

Victoria Quay Christmas Carnival Prize Draw 7 December 2019

TERMS AND CONDITIONS

1. Fremantle Ports invites you to enter into the Victoria Quay Christmas Carnival Prize Draw ("**Prize Draw**") for a chance to win a family trip to Rottnest ("**Prize**"). The Prize Draw is promoted by Fremantle Ports.
2. The Prize comprises of the following:
 - i. Two adult and 2 child tickets (on a return basis) to Rottnest Island via Sealink & Rottnest Express departing B Berth Victoria Quay Fremantle or from Northport Rous Head, Fremantle;
 - ii. The Prize Winner may also accept as the Prize, 1 or 2 adult tickets and/or 1 or 2 child tickets;
 - iii. Loading fees are included in the Prize;
 - iv. The dates that the Prize can be used are from and including 9 December 2019 up to and including 31 October 2020;
 - v. The Prize Winner (as defined below in clause 18) is entitled to select the dates and times for the return voyage to Rottnest Island provided those dates and times fall within 9 December 2019 and 31 October 2020;
 - vi. In the event that the dates and times selected by the Prize Winner are not suitable to the ferry operator, then Fremantle Ports takes no responsibility for that unavailability of the ferry operator and it is the responsibility of the Prize Winner to change the dates and times of the voyage to suit the Prize Winner and the ferry operator;
 - vii. All tickets that are redeemed by the Prize Winner must be used contemporaneously on the one return voyage.
3. The terms and conditions of entry and participation in the Prize Draw ("**Conditions of Entry**") are set out below.
4. By submitting your entry into the Prize Draw in accordance with these Conditions of Entry, you acknowledge that:
 - (a) you have read, understood, accepted and agreed to be bound by these Conditions of Entry;
 - (b) Fremantle Ports reserves the right to update and change these Conditions of Entry from time to time and without notice; and

- (c) you have no claim or right of appeal against Fremantle Ports in respect to any change to these Conditions of Entry or in respect to any loss, damage or injury which you may suffer as a result of any change to these Conditions of Entry.

Entry

5. Entry is open to Australian residents only. You may be required to provide Fremantle Ports with proof of identity and residency, to Fremantle Ports' satisfaction. Identification considered suitable for verification of residency is at the discretion of Fremantle Ports.
6. Entry is not open to directors, officers, management and employees and other staff (and the immediate families of directors, officers, management, employees and other staff) of Fremantle Ports or of the agencies or companies associated with this Prize Draw.
7. The Prize Draw will be open for entry during 3.00pm to 7.45pm (WST) on Saturday 7 December 2019.
8. To enter into the Prize Draw, you must fill out the following details on a Victoria Quay Christmas Carnival flyer:
 - i. Full Name:
 - ii. Phone number:
 - iii. Email address.

and deposit the completed entry form ("**Entry Form**") in the properly identified Entry Form box at the Victoria Quay Christmas Carnival held at Victoria Quay, Port of Fremantle, Fremantle Western Australia.

9. Please ensure that the details on the completed Entry Form are clearly legible (readable) as Fremantle Ports takes no responsibility and accepts no liability for illegible completed Entry Forms that are deposited into the box or if the details have not been completed correctly (or if there are errors or omissions in the completed Entry Form).
10. If you submit an incomplete or illegible Entry Form, your Entry Form may be rejected by Fremantle Ports and you may be disqualified from the Prize Draw at the discretion of Fremantle Ports.

11. The Entry Form must be deposited into the properly identified Entry Form box by no later than 7.45pm (WST) Saturday, 7 December 2019. The closing date and time of the Prize draw is 7.45pm (WST) Saturday 7 December 2019. Entry Forms that are deposited after that time and date, will be rejected by Fremantle Ports and not be included in the Prize Draw.
12. Fremantle Ports accepts no responsibility for any technical or other factors which may prevent you from submitting an Entry Form or which may result in the Entry Form being lost or if an Entry Form is delayed, misdirected or incomplete. Proof of delivery of the Entry Form is not proof of receipt by Fremantle Ports.
13. You may submit more than 1 Entry Form.
14. There is no age limit to submitting an Entry Form.
15. By submitting an Entry Form in accordance with these Conditions of Entry, you become a participant in the Prize Draw.
16. You agree that the information supplied on your Entry Form may be collected, retained and used by Fremantle Ports in order to process and contact you about your Prize Draw entry and also may be used for reasonable promotion and publicity purposes by Fremantle Ports in accordance with the Fremantle Ports' Privacy Policy - available at:

