

"Win a trip to the Diprotodon Fossil Dig" Promotion

Terms and Conditions

By entering the "Win a trip to the Diprotodon Fossil Dig" promotion ("the Competition"), you are agreeing to the following terms and conditions:

1. STANDARD TERMS

- 1.1. The Competition is run by The Foundation for the WA Museum Ltd (ABN 41 623 497 978) of Francis Street, WA Museum Boola Bardip, Perth WA 6000 ("the Promoter").
- 1.2. Instructions on how to enter, prize details and other information contained within the promotional advertisements form part of these terms and conditions.
- 1.3. By participating in this Competition, entrants agree to be bound by these terms and conditions.

2. WHO CAN ENTER?

- 2.1. Subject to clause 2.2, entry is open to all residents of Western Australia aged 18 years of age or older.
- 2.2. Employees (and their immediate families) of the Foundation for the WA Museum and the Western Australian Museum are not eligible to enter.

3. COMPETITION PERIOD

The Competition commences on Tuesday 30 April 2024 10:00AM AWST and concludes on Friday 17 May 2024 10:00AM AWST ("Competition Period").

4. ENTERING THE COMPETITION

- 4.1. To enter the Competition you must register your details at <https://www.fwam.com.au/event/win-a-trip-to-the-diprotodon-fossil-dig/home> by Friday 17 May 2024 10:00AM AWST. To complete your registration, you must:
 - a) provide a valid and verifiable email address;
 - b) provide any other details required in the form; and
 - c) click on the relevant box to confirm you have read and agree to these Terms and Conditions and are aged 18 years or over.
- 4.2. The Promoter accepts no responsibility for incomplete, incorrectly submitted, delayed or misdirected entries.
- 4.3. You may enter the Competition only once. If you are found to have entered more than once all of your entries may be disqualified, in the Promoter's sole discretion.

- 4.4. Neither the Promoter nor any prize suppliers are responsible for any data or other information related to this Competition that may be lost or damaged as a result of any computer software or hardware malfunction
- 4.5. If any entries are deemed by the Promotor, in its sole discretion, made via scripting or any other automated means or otherwise tampered with in any way, those entries will be deemed invalid and will not be accepted.

5. PRIZE

- 5.1. There will be one (1) prize winner ("Winner") who will receive one (1) prize detailed below ("Prize"):

A day trip for two (prize winner and one (1) guest) to visit the WA Museum excavation team at the diprotodon excavation site on Friday 24 May 2024 ("Day Trip"). The Day Trip includes a return flight from Perth to Cape Preston Aerodrome, transfers between the Aerodrome and the excavation site, participation in the excavation work at the Diprotodon Dig site and catering during the site visit.

- 5.2. The Winner and their nominated guest accompanying the Winner on the Day Trip ("Guest") must each be:
 - a) over the age of 18;
 - b) fit and able to travel by air and, once at the site, walk unassisted over uneven ground, in potentially hot conditions;
 - c) available for a full day of travel on Friday, 24 May 2024; and
 - d) able to arrange their own transport to and from Perth Airport.

- 5.3. The Winner and Guest must each:

- a) provide their full name, date of birth, phone number and a verifiable email address, as well as an emergency contact name and phone number;
- b) provide these details to the Promotor on or before 21 May 2024; and
- c) bring photo ID issued by a government authority on the day of travel.

Failure to meet any of the above requirements may result in the forfeiture of the Prize, in the Promoter's sole discretion.

- 5.4. Participation by the Winner and Guest in the Day Trip is subject to compliance with the following requirements:

- a) Winner and Guest to wear long-sleeved shirts, long pants and covered, sturdy shoes and hats are recommended.
- b) Attendance at a verbal site safety induction upon arrival at the Cape Preston Aerodrome.

