

# Music in the Park 2025 Audience Survey

## 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 Music in the Park 2025 Audience Survey;
  - (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.

### Who Can Enter?

5. Entry to the Competition is open to attendees of the Music in the Park 2025 series and is a resident of Western Australia that is a person 18 years of age or older, and who is not excluded by clause 6.
6. Elected members, managers, employees, and their immediate families, of the Promoter, and Sponsor, 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.
7. The Promoter reserves the right, in its sole discretion, to:
  - (a) verify the validity of entries and entrants (including entrants' identity, eligibility, age 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.
8. An entrant can only enter the Competition once.

### How to Enter

9. The Competition will commence at 12pm on 15 February 2025 WST ("Commencement Date") and will close at 5pm on 12 April 2025 WST ("Closing Date").
10. Any entry received after the Closing Date will not be accepted.
11. No responsibility is accepted for incomplete, late, lost, delayed, or misdirected entries.
12. To enter, entrants must:
  - (a) Submit your feedback within the survey for the Music in the Park series either online or with the hardcopy forms at the performance, and
  - (b) Provide your name and phone number or email address where prompted.
13. The time of entry will be the time at which the feedback is submitted.
14. The Promoter reserves the right in its sole discretion to remove and exclude any entry from the Competition at any time.

## **The Prizes**

15. There will be three (3) Prize Winners per month for February, March, and April 2025, a total of nine (9) prizes.
16. The Prizes each consist of:
  - (a) A \$20 voucher for Park Café, 21/193 Jull Street, Armadale
17. The Prizes, regardless of whether claimed, unclaimed, or unused, cannot be refunded, exchanged or redeemed for cash.

## **How to Win**

18. The Prize Winners will be drawn each month from the entries received during that month (February, March, and April 2025) in accordance with these Terms and Conditions. The first month's Prize draw will take place by 4pm on 24<sup>th</sup> February on 2025 WST, the second three Prize draw by 4pm on 31st March 2025 WST, and the third and final three Prize draw by 4pm on 14th April 2024. The draws will be performed by a random computerised process, and the Winners will each be notified by email or telephone on this day, or subsequent days in the event of communication difficulties.
19. To redeem the Prizes, the Winners will be required to collect their prizes from the Administration building, 7 Orchard Ave, City of Armadale and provide identification upon request. The prize winners will be notified by telephone or email within 31 days.
20. The Winners' names may be published on the City's Facebook page once the Winners have been notified.
21. The Promoter reserves the right to request that the Prize Winners 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.
22. The Promoter's decision (including any decisions as to Prize distribution) is final and the Promoter will not enter correspondence regarding the result.
23. 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.
24. The Prizes are non-exchangeable and cannot be taken as cash.

## **No Liability**

25. All costs incurred by the entrant associated with entering this Competition and claiming the Prizes are the responsibility of the entrant.
26. All entrants unconditionally and irrevocably indemnify, release and discharge the Promoter, Sponsor, 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, collection or use 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.
27. The Promoter and Sponsor 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 collection of the Prize or any act or omission of the Promoter, Sponsor, or their respective agents, employees or contractors;
  - (b) damage of the Prize, or any element of the Prize, or the winner's property during 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.

28. These indemnities and disclaimers apply to the full extent permitted by law.

### **Reserved Rights**

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

### **Privacy Details**

- 32. The Promoter is collecting your personal information for the purpose of conducting and promoting this Competition, including for the purpose of identifying and notifying the Prize winners. 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.
- 33. 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>
- 34. 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.
- 35. Each entrant's 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.
- 36. 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.