

EVERYwomanEXPO

VIVA PHOTOGRAPHY DOOR PRIZE SPONSORSHIP EVERYWOMAN EXPO 2021

TERMS AND CONDITIONS

1. Information on how to enter and the prizes forms part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. The Promotional Period commences on **Thursday 17 DECEMBER 2020 at 12.00pm (AEDST) and closes on Sunday 28 MARCH 2021 at 4.59pm (AEDST)**
3. Entry is open to residents of Australia only. Employees (and their immediate families) of the Promoter(s) are ineligible to enter. 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.
4. Any entrants under 18 years old must have parental/guardian approval to enter 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(s) to enter into a further agreement as evidence of consent to the minor entering this promotion.
5. To enter, individuals must complete the following steps during the Promotional Period:
 - a. Visit the EveryWoman Expo at the Perth Convention and Exhibition Centre, between **26 March and 28 March 2021**;
 - b. Register their ticket so that it's associated with their contact details. This can be done online or onsite at the event;
 - c. Take their ticket to the **VIVA PHOTOGRAPHY stand (A25)** and have a promotional staff member scan their ticket's QR code;
 - d. Agree to be contacted via the contact details used when registering; and
 - e. Accept the competition Terms and Conditions.
6. The Prize is to **win 1 studio photography session package, valued at \$2,500**. This includes:
 - A professional 1 hour portrait session in one of Viva Perth's studios, and
 - A \$2250 product credit to put towards prints, wall art, an album or a portrait box.
7. If the winner of the prize is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian on the winner's behalf.
8. A computerised draw will take place at the **Viva Photography WA Office** before **Friday 16 April 2021 at 5pm (AEDST)**. The first valid entry draw will win the prize indicated in clause six (6) above. The draw conductor may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.
9. Only one (1) vote and one (1) entry permitted per person.
10. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
11. The total prize pool is one **(1) studio photography session package**. Inclusions are outlined in clause six (6) above.
12. The winner will be notified by phone and email no later than **Friday 16 April 2021**.
13. The Promoter reserves the right, at any time, to verify the validity of entries, registrations and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry or registration that is not in accordance with these Terms and Conditions or who tampers with the entry/registration process. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
14. Incomplete, indecipherable, inaudible or illegible entries will be deemed invalid
15. Subject to the unclaimed prize draw clause, if for any reason a winner does not take the prize by the time stipulated by the Promoter, then the prize will be forfeited.

16. If any prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification, subject to the relevant authorities.
17. Unclaimed Prize Draw. **The winner is given 3 months to claim their prize.** Should it be necessary, a redraw will take place for all unclaimed prizes no later than **Friday 18 June 2021** at the **Viva Photography WA office** before 5.00pm (AEDST). The winner will be notified by telephone and in writing by a Viva Photography Representative within two (2) business days of the unclaimed prize draw.
18. The Promoter's decision is final in relation to all aspects of this promotion and no correspondence will be entered into.
19. The Prize is not transferable or exchangeable and cannot be taken as cash.
20. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
21. 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, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. 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.
22. The Promoter's decision is final and no correspondence will be entered into.
23. If this promotion 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 promotion, as appropriate.
24. 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 similar consumer protection laws in the State and Territories of Australia (Non-Excludable Guarantees). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability for any personal injury or any loss or damage whether direct, indirect, special or consequential arising in any way out of the promotion or use of a Prize.
25. The Promoter is **Viva Life Photography**