- c) Compliance with all site health and safety requirements or policies in respect of the Cape Preston Aerodrome, the Sino Iron mining project and any other requirements.
- 5.5. The date on which the Day Trip shall occur is subject to the Promotor's suppliers and availability and any changes to the date may be made in the Promotor's sole discretion.
- 5.6. The Prize cannot be exchanged, transferred or traded for an alternative prize.
- 5.7. Unless expressly stated in these Terms and Conditions all other expenses related to the Prize become the responsibility of the prize winner and their nominated guest/companion. This includes all costs associated with the Prize which are not expressly stated in these Terms and Conditions to be included, including but not limited to additional cost for food, beverage and transportation.
- 5.8. The Prize may not be transferred or assigned except by the Promoter.
- 5.9. The Prize cannot be exchanged for cash. Any part of the Prize not redeemed by the Winner will be forfeited. In the event that the Prize is not utilised, the Prize will be forfeited and no compensation will be provided to the Winner.
- 5.10. In the event that an element of the Prize outlined in clause 6.1 and 6.2 above is, for any reason, cancelled, postponed or not available, that element of the Prize will be considered as forfeited and no cash alternative offer will be granted in lieu of the part of the Prize.
- 5.11. The Winner and any Guest must participate in and co-operate with all reasonable media editorial requests as requested by the Promoter including, but not limited to, being interviewed and photographed ("Media").
- 5.12. If you are the Winner you consent, and will procure that your Guest consents, to the Promoters and any suppliers of the Prize using any Media in all any publication and for any other purpose worldwide and you and the Guest will not be entitled to any fee for such use.
- 5.13. It is a condition of accepting the Prize that the Winner and Guest must comply with all the conditions of use of the Prize and the Promoter's requirements as advised to them at any time prior to, or on the day of, the Day Trip.
- 5.14. The Promoter provides no advice or representations in respect of any tax implications arising out of the Winner's receipt of the Prize and, if required, the Winner should seek independent advice on those or any other matters.
- 5.15. Dates and schedules of the Prizes are subject to change. The Promoter takes no responsibility for any date or schedule changes, and the winner forfeits the Prize in the event that utilisation of the Prize is not possible due to changed dates.

6. HOW TO WIN

- 6.1. One (1) Winner will be randomly drawn from all valid entries made in accordance with section 4.
- 6.2. The draw will be held at the Foundation for the WA Museum, Francis Street, WA Museum Boola Bardip, Perth WA 6000 on Friday 17 May at 1:00PM AWST. A staff member of the Foundation for the WA Museum will contact the Winner by email advising the Winner of the

Prize. The Winner's entry details may be published on fwam.com.au and Foundation for the WA Museum social media channels and you consent to such publication if you are the Winner.

- 6.3. It is a condition of entry that the Winner must confirm their acceptance of the Prize within 24 hours of notification, otherwise the Prize will be forfeited and a new winner will be chosen.
- 6.4. The Promoter's decision on all matters related to any aspect of this Competition is final and the Promoter will not enter into correspondence regarding the result.
- 6.5. The Promoter may in its absolute discretion deem any entries to be invalid subsequently to a Winner being notified or a Winner's name being announced if it is discovered that the Winner did not enter the Competition in accordance with these terms and conditions. In these circumstances, an additional draw will be conducted.
- 6.6. It is a condition of accepting the Prize that the Winner and Guest sign a legal release, if required by the Promoter, in a form determined by the Promoter in its absolute discretion.

7. NO LIABILITY

- 7.1. In the case of the intervention of any outside act, agent or event outside of the Promoter's reasonable control which prevents or significantly hinders the Promoter's ability to proceed with the Competition on the dates and in the manner described in these terms and conditions, including but not limited to:
 - a) tampering, unauthorised intervention, fraud, technical failures;
 - b) vandalism;
 - c) power failures;
 - d) tempests;
 - e) natural disasters;
 - f) acts of God; or
 - g) civil unrest, strike, war or an act of terrorism,or any other causes beyond the control of the Promoter, the Promoter may in its absolute discretion cancel the Competition and recommence it from the start on the same conditions, subject to any law.
- 7.2. The Promoter is not responsible for any costs associated with Prize collection.
- 7.3. In the event that the Winner is unable to collect the Prize, the Promoter will not provide any compensation to the Winner and will draw a new winner.
- 7.4. The Promoter, Prize suppliers and their associated personnel, agents and related companies will not be liable for any misadventure, accident, injury, illness, loss (including but not limited to consequential loss) or claim that may occur:
 - a) during the Competition entry process or the draw;
 - b) in the participation, acceptance or use of any element(s) of the Prize;

