WILSON PARKING AUSTRALIA "Perth Wildcats Giveaway" TERMS AND CONDITIONS

1. INTRODUCTION

1.1 The following terms and conditions apply for the Wilson Parking Australia "Perth Wildcats Giveaway" (the "Competition") and by submitting an entry into this Competition, entrants warrant that they have read, understand and agree to be bound by them.

1.2 These terms and conditions can be downloaded from <u>www.wilsonparking.com.au</u> ("the website").

2. PROMOTER

The promoter is Wilson Parking Australia 1992 Pty Ltd (ABN 67 052 475 911) (the "Promoter"), Floor 7, 7 Macquarie Place SYDNEY NSW 2000.

3. DURATION

Entries will be taken from 6.00am (AEDT) Tuesday 14 November 2023 until 9.00pm (AEDT) on Tuesday 12 December, 2023 inclusive ("Registration Period").

4. ELIGIBILITY

4.1 Entry is available to permanent residents of WA.

4.2 Employees and the immediate families of the Promoter and its related bodies corporate are ineligible to enter. Employees and the immediate families of all associated sponsors and participating companies are also ineligible to enter.

4.3 A completed booking is only eligible if it is not cancelled, amended or refunded in any other way.

4.4 Only one entry per booking reference number will be counted as an eligible entry.

5. METHOD OF ENTRY

5.1 To enter, entrants must make a valid completed booking at any Wilson Parking location in Perth, WA that accepts online bookings between 6.00am (AEDT) Tuesday 14 November 2023 until 9.00pm (AEDT) on Tuesday 12 December, 2023 inclusive. Entrants must then enter their booking reference number in the form on https://www.wilsonparking.com.au/whats-on/wildcats-giveaway. Entries will be collected through the Wilson Parking website. The winner will be decided using a credible platform that chooses the winner at random.

5.2 Entrants must prepay for parking and park, therefore have a completed booking between 6.00am (AEDT) Tuesday 14 November 2023 until 9.00pm (AEDT) on Tuesday 12 December, 2023 inclusive in order to be eligible to enter the competition.

5.3 Entries not containing a valid booking reference number will not be ineligible to enter.

5.4 Should an entrant's contact details change during the promotional period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.

6. DRAWING

6.1 One (1) valid entry will be selected using a credible platform that selects an eligible winner at random. Decisions will be made at or before 5pm on Friday 15 December 2023 at the offices of Wilson Parking, Floor 7, 7 Macquarie Place SYDNEY NSW 2000.

7. PRIZE

7.1 All prize values are the recommended retail value as provided by the supplier, are in Australian Dollars. There is one (1) prize to be won.

Prize package includes:

- 1 x Family Pass (2 adults, 2 children) to any Perth Wildcats home game at RAC Arena for the 2023/24 NBL season
- 1 x 2022/23 Perth Wildcats team signed jersey
- 1 x complimentary Wilson Parking voucher for the game day selected

8. PRIZE CONDITIONS

8.1 The Promoter does not warrant the merchantability, suitability and/or fitness for purpose of any goods and/or services awarded as a prize.

8.2 No other costs will be included other than those specifically referred to above, anything else will be at the winner's cost.

8.3 All prizes are subject to availability, non-transferable and non-exchangeable, must be used on any dates specified in these terms and conditions, by the Promoter and/or the prize provider and are not redeemable for cash unless cash is specified. Specifically, prizes may not be valid during school holidays or other peak times designated by the prize supplier.

8.4 If a prize winner does not take any element of a prize at the time stipulated by the Promoter then that element of the prize will be forfeited by the winner and cash will not be awarded in lieu of that prize or any part of it.

8.5 It will be each winner's responsibility to take out all relevant insurance (including but not limited to travel insurance) which may be required or prudent to be taken (at their own cost).

9. NOTIFICATION

Prize winner will be notified on Friday 15 December 2023 by email and/or phone. Winners name will be published in a news story on <u>www.wilsonparking.com.au</u> website If the winner does not respond to contact made by 5pm Friday 22 December 2023, the prize will be forfeited to the next available winner. No replacement prize will be given.

10. PRIZE COLLECTION

10.1 The Promoter reserves the right to request winners to provide proof of identity, proof of residency and/or proof of entry validity in order to claim a prize. Proof of identity, residency and/or entry validity considered suitable for verification is at the Promoter's discretion. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.

