

TERMS AND CONDITIONS

SUNSMART SUMMER COMPETITION

1. Competition and Promoter

- 1.1 By entering the SunSmart Summer Competition (“**the Competition**”) and in consideration for the opportunity to participate in the Competition, each entrant agrees to be bound by and observe these Conditions of Entry. Information on how to enter and prize details form part of these Conditions of Entry.
- 1.2 The promoters of the Competition are So Media Group Pty Ltd and SunSmart WA (“**the Promoters**”). The Promoters are the provider of all prizes on offer.

2. Who may enter

- 2.1 Subject to this clause 2, entry into the Competition is open to all consumers who adhere to these terms and conditions.
- 2.2 The officers, management and employees (and immediate family members of officers, management and employees) of So Media Group and its related corporations and associated agencies, including third-party prize suppliers, are not eligible to enter the Competition.
- 2.3 Each entrant may submit only one entry to the Competition. Such entry must comply with these Conditions of Entry.
- 2.4 To enter the competition and be eligible to win the Major Prize, you must be over the age of eighteen (18) and reside in Western Australia.

3. Competition Period

- 3.1 Entries for the Competition open at 7:00 am AWST on Wednesday, December 18th 2024 and close at 11:59 pm on Sunday, January 12th 2025 (“**the Competition Period**”).
- 3.2 Entries not received during the Competition Period or not completed in accordance with these Conditions of Entry will not be eligible to win.

4. How to Enter

- 4.1 The Competition is a random draw. To participate, entrants must complete their entries as follows (an **Entry**):
- (i) Visit the Competition Page on So Perth at soperth.com.au/summer.
 - (ii) Complete all required registration fields.

5. Prize and notification

- 5.1 The winner will be drawn at random and will win a SunSmart South West getaway which consists of:
- (i) Two nights accommodation for two people in a one-bedroom ocean-view villa at Smith’s Beach Resort;
 - (ii) \$1,000.00 Turo credit to hire a luxury car;
 - (iii) Lunch for two at Masseria Restaurant to the value of \$250.00; and

(iv) A Cancer Council sunscreen pack.

- 5.2 The prize winners will be announced within 48 hours of the end of the Competition Period and notified via email. The prize winner then has five (5) days to accept the prize. In the event that the prize hasn't been accepted by the prize winner in this time, a re-draw will occur.
- 5.3 The Promoter accepts no responsibility for any variation in the value of a prize. The prize is not transferable or exchangeable and must be taken as offered. If for any reason the prize winner does not take an element of the prize during the stated period and on the conditions stipulated by the Promoters or any third party, that element of the prize will be forfeited and cash will not be awarded in lieu of that element of the prize.
- 5.5 In the event that any element of the prize is not available, the Promoter reserves the right to substitute a prize of equal or greater value.
- 5.6 The prize winner is responsible for all expenses not specified in these Conditions of Entry.
- 5.7 The prize must be redeemed before June 30th, 2025.
- 5.8 The Prize is subject to booking availability and can't be redeemed on a public holiday.

6. **Unclaimed prizes**

- 6.1 All prizes remain the property of the Promoter until they are collected by the selected prize winner(s).
- 6.2 All unclaimed prizes remain the property of the Promoter.

7. **Information for Prize Winners**

All entrants agree that, if selected as a prize winner, the prize winner may be required to provide the Promoter with identification and/or proof of age. If the prize winner is under the age of 18 years, the prize will be forfeited and the competition re-drawn. In accepting a prize, the prize winner agrees to the release set out below. The form of identification and/or proof of age are at the discretion of the Promoter.

8. **Limitation of Liability**

- 8.1 Except for any liability that cannot by law be excluded (including as set out under paragraph 8.2), the Promoters, their related corporations and associated agencies (and any of their personnel) exclude all liability for any loss (including any damage, claim, injury, cost or expense) which is suffered or incurred by any entrant (including the prize winner) in connection with the Competition or a prize, including, without limitation: (i) any indirect, economic or consequential loss; (ii) any loss arising from the negligence of the Promoter, its related corporations and associated agencies (and any of their personnel); and (iii) any liability for personal injury or death.
- 8.2 No responsibility will be taken by the Promoters or their authorised agents for lost, ineligible, misdirected or late entries due to technical reasons or any other reason. Entries that are not genuine or are incomplete, late or in any way fraudulent will be declared void.