- c) as a consequence of any form of transportation delays or cancellations;
 - d) due to the broadcast of any program relating to the Competition or the publication of any material, including any statements made by any staff member, journalist, other entrants or any other person; or
 - e) arising from or related to any problem or technical malfunction of any telephone network, internet connection, fwam.com.au website outage or lines or mobile communications network related to or resulting from participation in this Competition.
- 7.5. By entering the Competition, and by collecting the Prize, the Winner acknowledges and accepts that driving, travel and any other activities comprising the Prize, involve inherent risks and may result in death, injury, incapacity, damage to property or other losses. The Promoters and Prize supplier are not responsible for any loss or damage suffered or incurred by the Winner in connection with any acts of god, such as adverse weather conditions, industrial action or civil commotion that may occur whilst the Winner is travelling or participating in the Day Trip.
- 7.6. These terms and conditions are in addition to terms applicable to supply of components of the Prize, including terms applicable to entry and use of the Prize.
- 7.7. Regardless of anything else in these terms and conditions, nothing in these terms and conditions excludes, restricts or modifies the application of Consumer Laws or the exercise of any rights or remedies you may have under Consumer Laws where any such exclusion, restriction or modification would contravene Consumer Laws. "Consumer Laws" refers to the Australian Consumer Law under Schedule 2 of the Competition and Consumer Act 2010 (Cth), and any applicable similar consumer protection laws in the states and territories of Australia that mirror the provisions of the Australian Consumer Law.

8. PRIVACY COLLECTION STATEMENT

- 8.1. Entry details remain the property of the Promoter.
- 8.2. The Promoter is collecting your personal information for the purpose of conducting and promoting this Competition, including for the purpose of identifying and notifying winners and understanding our audiences. The Promoter will otherwise handle your personal information in accordance with the Promoter's Privacy Policy which is available on its website at <https://www.fwam.com.au/privacy-policy/> ("Privacy Policy")
- 8.3. By providing your personal information to the Promoter in connection with this Competition, you agree to the terms of the Privacy Policy.
- 8.4. Without limiting the foregoing, the Promoter may disclose your personal information to its related entities, business partners and external service providers for research and profiling purposes as well as other purposes reasonably related to the entrant's relationship with the Promoter.
- 8.5. By entering this Competition, you consent to the Promoter using your personal information for the purpose of the Promoter and the Western Australian Museum sending you information regarding programs, products and services available through them and/or through their business partners. The Promoter will always provide you with the ability to opt out of those

communications.

- 8.6. If you do not want your details to be used for the purposes stated in clauses 8.1 to 8.5, you must write to the Promoter by email to foundation@fwam.com.au or post to Privacy Officer, PO Box 7328, Cloisters Square PO WA 6850 and the Promoter will ensure that your details are not used for that purpose.
- 8.7. It is a condition of entry that the Winner and Guest agree to have their name, photo, video and suburb published for publicity purposes. By participating in this Competition, participants signify their acceptance of all conditions and the requirement to participate in promotional activity if required.

9. INTELLECTUAL PROPERTY

Any intellectual property in an entry which is submitted as part of the Competition becomes the intellectual property of the Promoter. By submitting an entry, you hereby assign, and warrant that you own, the intellectual property (if any) in that entry, including the copyright to any text, photograph, illustration, audio or video recording or other material included in the entry.

10. GOVERNING LAW

The Competition is governed by the laws of Western Australia. By entering the Competition you irrevocably agree that the courts of Western Australia shall have exclusive jurisdiction to hear and decide any suit, action or proceedings, and/or to settle any disputes which may arise out of or in connection with the Competition.

11. RECORDS

The Promoter will keep all records relating to the Prize draw for 12 months following the date of the draw under clause 6.2.