<https://www.fremantleports.com.au/privacy>).
17. By submitting your personal information to Fremantle Ports, you agree to receive emails from Fremantle Ports containing information that Fremantle Ports thinks may be of interest to you. You will be given the opportunity to unsubscribe on every email that is sent to you by Fremantle Ports.

Prize Draw

18. Fremantle Ports will conduct the Prize Draw at 8.00pm (WST) Saturday 7 December 2019 to determine the winner of the Prize ("**Prize Winner**").
19. The method of the Prize Draw is to be at Fremantle Port's absolute discretion. Participants have no claim or right of appeal against Fremantle Ports in respect to the determination of the Prize Winner.
20. The general process to be followed by Fremantle Ports to determine the Prize Winner, is that Fremantle Ports will conduct the Prize Draw by randomly

selecting an Entry Form directly from the Entry Form box (and if there is more than 1 Entry Form box then after all of the Entry Forms have been deposited by Fremantle Ports into one container to hold all of the Entry Forms to enable one Entry Form to be randomly withdrawn from that container containing all of the Entry Forms).

21. Participants in the Prize Draw need not be present at the Prize Draw to win and be the Prize Winner.
22. The Prize Winner will be notified by email on Monday 9 December 2019. If the Prize Winner does not respond to Fremantle Ports within 7 days of being notified by Fremantle Ports confirming receipt that the person is the Prize Winner, the Prize afforded to the Prize Winner will be forfeited and lost and Fremantle Ports will be entitled to undertake a second Prize Draw in accordance with the process described above. There is no obligation on Fremantle Ports to undertake a second Prize Draw.
23. The Prize Winner is responsible for redeeming the Prize. If the Prize is not redeemed by 31 October 2020, then the Prize shall be forfeited and lost and no longer redeemable by the Prize Winner (or anyone else).
24. Fremantle Ports is not responsible or liable for any loss or disappointment suffered as a result of the unclaimed Prize.
25. The Prize must be taken as supplied and is not negotiable, redeemable for cash or transferable.
26. Fremantle Ports:
 - i. is not responsible or liable for any variation in the value of the Prize;
 - ii. makes no representation or guarantee as to the nature and quality of the Prize;
 - iii. accepts no responsibility for any costs associated with the Prize and not specifically included in the Prize (including without limitation, travel to and from the ferry berth or accommodation on Rottnest Island).

Miscellaneous:

27. In submitting an Entry Form in this Prize Draw, you acknowledge the following:

- i. Fremantle Ports is not in any way involved in the operation, management or maintenance of the ferry operator or the goods and services provided by the ferry operator;
 - ii. Fremantle Ports accepts no responsibility for any loss, liabilities, damage, personal injury or disappointment suffered or incurred by the Prize Winner or any other person intending to join the Prize Winner in the event that the Prize or any other aspect of the Prize, becomes unavailable or is substituted for any reason whatsoever or in the Prize Winner accepting the Prize.

- 28. Fremantle Ports reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, this Prize Draw with or without prior notice due to reasons outside its control (including without limitation, in the case of anticipated, suspected or actual fraud). The decision by Fremantle Ports in all matters under its control, is final and binding and no correspondence will be entered not.

- 29. If you are selected as the Prize Winner:
 - i. you agree to participate and co-operate as reasonably required by Fremantle Ports in all editorial or promotional activities relating to the Prize Draw, including but not limited to being interviewed and photographed; and
 - ii. you permit Fremantle Ports to publish your name and suburb and you grant Fremantle Ports a gratuitous right (for an unlimited time) to use your name, image, voice and likeness (in any medium including still photographs and films and, on the internet including Fremantle Ports' website) for promotional and publicity purposes without compensation or prior notice.