

Chance to win a Fishing Kayak Competition Terms and Conditions

1. The "Port Coogee Christmas Festival" competition (**Competition**) is a competition run by Port Catherine Developments Pty Ltd (ACN 070 096 927) (**Frasers Property**) on and subject to these terms and conditions.
2. To be eligible to enter the Competition, you must be 18 years of age or over (**Eligible Participant**).
3. To enter the Competition (**Entry**), an Eligible Participant must complete the official entry form located in the Port Coogee Sales Tent at the Port Coogee Christmas Festival (Chieftain Esplanade) on Friday 3rd December 2021.
4. An Eligible Participant can only submit one Entry. The Competition commences at 5.00pm (WST) on Saturday 3 December 2021 and ends at 8.30pm (WST) on Saturday 3 December 2021.
5. An Entry is deemed to be received at the time that the event entry form is completed and submitted. Entries must be received by Frasers Property during the Promotion Period. Entries received by Frasers Property after the Promotion Period will automatically be deemed as invalid.
6. The total prize pool of the Competition consists of (1) Kayak2Fish Osprey Fishing Kayak Package (valued at \$599 and comprising Kayak, Padded Seat and Paddle) to be awarded to the winner determined in accordance with paragraph 7 of these Terms and Conditions.
7. Authorised representatives of Frasers Property will draw the winner from the entries at random on Monday 6 December 2021. The winner of the prize will be announced on the Port Coogee Facebook Page by Wednesday 8 December 2021. The winner will also be contacted and notified directly by Frasers Property with details on how to collect their prize.
8. The Competition is a game chance and skill plays no part in determining the winner. Frasers Property's decision is final and no correspondence will be entered into in relation to any dispute or other matter arising in relation to the Competition. Eligible Participants acknowledge that the Competition is in no way sponsored, endorsed or administered by, or associated with Facebook. Eligible Participants must follow and act in accordance with the Facebook Statement of Rights and Responsibilities.
9. Each Eligible Participant consents to Frasers Property using his or her name and their Competition entry in any media for promotional purposes related to the Competition. Each winner agrees to participate and co-operate as required by Frasers Property in promotional activities relating to the Competition.
10. Each Eligible Participant consents to receiving marketing material from 'Port Coogee' Port Catherine Developments Pty Ltd (ACN 070 096 927) via the contact details supplied in their Competition entry, from which the participant can opt-out at any time.
11. Frasers Property accepts no responsibility for any late, lost, incomplete, misdirected, incorrectly submitted, delayed or ineligible entries, applications, claims or correspondence whether due to error, omission, alteration, tampering, theft, deletion, destruction, transmission, interruption, communications failure or otherwise. Frasers Property has no control over the postal system, internet, telecommunications networks or lines and accepts no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise.

12. If for any reason any aspect of the Competition is not capable of running as planned, including by reason of infection by computer virus, telecommunications networks failure, bugs tampering, unauthorised intervention, fraud, technical failures, or any cause beyond the control of Frasers Property which corrupts or affects the administration, security, fairness, integrity or proper conduct of the Competition, Frasers Property reserves the right to cancel, terminate, modify or suspend the Competition subject to the approval of Gaming and Wagering Commission (WA) or other relevant authorities, if and only to the extent required.
13. By entering and participating in the Competition, Eligible Participants agree to hold harmless, defend and indemnify Frasers Property and Facebook from and against any and all claims, demands, liability, damages or causes of action (however named or described), losses, costs or expenses, with respect to or arising out of or related to the Eligible Participant's participation in the Competition.
14. None of Frasers Property or its related bodies corporate are liable to any winner, other Eligible Participant or any other person in any way (including but not limited to liability for negligence) for any loss, expense, damage or injury which is suffered or sustained (whether or not arising from any negligence) in connection with all or any of the promotion, the Competition or acceptance, transportation, delivery or use of the prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum liability allowable by law).
15. Nothing in these Terms and Conditions excludes, restricts or modifies the rights of any person or entity as a "consumer" under the Australian Consumer Law (or any other statutory rights) to the extent the law does not allow them to be excluded, restricted or modified.
16. These terms and conditions are governed by and to be interpreted in accordance with the laws of Western Australia.

Privacy Statement

All entries will be the property of Frasers Property. The information entrants provide will be used by Frasers Property for the purpose of and relating to conducting the Competition (including promoting the winner(s) of the Competition) and otherwise in accordance with the Frasers Property Privacy Policy. Without limitation, Frasers Property may, for this purpose, disclose entrants' personal information to relevant suppliers, contractors, agents and regulatory bodies. All personal details of entrants will be stored in accordance with the Frasers Property Privacy Policy. To view the Frasers Property Privacy Policy, please visit <http://www.frasersproperty.com.au/Privacy>.