

TERMS AND CONDITIONS OF ENTRY

1. The Competition will be held over a nineteen day period, from Friday 11 2022 March after 9am AEST to Wednesday 23 March 2022 after 12noon AEDST (“Promotional Period”).
2. Entries must be received by the Promoter during the Promotional Period. Entries received after the close of the Promotional Period will not be accepted.
3. The competition is open to residents in Victoria, Australia only that are aged 18 years and over.
4. On Thursday 24 March 2022 an independent panel of judges (“Judges”) will select one (1) winning Entry and the winner will be notified as soon as possible via the contact information provided. The winner will be published on the Western United Facebook page no later than Friday 1 April 2022.
5. Entries will be judged based on originality, creativity and humour.
6. The Judges shall have absolute discretion to choose the winning Entries and the Judges' decision shall be final.
7. If the Winner cannot be contacted via the information provided within three attempts, an alternate winner will be selected following the same methodology as explained above.
8. If a Prize is declined by a Winner, the Promoter shall offer that Prize to a new Winner selected by the Judges.
9. By entering the Promotion, you guarantee that you have the authority to accept these Terms and you agree to be bound by the Terms. A copy of these Terms and Conditions will be available at the Promoters website page.
10. Prizes are not transferable and are not redeemable for cash. In particular, Prizes may not, without the prior consent of the Promoter be resold or offered for resale at a premium (including via online auction sites) or used for advertising, promotion or other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services. If the Promoter suspects any Entrant to be in breach of this clause, the Promoter or the Supplier may, at their absolute discretion, withdraw the Prize and cancel the Promotion. Where a Prize has been withdrawn in accordance with this clause, no refund, substitute or compensation will be offered.
11. The Promoter accepts no responsibility for late, incomplete, lost or misdirected entries or other communications. The Promoter assumes no responsibility for any failure to receive an entry or for inaccurate information or for any loss, damage or injury as a result of technical or telecommunications problems, including security breaches, theft or destruction, any cause beyond the Promoter’s control, or unauthorised access to or alteration of the competition. The Promoter may modify, cancel, terminate or suspend the competition. Further, the Promoter at its sole discretion may recommence this competition under the same or similar conditions.
12. If any Prize (or any part of the Prize) becomes unavailable for reasons beyond the Promoter’s control, the Promoter may substitute a Prize (or part of the Prize) of equal or greater value.
13. If an entrant’s contact details change at any time between the date on which they enter the competition and the end of the Promotional Period, that entrant must notify the Promoter of their correct contact details immediately.
14. The Promoter reserves the right to request verification of identity, business address of winners and any other information from entrants relevant to entry into or participation in this competition. Verification is at the discretion of the Promoter; whose decision is final. The Promoter reserves the right to disqualify any individual who provides false information, fails to provide information, is in breach of these conditions, provides entries that are offensive or otherwise inappropriate in the sole opinion of the Promoter, conspires with

others to gain an unfair advantage or who is otherwise involved in any way in manipulating, interfering or tampering with the conduct of this competition, or who has engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the competition. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

15. The Promoter shall not be liable for any loss, damage or injury suffered or sustained (even if caused by negligence) as a result of accepting and/or using a Prize or in relation to the competition, except for any liability which cannot be excluded by law. Nothing in these conditions restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the *Competition and Consumer Act 2010* (Cth).
16. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.
17. If in the conduct of this competition, the Promoter is liable for a breach of any guarantee, warranty, condition or other term that applies under the *Competition and Consumer Act 2010* (Cth) or is implied by any other commonwealth, state or territory law that cannot by law be excluded, the Promoter's liability under that legislation is limited, to the extent permitted by law, to the cost of replacement of any benefit or Prize won.
18. Without limiting the previous paragraph, the Promoter and its associated agencies and companies will not be liable for any damage, loss or delay in transit to the Prize.
19. Before the Prize is awarded, the winner and any other person(s) sharing the Prize with the winner may be required to sign an agreement to release the Promoter from any liability arising from the use or participation in the Prize.
20. Entrants consent to the Promoter using their name, image and/or voice in the event that they are a winner in any media for an unlimited period of time without remuneration for the purpose of promoting this competition (including any outcome) and/or promoting any products manufactured, distributed and/or supplied by the Promoter.
21. By entering this competition, Entrants consent to the collection, use and disclosure of their information as described and agree that the Promoter may use this information, or disclose it to other organisations that may use it, in any media for future promotional purposes without any further reference or payment to the entrant. The Promoter is bound by the Australian Privacy Principles contained in the Privacy Act 1988 (Cth). A copy of the Promoter's Privacy Policy can be viewed on <https://keepup.com.au/privacy-policy>
22. These conditions are governed by the laws of Victoria.