

WHERE IN #THEDALE ARE YOU?

TERMS AND CONDITIONS

1. By submitting an entry to this promotion the entrant is deemed to accept these Terms and Conditions.
2. Entry is open to all Australian residents.
3. Employees of the Promoter, its contractors and agents associated with this promotion and their immediate family, 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.
4. This promotion commences at 9.00am AWST Monday 7 September 2015 and closes at 5.00pm AWST on Friday 25 September 2015 ("Promotional Period").
5. The 'Where in #TheDale are you?' competition asks people to take a photo of somewhere in Armadale. This could be a photo of themselves, others, or a landscape. To enter, individuals must upload the photo to Instagram or the official City of Armadale Facebook page using the hashtag #TheDale (during the promotional period).
6. An entrant may submit multiple entries to the promotion.
7. The entrant transfers copyright of the supplied image to the City of Armadale, enabling the photo to be re-used by the City of Armadale for the purposes of promotion.
8. We reserve the right to remove/disqualify any images or comments that the City of Armadale deem to be inappropriate, obscene, offensive or defamatory. This is at the sole discretion of the City of Armadale.
9. The winners will be chosen based on merit for the photo that best showcases the City of Armadale through the entrant's own eyes (and lens). This will be determined by a panel of judges at Clarity Communications.
10. One major winner and ten semi final prizes will be awarded based on the entries that best showcase the City of Armadale.
11. One major winner will be chosen between 10.00am 1 October 2015 and 10.00am 2 October 2015 AWST at the offices of Clarity Communications, 360 Rokeby Road, Subiaco WA 6008. The winner will be announced at 10am on Friday 2 October 2015. Semi final winners will be chosen after 10am on Friday 18 September 2015 and Friday 25 September 2015 at the offices of Clarity Communications, 360 Rokeby Road, Subiaco WA 6008.
12. The Promoter will announce the major winner on Facebook at 10.00am 2 October 2015, and the winner will then have 14 days to contact the City of Armadale to claim their prize. The semi finalist winner will be announced on Facebook at 10am on Friday 18 September 2015 and Friday 25 September 2015, and the winner will then have 14 days to contact the City of Armadale to claim their prize.

13. The overall winner will receive a major prize of a \$5000 Shopping Spree in the Armadale City Centre. Semi finalist winners will receive lunch at a café or restaurant of their choice within the City of Armadale courtesy of Satterley's Herron Park Estate to the value of \$50.
14. The major prize must be spent in bricks and mortar retailers in the Armadale City Centre, all on one day.
15. The winner must arrange in advance a day on which to spend their prize, which must be completed by 20 December 2015.
16. The winner will be accompanied by City staff, who will help facilitate the \$5,000 spending spree.
17. Purchase of alcohol and tobacco products with the major prize money will not be permitted.
18. The winner will agree to be accompanied by a film crew, who will record the retail experience in Armadale for use in a promotional video showcasing retail in Armadale.
19. Maximum retail value for all prizes is \$5500. If any part of the prize is unavailable, the Promoter, at its sole discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any law or written directions from a regulatory authority.
20. Prizes are not exchangeable, redeemable or transferrable.
21. The Promoter reserves the right to verify by any means, which the Promoter considers necessary, the identity of any entrant and to satisfy itself that the entrant has fulfilled these Terms and Conditions. The entrant must co-operate fully with the Promoter in any verification process.
22. If an entrant breaches any of these Terms and Conditions, acts unlawfully, tampers or attempts to tamper with the promotion, jeopardises the fair and proper conduct of the promotion, or acts improperly or unethically (each at the Promoter's sole discretion), the Promoter reserves the right to disqualify the entry and any prize will be forfeited.
23. The Promoter's decision is final and binding. No correspondence with parties attempting to argue the final decision will be entered into.
24. The Promoter may suspend, vary or cancel the promotion at any time at its sole discretion.
25. As the promotion is being conducted electronically:
 - the time of entry will be the time the online entry is received by the Promoters database. The Promoter accepts no responsibility for any late, lost or misdirected entries due to technical disruptions, network congestion or for any other reason;
 - the entrant must not submit an entry which includes any computer virus or other harmful computer software.

- 26. In no circumstances is the Promoter liable to any entrant for any indirect or consequential losses, including but not limited to loss of opportunity or profit.**
- 27. In no circumstances is the Promoter liable to any entrant for death, sickness or injury caused to the entrant when taking part in this competition.**
- 28. The Promoter is not liable to the entrant for anything outside the reasonable control of the Promoter or the acts or omissions of 3rd parties.**
- 29. These Terms and Conditions are governed by the laws of Western Australia irrespective of the place of residence of any entrant.**
- 30. A reference to the Promoter includes its officers, employees, agents and contractors.**
- 31. The Promoter is City of Armadale, 7 Orchard Avenue, Armadale 6112. ABN 798 6326 9538**