) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to or alteration of entries; or
  - (e) any loss or damage sustained or incurred:
    - (i) if, for any reason, the Competition is suspended, varied or terminated at any time, with or without prior warning or publicity;
    - (ii) as a result of late, lost or misdirected entries;
    - (iii) as a result of any change in the value of the Prize, or any element of the Prize, occurring between the Commencement Date and the date that the Prize is claimed.
29. These indemnities and disclaimers apply to the full extent permitted by law.

### **Reserved Rights**

30. In all matters, all decisions of the Promoter will be final and cannot be contested. No correspondence or discussions will be entertained.
31. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
32. The Promoter reserves the right to amend these Terms and Conditions or cancel the Competition at any time.

### **Privacy Details**

33. The Promoter is collecting entrant's personal information for the purpose of conducting and promoting this Competition, including for the purpose of identifying and notifying the Prize winner. Upon entry into this Competition, the Promoter may collect entrant's personal information, including name, address, age, telephone number and other contact details. The Promoter will not use this information for any purpose other than that outlined in these Terms and Conditions.
34. Each entrant's personal information will be handled in accordance with the Promoter's Privacy Statement. By providing personal information, each entrant agrees to the terms of the Promoter's Privacy Statement. The Promoter's Privacy Statement can be viewed at the Promoter's website at <https://www.armadale.wa.gov.au/privacy-statement>
35. By entering this Competition, each entrant acknowledges, agrees and expressly consents to the Promoter:
- (a) contacting the entrant by any means to let the entrant know about goods, services, or promotions / competitions which the Promoter considers may be of interest to the entrant;

- (b) disclosing the entrant's personal information to other persons or entities who may assist the Promoter in promoting the City of Armadale or running promotions or competitions, or use that information in any media for the Promoter's own marketing, promotional and publicity purpose without any further reference, payment or other compensation to the entrant;
  - (c) including the entrant's name in future mail, email, SMS or other campaigns.
36. Each entrants consent continues until the consent is withdrawn in accordance with the applicable law. Entrants have the option to withdraw their consent and unsubscribe from receiving any communications at any time.
37. By entering this Competition each entrant expressly consents to the Promoter disclosing their personal information to any other third party engaged to provide or install any element of the Prize for the purpose of fulfilling the Prize. Each entrant acknowledges that the Promoter and any other is solely responsible for its use of that information.