

Terms and Conditions of Entry for the City of Perth/ Coca-Cola Lotterywest Skyworks  
"Recycle and Reward!" Promotion

1. These terms and conditions of entry, including information on how to participate and prize details (**Terms**), apply to the Promotion and entry into the Promotion is deemed acceptance of these Terms.
2. The Promoter is City of Perth (ABN 83 780 118 628) of Council House, 27 St George's Terrace, Perth, WA 6000 (**Promoter**).
3. The following Lotterywest 'Skyworks' Coca-Cola Recycling Zones (as described in the official "Lotterywest Skyworks" program produced by The Sunday Times) are participating in the Promotion (**Participating Outlets**):
  - a) Sir James Mitchell Park Coca-Cola Recycling Zone, located on Sir James Mitchell Park, South Perth foreshore;
  - b) Langley Park Coca-Cola Recycling Zone, located on Langley Park, Perth foreshore;
  - c) The Esplanade Coca-Cola Recycling Zone, located on The Esplanade, Perth;
4. The Promotion will be open at each Participating Outlet from 4:00pm Australian Western Daylight Savings Time (**AWDST**) on 26 January 2009 and will continue until the earlier of:
  - (a) 8:30pm AWDST on 26 January 2009; or
  - (b) the time and date the relevant Participating Outlet has distributed its allocation of Reward Cards (as defined in paragraph 6(a) of these Terms),

**(Promotion Period).**

5. Entry in the Promotion is open to all Australian residents;
  - (a) 18 years and over; and
  - (b) under 18 years, who have obtained their parent or guardian's consent to enter the Promotion on these Terms and whose parent or guardian have agreed to these Terms, excluding:
    - (c) management, employees, directors and contractors of the Promoter, its related entities, the Participating Outlets or other agencies, firms or companies associated with the Promotion (including suppliers of prizes);
    - (d) a spouse, de-facto spouse, parent, guardian, child or sibling of a person referred to in paragraphs 5(c) of these Terms;
    - (e) persons who have won a prize or prizes valued either individually or collectively at more than AU\$5,000 (including GST) from the Promoter, or in any Promotion run by or on behalf of the Promoter, within the 12 months prior to the commencement of the Promotion Period;
    - (f) persons who have used or attempted to use any more than one name in order to qualify to win a contest run by or on behalf of the Promoter except in the case of a legal change of name; and
    - (g) persons who have breached the terms and conditions of any Promotion run by or on behalf of the Promoter,

**(Eligible Entrants).** The persons referred to in paragraph 5(d) of these Terms includes natural and non-natural relations (in the opinion of the Promoter) and the Promoter is responsible for determining whether a person is an Eligible Entrant in its absolute discretion.

## HOW TO ENTER

6. To enter the Promotion, Eligible Entrants must:
  - (a) deposit at one of the participating outlets, one or more pieces of recyclable material (as defined in paragraph 7 of these terms) (**Qualifying Entry**) to randomly select a Promotional entry card (**Reward Card**); and
  - (b) by 8:30pm AWDST on 26 January 2009 open their Reward Card; and
  - (c) surrender their Reward Card to the Coca-Cola staff at the relevant Participating Outlet from which they received it to claim their prize (**Reward**).
7. The following items are eligible to be included as part of an Eligible Entrant's Qualifying Entry in the Promotion (**Eligible Recyclables**):
  - (a) All plastic items displaying a recyclable symbol, which are mostly or entirely free from contamination by food or beverages;
  - (b) All glass items, which are mostly or entirely free from contamination by food or beverages;
  - (c) All aluminium items, which are mostly or entirely free from contamination by food or beverages;excluding;
  - (d) Corks, caps, ring-pulls or other container closing devices, unless presented as part of the original item;

## Rewards

8. The following prizes are available to be won instantly in the Promotion (**Rewards**):
  - (a) 1,500 x Australian Flag temporary tattoos, valued at \$0.05 RRP (inc. GST) each;
  - (b) 200 x 'Coca-Cola' branded flexible plastic keyrings, valued at \$1.10 RRP (inc. GST) each;
  - (c) 100 x Australian Flags, valued at \$2.00 RRP (inc. GST) each;
  - (d) 30 x pairs of 'Coca-Cola' branded sunglasses, valued at \$2.75 RRP (inc. GST) each;
  - (e) 20 x 'Coca-Cola' branded shoulder bags, valued at \$3.85 RRP (inc. GST) each;
  - (f) 10 x 'Coca-Cola' branded soft cooler tubs, valued at \$20.62 RRP (inc. GST) each;valued collectively at up to AUD\$1,000 RRP (including GST).
9. Any Minor Prizes:
  - (a) not claimed by 8:30pm AWDST on 26 January 2009 are forfeited, subject to any directions from State Gaming Departments; and
  - (b) not won during the Promotion may be distributed by the Promoter at its absolute discretion.

