

Surf Lifesaving Western Australia “Helicopter Patrol Experience” Promotion Terms and Conditions

Participation

1. The (“**Promoter**”) is Surf Life Saving Western Australia, ABN 38 926 034 500, of 7 Delawney Street, Balcatta, WA 6021 (“**Surf Life Saving WA**” or “**we**”).
2. Instructions on how to enter and the prize form part of these terms and conditions. By participating in this competition entrants shall be deemed to agree to abide by these terms and conditions.
3. To be eligible to enter (“**Eligible Entrant**”), individuals must:
 - be a resident of Western Australia;
 - be 18 years of age or over; and
 - not be an employee (or an immediate family member of an employee) of Surf Life Saving WA, its agencies or any organisation associated with the promotion. For the purposes of the promotion, “immediate family member” includes spouse, de facto spouse and natural, adopted or step child who lives in the same household as the employee.
4. We may (in our absolute discretion):
 - verify an entrant’s identity, age and the validity of entry;
 - disqualify entrants who submit an entry that is not in accordance with these terms or who tampers with the entry process;
 - disqualify entrants who enter using multiple aliases;
 - accept or reject entries that contain errors or omissions; and
 - deem incomplete entries invalid.
5. The competition commences at 12:00am (WST) on Tuesday 1/11/2022 and concludes at 12:00pm (WST) on Tuesday 31/01/2022 (“**Entry Period**”).

Entering

6. To enter the competition, an Eligible Entrant must:
 - visit <https://www.mybeach.com.au/helipatrolexperience/> during the Entry Period.
 - follow the instructions to submit the online entry form (including their first name, surname, phone number, postcode and a valid email address).
 - Surf Life Saving WA is not responsible if the Eligible Entrant’s mobile device/desktop is not sufficiently capable for the purpose of submitting an entry.
 - automated or robotic entries submitted by individuals or organizations will be disqualified.
7. An Eligible Entrant may submit one (1) entry only. Any attempt by an entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, or any other methods, including, but not limited to, commercial contest/sweepstakes subscription notification and/or entering services, will void all of the entries submitted by that entrant and that entrant may be disqualified. Failure by Surf Life Saving WA to enforce any of its rights at any stage does not constitute a waiver of those rights. Surf Life Saving WA legal rights to recover damages or other compensation from such an offender are reserved.
8. If there is a dispute as to the identity of an entrant, Surf Life Saving WA reserves the right, in its sole discretion, to determine the identity of the entrant.
9. Upon receipt, entries become the property of Surf Life Saving WA. Information resulting from the entrant’s entry and participation in the promotion is used by Surf Life Saving WA, its agents,

contractors, and related companies for administration of the competition (including the determination of the Prize winner) and for the purpose of contacting the entrant about Surf Life Saving WA's fundraising and events of interest (unless and until the entrant informs Surf Life Saving WA that the entrant no longer consents to be contacted). By participating in the competition, entrants consent to these uses and disclosure of their information.

Prizes

10. There is one (1) prize ("Prize") to be won, as described below:

Prize Item	Quantity available	Prize Details	Unit Value \$AUD	Total Value \$AUD
1	1	Helicopter Patrol Experience	\$500	\$500

11. The total Prize pool is valued at \$500 (AUD) inclusive of GST.
12. The helicopter ride will be for 1 person in a Westpac Life Saver Rescue Helicopter for a 15-minute duration. The departure point is to be specified by Surf Life Saving WA and is subject to weather conditions at the time prize is taken. Transport to and from the departure point, transfers, items of a personal nature and all other ancillary costs are not included.
13. The prize must be taken on a weekday between 4pm and 6pm in February 2023 and is subject to booking and flight availability. The winner must depart from and return to the same departure point.
14. All Prizes must be taken as offered and may not be transferred or substituted except at Surf Life Saving WA's discretion and subject to State legislation. The Prize is not redeemable for cash. However, Surf Life Saving WA reserves the right to substitute a prize of equal or greater value where necessary due to Prize unavailability. Any tax on the Prize is the responsibility of the winner. Independent financial advice should be sought by any person participating in this competition.
13. It is a condition of accepting the Prize that the winner must comply with all the conditions of use of the Prize and the Prize provider's requirements.
14. If, for any reason, a winner is not able to accept the Prize or the winner does not take the Prize at the time stipulated by Surf Life Saving WA or the Prize provider, the Prize will be forfeited.