9 **Privacy**

- (a) By entering the Competition, the entrant understands and agrees that the Promoters may use and disclose the entrant's personal information to assist in conducting the Competition and communicating with the entrant in regard to special offers from the

Promoters, third party prize suppliers (where applicable) and their related entities. Entrants in the Competition acknowledge that the Promoters may share an entrant's personal information with the Promoters' Australian and foreign related entities which may contact the entrant with marketing messages and special offers. Without limiting the foregoing, the Promoters may disclose the prize winner's personal information to third parties for the purpose of fulfilling the prize. If an entrant elects to receive information from other third parties, the Promoters may also disclose the entrant's personal information for that purpose.

- (b) The Promoters are bound by Australian privacy laws. Entrants may find out more information about how the Promoter collects, uses and discloses personal information by reading the Promoter's Privacy Policy. Entrants may access the personal information the Promoter holds about them by writing to the Promoter at the address set out in the Privacy Policy. If the Promoter limits or denies an entrant access to their personal information in certain circumstances, the Promoter will tell the entrant why access was limited or denied.

10 **General**

- 10.1 All Entries must be original and created solely by the entrant. All Entries and all copyright and other rights in such entries and/or other materials become the property of the Promoters and will not be returned. Each entrant agrees to provide a written assignment of all rights to the Promoters if requested. By submitting an Entry and any other materials (save for any personal information) to the Promoters in connection with the Competition, each entrant:
- (a) specifically authorises the Promoters to use and/or license third parties to use such Entry in whole or in part, throughout the universe, in perpetuity in or on any and all media, whether currently in existence or developed in the future, and alone or together or as part of other information, content and/or material of any kind or nature;
 - (b) represents and warrants that all elements contained in the Entry or other material:
 - (i) are original to the entrant and fully cleared for use as contemplated in these Conditions of Entry;
 - (ii) do not and will not, in any way, violate or breach any of the terms of any other agreement the entrant may be a party to;
 - (iii) do not contain defamatory, tortious or otherwise unlawful, untrue or inaccurate information, infringe or violate any copyright or other right; or contain any matter the publication or sale of which will violate any law;
 - (iv) are not obscene or likely to cause offence;
 - (v) are not in any way cruel or abusive; and
 - (vi) will not require the Promoters to pay or incur any sums to any person or entity as a result of the Promoters' use or exploitation of the same; and
 - (c) unconditionally and irrevocably consents to any act or omission which would otherwise infringe any of their moral rights in the entry and waives all moral rights in the entry that arise outside of Australia.
- 10.2 Acceptance of the prize constitutes consent on the prize winner's part to allow the use of the prize winner's name, image, voice and/or likeness by the Promoters for editorial, advertising, promotional, marketing and/or other purposes without further compensation except where prohibited by law.
- 10.3 No correspondence will be entered into and the judges' decision is final and binding.

- 10.4 If, for any reason, the Competition is not capable of running as planned, including due to infection by computer virus, bugs, tampering, technical failures or any other causes beyond the control of the Promoters, which corrupt or affect the fairness or integrity or proper conduct of the Competition, the Promoters reserve the right in their sole discretion to disqualify any individual who tampers with the entry process and to cancel, modify, terminate or suspend the Competition.
- 10.5 The prize winner is advised that tax implications may arise from the prize and should seek independent financial and taxation advice prior to their acceptance of the prize. The prize winner is responsible for all taxes which may be payable as a consequence of receiving a prize.
- 10.7 The Competition is governed by the laws of Western Australia. All entrants submit to the non-exclusive jurisdiction of the courts of Perth, Western Australia.
- 10.8 Where it is lawful to do so, these Terms and Conditions may be updated to address any errors or to clarify information and re-published online at soperth.com.au/sunsmart-competition-terms

11 **Contact details**

- 11.1 It is the entrant's responsibility to inform the Promoter of any change to the entrant's contact details, including their email address.