

## Gift of Hearing Appeal 2017 Win a Car Competition

### Terms and Conditions

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1. Instructions on how to enter, prize details and other information contained within the promotional advertisements form part of these terms and conditions. By participating in this promotion, Entrants agree to be bound by these terms and conditions.
2. Only valid entries submitted between midnight Monday 27<sup>th</sup> of March 2017 and 10 pm on Friday the 9<sup>th</sup> of June. (Australian Western Standard Time)
3. Entry is open to all residents of Western Australia 18 years and over (“Entrants”). Photo identification may be required upon collection of the prize.
4. The prize winner (the “Winner”) will be drawn at the Gift of Hearing Appeal charity dinner at 10pm on Friday the 9<sup>th</sup> of June 2017.
5. The first valid entry drawn at random will be deemed the Winner and will receive a new 2017 Toyota C-HR Hatch CVT Koba automatic in “hornet yellow” colour, valued at \$33,877.30.
6. The Winner will be notified via stage announcement at the Gift of Hearing Appeal charity dinner. If the Winner is not present at the dinner, they will be contacted by phone and email. If the Winner does not respond within 28 days, after the 9<sup>th</sup> of June 2017, a new Winner will be drawn.
7. The prize must be taken as supplied and is not redeemable for cash. No responsibility is accepted for any variation in the value of the prize.
8. The car will be registered in the name of the Winner and presented to the Winner at Big Rock Toyota, Balcatta, at a time and date agreed between the Winner, AHG and Big Rock Toyota.
9. The Winner shall be responsible for insuring the vehicle beyond the initial Compulsory Third Party Insurance from the time of presentation.
10. All Entrants release from and indemnify the Promoters against all liability, cost, loss or expense arising out of acceptance of any prize or participation in the competition, including (but not limited to) loss of income, personal injury and damage to property and whether direct or consequential, foreseeable, due to some negligent act or omission or otherwise.

11. The Promoters accept no responsibility for any loss, damage, accident, death or injury resulting from the promotion.

12. It is a condition of entry that the Winner agrees to have their name and suburb published for publicity purposes on the Ear Science Institute Australia website and anywhere else deemed appropriate from Friday the 9<sup>th</sup> of June 2017 onwards. There will be a notice placed in *The West Australian* on Friday the 16<sup>th</sup> of June announcing the Winner.

13. The Winner agrees to participate in publicity photographs and video recording of the presentation of the vehicle and agrees that the images and video may be used by the Promoters. By participating in this competition, Entrants signify their acceptance of all terms and conditions, and the requirement to participate in promotional activity if required.

14. The Promoters reserve the right to disqualify any individual who the Promoters believe have breached any of these terms and conditions, or engaged in any unlawful or other improper misconduct. The Promoters have legal rights to recover damages or other compensation from such Entrant.

15. The Promoters' decision will be final and cannot be contested. No correspondence will be entered into. The Promoters reserve the right to limit entry or amend rules if considered necessary without notice.

16. No ticket refunds are offered.

17. The Entrant consents to the use by the Promoters of the Entrant's details and acknowledges that the Promoters and their associated subsidiaries may, at their discretion, disclose and use those details for the purpose of providing them with goods or services, communicating with entrants, planning, research, product and business development and sales, the competition and marketing (whether target, direct or indirect) of their businesses, services or products or those of a third party which it believes may be of benefit to them.

18. If an Entrant does not want their details to be used for the purposes stated in the above clause the Entrant should write to Ear Science Institute Australia email [marketing@earsience.org.au](mailto:marketing@earsience.org.au) or post to The Marketing Team, Suite 1 Level 2, 1 Salvado Road, Subiaco 6008, and Ear Science Institute Australia will ensure that the details are not used for that purpose by the promoters.

19. The details will also be used to investigate complaints, as required or permitted by any law, to enable the Promoters to perform their obligations under this or any other agreement and to ensure that an Entrant performs their obligations under this or any other agreement.

20. On completion of the prize draw, all entries will be stored by the Promoters for a 12 month period at Ear Science Institute Australia's address. This is a mandatory requirement of the Gaming and Wagering Commission Act 1987.

21. The Promoters are Ear Science Institute Australia of 1 Salvado Road, Subiaco, WA 6008, (ABN 4880 4903 003), Big Rock Toyota 445 Wanneroo Road, Balcatta, WA 6021, (ABN 72 570 597 191) and Automotive Holdings Group Limited (AHG) 21 Old Aberdeen Place, West Perth WA 6005, (ABN 35 111 470 038). The competition permit number, as provided under the Government of Western Australia's Gaming and Wagering Commission Act 1987, is LS209814317.