

## Terms and Conditions

PROMOTER: Premiere Productions ABN 81 494 524 311, Suite 9, 126 Broadway NEDLANDS WA 6009 (the Promoter)

PROMOTION: Buy Tickets online and WIN Engel Prize Pack

PROMOTIONAL PERIOD: Friday, 24 July 2019 at 9am AWST until Monday, 23 September 2019 at 4.00pm AWST.

ELIGIBILITY: Entry is open to Australian residents aged 18 years or older. The Promoter reserves the right to verify the eligibility of each entrant. Employees of the Promoter and The Perth Boat International Show and their immediate family members are not eligible to enter.

### PRIZE:

1 x Engel 123 litre Ice Box rrp. \$649.00

1 x Engel Soft Bag rrp. \$329.00

ENTRY: To be eligible to enter the Promotion, entrants must purchase a ticket to the 2019 Club Marine Perth International Boat Show via the Show website and agree to the Terms and Conditions of the Competition (including subscribing or confirming their existing subscription to the Perth International Boat Show News and the Prize Provider). After submitting the required information of the Ticket Purchase, the Entrant will receive one (1) entry into the judging. Participants are able to unsubscribe at any time following the Prize Draw via the 'unsubscribe' link in any email communications from the Perth International Boat Show and Engel.

WINNER SELECTION: All entries completed and submitted in accordance with these Terms and Conditions will be entered into the draw, which will be drawn in the presence of a panel of judges via a random computer generated selection at Suite 9, 126 Broadway Nedlands WA 6009 on Monday 23<sup>rd</sup> September 2019 at 12pm AWST.

WINNER ANNOUNCEMENT: Prize Winners will be notified by phone (if provided) and email. Winner Announcements will take place on Monday, 23 September 2019 at 4:00pm AWST.

Prizes cannot be exchanged or redeemed for cash. If for any reason, the Prize Winner cannot accept the Prize within ninety (90) days of notification, the Prize will be forfeited and a redraw will take place.

The Prize must be taken as offered and cannot be varied. Any element of the Prize not taken by the Winner for any reason, will be forfeited by the Winner and cash will not be awarded in lieu of that element of the Prize. Prize values are the recommended retail value as provided by the supplier and are correct at time of printing. The Promoter accepts no responsibility for any variation in prize value.

Prizes are subject to availability. If any of the Prize options are unavailable, for whatever reason, the Promoter reserves the right to substitute any of the Prizes for a Prize of equal or greater value, subject to state regulation and subsequent approval.

Entrants can only enter in their own name and use their own contact details. The Promoter reserves the right to request the winner provide proof of identity, proof of residency, and/or proof of entry

validity. Proof of identification, residency and entry considered suitable for verification is at the discretion of the Promoter. The Promoter reserves the right to validate and check the authenticity of any Prize claim or entry before awarding the Prize.

The Prize winner is advised that Tax implications may arise from their prize winning and they should seek independent financial advice prior to the acceptance of the prize.

**PRIZE CONDITIONS:** Prizes cannot be exchanged or redeemed for cash. If for any reason, the Prize Winner cannot accept the Prize within ninety (90) days of notification, the Prize will be forfeited and a redraw will take place.

The Prize must be taken as offered and cannot be varied. Any element of the Prize not taken by the Winner for any reason, will be forfeited by the Winner and cash will not be awarded in lieu of that element of the Prize. Prize values are the recommended retail value as provided by the supplier and are correct at time of printing. The Promoter accepts no responsibility for any variation in prize value.

Prizes are subject to availability. If any of the Prize options are unavailable, for whatever reason, the Promoter reserves the right to substitute any of the Prizes for a Prize of equal or greater value, subject to state regulation and subsequent approval.

Entrants can only enter in their own name and use their own contact details. The Promoter reserves the right to request the winner provide proof of identity, proof of residency, and/or proof of entry validity. Proof of identification, residency and entry considered suitable for verification is at the discretion of the Promoter. The Promoter reserves the right to validate and check the authenticity of any Prize claim or entry before awarding the Prize.

The Prize winner is advised that Tax implications may arise from their prize winning and they should seek independent financial advice prior to the acceptance of the prize.

The prize includes delivery to the winner's nominated postal address within Australia.

**REDRAW PROCEDURE:** The Promoter reserves the right to redraw in the event of an entrant being unable to satisfy these competition conditions, forfeiting or not claiming a prize. If the prize remains unclaimed or forfeited through ineligibility or otherwise, the Promoter will conduct a further draw at the Promoter's Address on Monday, 6 January 2020 subject to state regulations and the winners will be notified by phone and in writing. Redraw Prize Winner will be notified by phone and confirmed in writing within 5 business days of the draw. Redraw Prize Winner will be announced on the Perth Boat Show Facebook Page.

**PUBLICITY:** It is a condition of entry into the Promotion that the Winner consents to the publication of their name and city of origin in any advertisements or articles relating to the Promotion or the Prize and participates in any media releases, which may include photographs or videos of the Winner by the Promoter.

No payment will be given for any publicity achieved as a result of this Promotion.

**RELEASE:** To the fullest extent permissible by law, each entrant including the Prize Winner and any person partaking in any component of the Prize, releases and indemnifies the Promoter from any claim, loss, damage, injury (including death), expense (including any claim for legal expenses), cost or charge sustained or in any way incurred in connection with the Prize or Promotion or participation in the Prize or Promotion. The Promoter's responsibility for the provision of prizes is limited to the

Prize(s) described in these Terms and Conditions, the Promoter accepts no further liability or commitment beyond those stated and is not liable for any failure of the Promoter's agents or contactors to supply the Prize(s) as stated.

This condition does not affect, and is not intended to affect, any rights a consumer may have, which cannot be excluded under applicable consumer protection laws. To the fullest extent permitted by law, any liability of the Promoter or its servants or agents for breach of any such rights are limited to re-supply of the prize.

**DISPUTES:** In the event of a dispute, the decision of the Promoter is final and binding.

**ALTERATION:** Subject to any regulatory requirements, the Promoter reserves the right to alter these Terms and Conditions to address any misinterpretation, misinformation or misunderstanding in the application of these Terms and Conditions, as is permitted by law. The Promoter's decision will be final.

**ACCEPTANCE:** Participation in the Promotion constitutes acceptance of these Terms and Conditions.

**DISQUALIFICATION:** Any failure to comply with these Terms and Conditions may result in immediate disqualification of an entrant or the Prize Winner. Disqualification will be at the Promoter's sole discretion.

**CANCELLATION:** The Promoter reserves the right to cancel the Promotion at any time prior to the commencement of the Promotion Period for any reason, including, without limitation, if the Promoter determines that the Competition cannot be conducted as planned or should a virus, bug, tampering or unauthorized intervention, technical failure or other cause beyond the Promoter's control corrupt the administration, security, fairness, integrity or proper play of the competition. In the event any tampering or unauthorised intervention may have occurred, The Promoter reserves the right to void suspect entries at issue. Subject to relevant state regulation, any attempt to damage the content or operation of this competition is unlawful and subject to possible legal action by the Promoter.