10.2 All prize winners must sign these terms and conditions in a form prescribed by the Promoter in order to receive their prize.

11. PRIZE AVAILABILITY

11.1 The Promoter will not be responsible or liable if for any reason beyond their reasonable control any element of any prize is not provided. The Promoter may, subject to State regulations, substitute a different prize of equivalent value in place of any prize referred to in these terms and conditions.

11.2 The Promoter will not be responsible for any changes in times or dates, or cancellations or rescheduling of events that may prevent the prize winner from redeeming the prize or any part of it.

12. TAXES

Any tax payable as a result of a prize being awarded or received will be the responsibility of the winner. Winners should seek independent financial advice prior to accepting a prize if this is a concern.

13. PUBLICITY MATERIALS

It is a condition of entry that the Promoter has the right to publicise the names, characters, likenesses or voices of any entrants for any promotion or matter incidental to the Competition.

14. RELEASE AND INDEMNITY

To the extent permitted by law, all entrants release from, and indemnify the Promoter against all liability, cost, loss or expense arising out of acceptance of any prize(s) or participation in the Competition including (but not limited to) loss of income, loss of opportunity, personal injury and damage to property, whether direct or consequential, foreseeable, due to some negligent act or omission or otherwise.

15. TAMPERING AND OTHER MATTERS

15.1 If for any reason this Competition is not capable of running as planned as a result of any (including but not limited to) technical failures, unauthorised intervention, computer virus, mobile phone failure, tampering, fraud or any other causes beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Competition, the Promoter reserves the right (subject to State regulations) to disqualify any individual who (whether directly or indirectly) causes the same and/or to cancel, terminate, modify or suspend the Competition.

15.2 The Promoter accepts no responsibility for any late, lost or misdirected entries including but not limited to electronic messages not received by the Promoter due to technical disruptions, network congestion or any other reason.

15.3 The use of any automated entry software or any other mechanical or electronic means that permits any person to enter the Competition repeatedly is prohibited.

16. EMAIL BOUNCE BACK AND INABILITY TO CONTACT

16.1 If an email message sent by the Promoter related to participation or entry in the Competition, bounces back, or cannot be delivered, or the entrant cannot be contacted by phone, the Promoter may contact another entrant via email or phone. In such event, the Promoter will not be responsible for the awarding of any prize to the email recipient whose email was not received.

16.2 If a contestant or winner is not successfully contacted via email due to bounce back or undeliverable from the Promoter related to participation or entry in the Competition that person will be disqualified and a replacement contestant or winner (whichever is applicable) will be selected by the Promoter.

17. MINORS

17.1 If the prize winner is under the age of 18 years these terms and conditions must be signed by the prize winner's parent or legal guardian before the prize is awarded and the prize may at the absolute discretion of the Promoter be awarded to the prize winner's parent or legal guardian.

18. TERMINATION OF COMPETITION

The Promoter may (subject to State Regulations), vary the terms of or terminate this Competition at any time at its absolute discretion without liability to any contestant or other person. The Promoter will not award the prize if the Competition is terminated.

19. DECISIONS FINAL

All decisions and actions of the Promoter relating to the Competition and/or redemption of the prizes are exercised according its absolute discretion and are final. No discussions or correspondence with entrants or any other person will be entered into.

20. FAILURE TO ENFORCE TERMS AND CONDITIONS

A failure by the Promoter to enforce any one of these terms and conditions in any instance(s) will not give rise to any claim or right of action by any other person or contestant.

21. PERSONAL INFORMATION AND PRIVACY

The personal information supplied by entrants when entering this Competition will be used by the Promoter in accordance with its Privacy Policy. Please refer to the Privacy Policy by visiting the website for more information as entry in this Competition is an agreement to be bound by that policy. The contact details of the winner only will be given to Perth Wildcats in order to fulfil the prize requirements.

By entering this competition, the entrant is agreeing to be contacted by Wilson Parking about future promotions or news.

Entrants that opt-in to share for their personal details to be shared with Perth Wildcats in entry form on the Wilson Parking website are consenting to be added to the Perth Wildcats subscriber list and be contacted by them for future promotions.

All entrants may have their details removed from the Promoter's database by simply contacting the Promoter or by sending an email to info@wilsonparking.com.au. If details are removed prior to the conclusion of the Competition and/or award of prize(s), entrants will forfeit their right to claim any prizes.