

LiveLighter Picnic Pack Competition

Terms and Conditions

The promoter of this Competition is Healthway (the “Promoter”) (ABN 24 538 749 304), Level 2, 38 Station St, Subiaco, Western Australia, Australia. In conjunction with the City of Joondalup.

These terms and conditions govern the competition. All other information provided prior to entering the competition, including any instructions on how to enter the competition, form part of these terms and conditions. Participation in this competition is deemed acceptance of these terms and conditions. Any entry not complying with these terms and conditions is invalid.

Who Can Enter

1. Entry is only open to residents of Western Australia, eighteen (18) years and over who share the Facebook post for the Music in the Park November Concert to be held at Penistone Park, Greenwood.
2. Employees (and their immediate families) of the promoter and agencies associated with this competition are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child, or stepchild (whether natural or by adoption), parent, stepparent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, stepbrother, or stepsister.
3. The promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant’s identity, age, and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these terms and conditions or who tampers with the entry process.
4. Errors and omissions will be accepted at the promoter's discretion. Failure by the promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. Incomplete or indecipherable entries will be deemed invalid.
5. Multiple entries are accepted as long as the entrant has met all the entry criteria on each submission.
6. The entrant confirms and warrants that they

have full power and authority to enter into this agreement and hereby indemnifies the promoter from and against any and all costs and damages incurred as a result of any breach of these terms and conditions.

How to Enter

To enter, eligible individuals must:

1. Like the Instagram post promoting the competition to win the LiveLighter Picnic Pack
2. Tag a friend in the comments

Competition ends **Friday 25 November 2022** at 12noon WST.

How to Win

1. The Competition commences on **Monday 21 November 2022** at 9:00am WST and closes on **Friday 25 November 2022** at 12noon WST. (“Competition Period”).
2. To be eligible to enter the competition, entrants will need to like the competition Instagram post (as pictured above) and tag one friend.
3. One (1) winner will be randomly selected from all eligible entries across the competition period.
4. The winner will be notified via direct message and will be able to pick up their prize from the LiveLighter Info Station at Music in the Park on **Saturday 26 November 2022**, from 5.00pm
5. The promoter’s decision is final, and no correspondence will be entered into. Entrants who do not win will not receive any notification at all.

The Prize

1. The winner will win one LiveLighter Picnic Pack, valued at \$30.00
2. The prize is not transferable to another person (unless agreed to by the promoter) or exchangeable for other goods and services and cannot be redeemed for cash
3. If a winner is not contactable or the prize is not claimed by **Saturday 26 November 2022**, the prize will be forfeited. The promoter reserves

reserves the right to reselect an alternative winner as necessary to distribute the prize subject to any directions given by the relevant authority.

4. If the prize is unavailable for any reason, the promoter, in its discretion, reserves the right to substitute the prize with a gift of equal value and/or specification, subject to any written directions from a regulatory authority.

Release for Promotional Activities

1. The winner agrees to participate in promotional activities associated with the prize such as photo documentation or media interviews, as required by the promoter. The winner agrees to the promoter using the winner's image for any purpose related to the prize and competition.

Exclusion of Liability

1. If this competition cannot be conducted as reasonably anticipated for any reason beyond the reasonable control of the promoter, the promoter reserves the right, in its sole discretion

(a) to disqualify any entrant; or

(b) to modify, suspend, terminate, or cancel the promotion, as appropriate.

2. The promoter excludes all liability for any personal injury, or any loss or damage (including loss of opportunity); whether direct, indirect, special, or consequential, arising in any way out of the competition, including, but not limited to:

(a) any technical difficulties or equipment malfunction (whether or not under the promoter's control);

(b) any theft, unauthorised access, or third-party interference;

(c) any claim or offer that is late, lost, altered, damaged or misdirected (whether after their receipt by the promoter) due to any reason beyond the reasonable control of the promoter;

(d) any variation in gift value to that stated in these terms and condition;

(e) any tax liability incurred by an entrant; or

(f) use of the prize.

3. The promoter and its associated agencies shall not be liable in any way if the performance of obligations hereunder is

delayed or becomes impossible by reason of any Act of God, war, fire, earthquake, strike, sickness, accident, civil commotion, or any other cause.

Privacy Policy and Consent

1. The promoter does not collect any personal information in this competition. If your entry is selected as a winning entry, you will be contacted by the promoter via phone and/or email for the purposes of distributing your prize to you.
2. These terms and conditions shall be governed by the law of Western Australia, Australia.