**Minnawarra Art Awards 2024 – People’s Choice Award Competition**

**TERMS AND CONDITIONS**

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

**Definitions**

1. In these Terms and Conditions:
   * 1. “Competition” means the Minnawarra Arts Awards People Choice Award Competition;
     2. “Promoter” means the City of Armadale (ABN 79 863 269 538) of 7 Orchard Avenue, Armadale;

**General**

1. The Competition is open to Australian residents that meet the eligibility requirements in these terms and conditions.
2. Instructions on how to enter and other details contained within promotional advertisements form part of these terms and conditions.
3. By entering the Competition, entrants agree to abide by these Terms and Conditions.

**Who Can Enter?**

1. Entry to the Competition is open to residents of Western Australia that is a person 18 years of age or older, and who is not excluded by clause 6.
2. 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.
3. The Promoter reserves the right, in its sole discretion, to:
   * 1. verify the validity of entries and entrants (including entrants’ identity, eligibility, age and place of residence);
     2. disqualify any entrants for tampering with the entry process or for submitting an entry not in accordance with these Terms and Conditions; and
     3. 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.
4. An entrant can only enter the Competition once.

**How to Enter**

1. The Competition will commence at 6.30pm on Friday 3 May 2024 WST (“Commencement Date”) and will close at 4pm on Sunday 19 May 2024 WST (“Closing Date”).
2. Any entry received after the Closing Date will not be accepted.
3. No responsibility is accepted for incomplete, late, lost, delayed, or misdirected entries.
4. In order to enter, entrants must:
   * 1. Complete a People’s Choice Award voting card and
     2. Register your full name, email address and contact phone number
5. The time of entry will be the time at which the completed voting card is deposited into the voting box.
6. The Promotor reserves the right in its sole discretion to remove and exclude any entry from the Competition at any time.

**The Prizes**

1. There will be one (1) Major Prize winner.
2. The Major Prize consists of:
   * 1. 1 x $100 gift card
3. The Prize cannot be used in conjunction with any other offer from the respective Promoter.
4. The Prize, regardless of whether claimed, unclaimed, or unused, cannot be refunded, exchanged or redeemed for cash.

**How to Win**

1. The Major Prize Package winner will be drawn from the entries received in accordance with these Terms and Conditions. The Prize draw will take place by 5.00pm on Friday 31 May 2024 WST. The draw will be performed by a random computer process, and the winners will be notified by telephone and email within 14 days.
2. To redeem the Prizes, the winners will be required to respond to this telephone call or email within 31 days.
3. The Promoter reserves the right to request that the Prize winner’s provide proof of age and or proof of identity prior to awarding the Prize. Identification considered suitable for the verification is at the sole discretion of the Promoter.
4. The Promoter’s decision (including any decisions as to Prize distribution) is final and the Promoter will not enter into correspondence regarding the result.
5. 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**

1. All costs incurred by the entrant associated with entering this Competition and claiming the Prize are the responsibility of the entrant.
2. 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.
3. The Promoter and their associated personnel, agencies and companies will not be responsible or liable for:
   * 1. 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;
     2. damage of the Prize, or any element of the Prize, or the winner’s property during installation or transport of the Prize;
     3. Prizes that are damaged, lost in transit, late, lost or misdirected delivery, or if any element of the Prize is not provided;
     4. 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
     5. any loss or damage sustained or incurred:
        1. if, for any reason, the Competition is suspended, varied or terminated at any time, with or without prior warning or publicity;
        2. as a result of late, lost or misdirected entries;
        3. 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.
4. These indemnities and disclaimers apply to the full extent permitted by law.

**Reserved Rights**

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

**Privacy Details**

1. 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.