

“Celebrating our Locals” PROGRAM
TERMS AND CONDITIONS

CONDITIONS OF ENTRY

1. Information on how to enter, mechanics of entry and gift(s) form part of these Conditions of Entry. Entry into the program is deemed acceptance of these Conditions of Entry.

NOMINATION PERIOD

2. The program commences on Wednesday, 12 August 2020 and ends at 11:59pm (AWST) on Sunday 20 September 2020 (Nomination Period).

ELIGIBILITY

3. Nominations are only open to those who live or work in the City of Wanneroo. Nominators under 18 years old must have parental/guardian approval to nominate and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this program.
4. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are eligible to nominate, however are ineligible to receive gifts and be nominated for the program. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, 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 1st cousin.

HOW TO ENTER

5. To enter the program, Nominators must, during the Nomination Period:
 - a. Visit <https://www.oceankeys.net.au/celebrating-our-locals>
 - b. Complete the required fields within the nomination form, including nominating a person (Nominee) who they believe have positively contributed to the local community as a role model through one or more of the following: active promotion of health and wellbeing; improving the natural environment; encouraging community togetherness; helping others in times of crisis; assisting others in accessing community services.
6. No offline nominations or submissions will be considered, without prior agreement from Ocean Keys Shopping Centre.
7. Incomplete, indecipherable, or illegible entries will be deemed invalid.
8. Multiple entries permitted per person, subject to the following: (a) each entry must be submitted separately and in accordance with entry requirements, (b) only one (1) Nominee per nomination, (c) only one (1) Nominator per nomination.
9. Entries will be deemed accepted at the time of receipt by the Promoter and not at the time of transmission. Entries received will be considered final by the Promoter. Incomplete, inaccurate, erroneous, ineligible or incomprehensible entries will be deemed invalid. The Promoter accepts no responsibility for late, lost or misdirected entries.
10. Costs associated with accessing the program website is the Nominators responsibility and is dependent on the Internet service provider used.
11. The decision by the Promoter to accept or reject a nomination is in the Promoter's sole discretion and no correspondence will be entered into. Any nomination that contains content that the Promoter, in its sole discretion, considers to be offensive, obscene, crude or inappropriate in any way or that the Promoter considers may infringe any intellectual property rights or other rights of any person, corporation or entity will not be accepted as an eligible entry into the promotion. This includes but is not limited to any nomination which the Promoter considers to be disparaging of any of its or any prize supplier's products and/or services or is otherwise not in keeping with the spirit of the program.

FINALIST DETERMINATION

12. Four (4) finalists will be selected by a panel of judges based on the positive contribution the Nominee has made to their local community as a role model by one or more of the following: active promotion of health and wellbeing; improving the natural environment; encouraging community togetherness; helping others in times of crisis; assisting others in accessing community services.
13. If a finalist is under 18 years old, the parent/guardian must consent to the Nominee's participation in the program and accept the gift on their behalf. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this program.
14. The finalist selection will take place between Monday, 21 September 2020 and Friday, 25 September 2020. The finalist(s) will be contacted via phone by 5.00pm (AWST) Thursday, 1 October 2020. All reasonable steps to notify the finalist(s) of the results will be taken by the Promoter. The Promoter's decision is final, and no correspondence will be entered into.
15. In accepting the gift, the finalist(s) agree to their photo and details of their nomination being shared online via the Ocean Keys website, social media channels, including the potential for additional media coverage.
16. The Promoter may select four (4) additional reserve entries and record them (in order) in case an invalid entry or ineligible Entrant is chosen, or the Entrant is ineligible to accept or decline the gift. Each Entrant whose nomination is chosen by the Promoter must confirm their eligibility to be awarded the gift and their ability to accept the gift within **14 business days** of being successfully notified by the Promoter that their nomination has been chosen, otherwise their nomination will be deemed invalid. In the event of an invalid nomination or an ineligible Entrant, or if the Entrant is ineligible to accept or decline the gift, the gift will be awarded to the first reserve nomination chosen. If the gift cannot be awarded to the Entrant drawn, the Promoter will continue this process until the prize is awarded.

GIFT

17. The four (4) finalists will each receive (1) \$1,000 Ocean Keys gift card, (1) \$1,000 donation to their chosen registered charity, (1) \$ 100 Ocean Keys gift card to the Nominator whose Nomination was chosen. **Total gift is valued at AU\$8,400.**
18. Gift card(s) are subject to its prevailing terms and conditions of use, including expiry dates, and is not replaceable if lost, stolen or damaged.
19. The Promoter reserves the right to request the finalist(s) to produce (within the requested time) appropriate photo identification or other documentation (to the Promoter's satisfaction, at its sole discretion) in order to confirm the identity and age of the finalist(s) before issuing the gift.
20. The gift is not transferable or exchangeable and cannot be taken as cash (unless otherwise indicated).

GENERAL

21. If this program is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the program, as appropriate.
22. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the program.

23. The Promoter collects personal information (PI) in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, gift suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at [www.oceankeys.net.au]. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter will not disclose entrant's personal information to any entity outside of Australia.

24. The promoter is Ocean Keys Shopping Centre of 36 Ocean Keys Boulevard, Clarkson WA 6030 AUSTRALIA, 08 9407 2400