

Complete the Midlandia Survey to win a \$200 Midland Gate gift card competition.

Terms and Conditions

1. STANDARD TERMS

- 1.1 Information on how to enter forms part of the terms of entry.
- 1.2 By entering the Complete the Midlandia Survey win a \$200 Midland Gate gift card Competition ("Competition") you are agreeing to the following Terms and Conditions.

2. WHO CAN ENTER?

- 2.1 Subject to clause 2.2, entry is open to all permanent residents of Australia who are over the age of 18, who have attended Midlandia 2017 and who complete the Midlandia online survey in accordance with the instructions provided.
- 2.2 Current employees of and contractors currently engaged by JumpClimb Pty. Ltd. and the City of Swan (collectively known as "The Promoters"), their immediate families, associated agencies and companies, are not eligible to enter. For the purposes of this clause 2.2, immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether by natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.

3. HOW TO ENTER

- 3.1 The Competition will commence Thursday, April 6, 2017 at 5.00pm (WST) and will conclude Wednesday, April 19, 2017 at 12noon (WST).
- 3.2 In order to be eligible to win a prize, entrants must fully complete the survey and include their name, telephone number and email address.
- 3.3 Only 1 entry per person is permitted.
- 3.5 The time of entry will be the time the completed survey with contact details is completed and submitted.
- 3.6 The Promoters, their agents, affiliates or representatives will not be liable for any late, lost or misdirected surveys.
- 3.7 Incomplete, incorrect or incomprehensible details will, at the sole and absolute discretion of the Promoters, invalidate the participant's entry.

4. PRIZES

- 4.1 There will be 1 prize winner in total.
- 4.2 The winner will receive:
 - \$200 Midland Gate gift card
- 4.3 Prize values are based on the recommended retail prices at the time of printing. The Promoters accepts no responsibility for changes in prize value between now and the ultimate prize redemption date.
- 4.4 Any additional costs incurred are the winner's responsibility and cost.
- 4.5 The prizes cannot be transferred, exchanged or redeemed for cash. Prizes must be taken as offered and cannot be varied.

5. HOW TO WIN

- 5.1 The winner will be drawn at random from the pool of entrants who have correctly completed the survey
- 5.2 The draw will take place at the City of Swan, 2 Midland Square, Midland WA 6056 on Thursday, April 20, 2017 at 10.00am. Entries will be drawn by a random prize generator tool whereby all names will be entered into the system and one name selected. The name drawn from the barrel will win one \$200 Midland Gate gift card.
- 5.3 The winners' name will be published on the Midlandia Facebook page on Thursday, April 20, 2017. The winner will also be notified by the City of Swan by telephone and/or email.
- 5.4 The Promoter's decision is final and the Promoters will not enter into correspondence regarding the result.
- 5.5 The Promoters reserve the right to verify the validity of entries and to disqualify any entry which, in the opinion of the Promoters, includes objectionable content, profanity, potentially insulting, inflammatory or defamatory statements, disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these terms and conditions of entry, or who has, in the opinion of the Promoters, engaged in conduct in entering the promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the promotion and/or Promoters. The Promoters reserve the right to disqualify a winner if the Promoters become aware that the winner and/or the winner's entry is of a type described in this clause.
- 5.6 It is a condition of accepting the prize that the winners may be required to sign a legal release in a form determined by the Promoters in its absolute discretion.
- 5.7 In the event of any prize not being accepted or claimed within three (3) months of the draw, the relevant winner's entry will be deemed invalid and the Promoters reserve the right to conduct a further draw at 10.00am (WST) on Thursday, July 20, 2017 at the same location as the original draw as necessary to distribute the prize, subject to any written directions given by any relevant authority.

6. NO LIABILITY

- 6.1 If any outside act, agent or event which prevents or significantly hinders the Promoters' ability to proceed with the Competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoters may in its absolute discretion cancel the Competition and recommence it from the start on the same conditions, subject to State Legislation.
- 6.2 The Promoters and their associated agencies and companies will take no responsibility for the prize being damaged or lost in transit, or late, lost or misdirected mail.
- 6.3 The Promoters and their associated agencies and companies will not be liable for any misadventure, accident, injury, loss (including but not limited to consequential loss) or claim that may occur:
 - a) during the draw;
 - b) in the participation in any prize;
 - c) as a consequence of late, lost or misdirected mail;

- d) in relation to failure of an online entry to be received by the Promoter on account of technical problems or traffic congestion;
- e) arising from or related to any problem or technical malfunction of any telephone or internet network or lines or mobile communications network or website related to or resulting from participation in this promotion; or
- f) due to circumstances outside the Promoters' reasonable control.

To the extent permitted by law, the winning entrant and their companion must exclude, release and forever discharge the Promoters, and all other persons involved in the conduct, promotion and organisation of this promotion, and their respective employees, officers, agents and contractors from all liability for claims, loss, damage, cost or expenses (whether arising under statute, from negligence, personal injury, death, property damage, infringement of third party rights or otherwise) arising from or in connection with the participation in the prize or otherwise howsoever arising.

- 6.4 The Promoters and their affiliates assume no responsibility for 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, and reserves the right to take any action that may be available.
- 6.5 If, for any reason, this Competition is not capable of being conducted as planned, including, but not limited, due to tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoters which corrupt or affect the administration security, fairness, integrity or proper conduct of this Competition, the Promoters reserve the right, in their sole discretion, to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the Competition, subject to State Legislation.
- 6.6 Use of your personal information collected in the course of the competition is governed by The City of Swan's [Privacy Policy](#).