Selecting a winner

15. The Winner will be selected in a random drawing ("Draw") from among all valid entries received throughout the Entry Period. Odds of winning will vary depending on the number of valid entries received.
16. The Prize draw will take place at Surf Life Saving WA's office at 11:00am (WST) on Friday 03/02/2023 at 7 Delawney Street, Balcatta, WA 6021.
17. The Winner will be notified via email or phone within three (3) days of the Draw. All reasonable steps to notify the winner will be taken by Surf Life Saving WA. The winner must respond with

verification of their details by 12:00PM (WST) 14 days from the day of notification to claim his or her Prize (“**Notification Period**”).

18. The Prize confirmation will be emailed to the winner from Surf Lifesaving WA’s head office at 7 Delawney Street, Balcatta, WA 6021, within one (1) week of the winner verifying their prize claim.
19. The Prize winner’s details will be published at <https://www.facebook.com/surflifesavingwa>, within three (3) days of the Draw.

Alternative winner

20. In the event of the Winner failing to or being unable to satisfy these terms and conditions or forfeiting or not claiming the Prize within the Notification Period, an unclaimed Prize draw will be conducted at 7 Delawney Street, Balcatta, WA 6021 at 11:00am (WST) on 15/02/2023. In this eventuality the alternative Prize winner will be notified via phone or email within two (2) business days of the unclaimed Prize draw taking place, and the winner’s details will be published on the website.
21. In the event of a dispute regarding these terms and conditions, the decision of Surf Life Saving WA will be final and binding and no correspondence will be entered into.

Changing the competition

22. If any act, omission, event or circumstance occurs which is beyond the reasonable control of Surf Life Saving WA and which prevents it from complying with these terms and conditions, Surf Life Saving WA will not be liable for any failure to perform or delay in performing its obligations and Surf Life Saving WA reserves the right (subject to compliance with regulatory requirements) to cancel, terminate or modify or suspend this promotion.

Liability

23. To the extent permitted by law, SLSWA (and its employees, agents, contractors and service providers) are not liable for any loss, expense, damage or liability suffered or incurred (including but not limited to indirect or consequential loss) in connection with the competition, including, but not limited to:
 - any late, lost, incomplete, incorrectly submitted, delayed, illegible or misdirected entries;
 - any technical difficulties or equipment malfunction;
 - any theft, unauthorised access or interference by another person;
 - any entry or Prize claim that is late, lost, altered, damaged or misdirected;
 - any variation in Prize value to that stated in these terms;
 - any tax liability;
 - use of, or taking of, a Prize; or
 - participation in the competition.
23. As a condition of accepting the prize, the winner must prior to accepting the prize, sign any legal documentation as and in the form required by Surf Life Saving WA and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
24. The winner of the prize acknowledges that the helicopter ride (“Activity”) is a dangerous activity that may result in injury or death and participate at their own risk. The winner must: (a) attend, undergo and pass any appropriate training, briefings, required medical tests and other requirements of Surf Life Saving WA and Activity organisers as determined by them in their absolute discretion; (b) not have any heart condition or history thereof, or other medical

conditions that would make it dangerous to participate in the Activity; (c) not be under the influence of drugs or alcohol; (d) comply with all directions of Surf Life Saving WA and Activity organisers at all times; (e) wear all safety and other equipment required; and (f) supply SLSWA with their weight within 7 days of the flight. Surf Life Saving WA and Activity organisers, in their absolute discretion, at all times reserve the right to: (a) prevent any winner from participating in the Activity if, at any time, they reasonably believe that the winner poses a safety risk or for any other reason; and/or (b) cancel the Activity if the conditions are deemed dangerous. If the Activity is varied or unable to go ahead for any reason beyond the control of Surf Life Saving WA, such as due to bad weather, it may not be rescheduled and no compensation will be offered.

Privacy

25. Surf Life Saving WA 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 and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. Surf Life Saving WA will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://www.mybeach.com.au/legal/privacy-policy/>. 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.

26. By participating in the competition, winners consent to Surf Life Saving WA using their name, likeness, image and/or voice (including any photograph, film and/or recording of them) in any media at any time and agree to grant Surf Life Saving WA a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide and the winners will not be entitled to any fee for such use for the purpose of promoting this competition. Surf Life Saving WA and the Prize provider are entitled to amend, edit, select, crop, retouch or add to the image and to reproduce it.