## Verification

10. Prize winners must, if requested by the Promoter, produce, within the time requested by the Promoter at its absolute discretion, appropriate photo identification or other documentation (to the Promoter's satisfaction, at its sole discretion) in order to verify their identity, age, eligibility to enter the Promotion and claim a prize, and their compliance with these Terms, before the Promoter issues their prize. If the documentation required by the Promoter is not received or a winning entry has not been verified to the satisfaction of the Promoter, within the time period determined by the Promoter, the winner's entry will be invalid. Prizes will only be awarded

following any winner validation and verification that the Promoter requires at its absolute discretion.

11. If more than one person attempts to claim a particular prize, the Promoter has sole and absolute discretion to determine which of those persons is the winning entrant.

### **General**

12. The total prize pool available to be won in the Promotion is valued at up to AUD\$1,000.00 (including GST).
13. Eligible Entrants will receive one Reward Card per Qualifying Entry made.
14. Subject to paragraphs 15 of these Terms, Eligible Entrants may participate in the Promotion as many times as they wish, provided each participation is based on a separate Qualifying Entry.
15. There will be a total of 1,860 Scratch Cards available for distribution in the Promotion across the Participating Outlets.
16. Prizes and components of prizes (or unused portions of prizes) are not transferable, exchangeable or redeemable for cash. Prizes must be taken as offered and may not be varied.
17. The Promoter accepts no responsibility for any variation in the value of prizes.
18. If the Promoter is unable to provide a winner with a nominated prize, the Promoter reserves the right to supply an alternative prize of similar monetary value to the nominated prize, subject to any written directions given by the State Gaming Departments.
19. The Promoter accepts no responsibility for any prize claims not received for any within the time frames required by these Terms. Entries will be deemed to be accepted at the time of receipt and not the time of transmission. No responsibility will be taken for lost, stolen, damaged, late or misdirected entries. The Promoter is not responsible for technical difficulties with the entry mechanism and does not warrant that the entry mechanism will be available at all times.
20. If, for any reason, the Promotion is not capable of running as planned, including due to tampering, unauthorised intervention, fraud or any other causes beyond the control of the Promoter, which corrupt or affect the administration security, fairness, integrity or proper conduct of this Promotion, the Promoter reserves the right in its sole discretion to take any action that may be available to it, subject to State regulations, including cancelling, terminating, modifying or suspending the Promotion.
21. Any entrant who, in the opinion of the Promoter, tampers or interferes with the entry mechanisms or Reward Cards in any way, engages in any unlawful or improper conduct which jeopardises or is likely to jeopardise the fair or proper conduct of the Promotion, or who does not properly comply with the entry process, will be ineligible to win. Where applicable, prizes will only be awarded where the winner's Reward Card fulfils all of the requirements of the Promoter's verification tests and procedures, which tests and procedures may be determined by the Promoter at its absolute discretion.
22. In the event quality control errors on the part of the Promoter in awarding prizes, all legitimate existing claims for and entitlements to prizes will be met notwithstanding the advertised Promotion prize pool having been exceeded. Quality control matters outside the control of, or not caused by, an Eligible Entrant, will not be used as the sole basis for refusing to award a prize.
23. Incomplete, indecipherable, illegible or incorrect entries are not eligible to win.

24. The Promoter reserves the right to disqualify entrants in the event of non-compliance with these Terms. Failure by the Promoter to enforce any of its rights under these Terms at any stage does not constitute a waiver of those rights.
25. The Promoter's decisions in relation to all aspects of the Promotion are final and binding on each entrant and no correspondence will be entered into.
26. Entrants acknowledge that the Promoter may rely on these Terms even if the Promoter only learns of an entrant's ineligibility to enter the Promotion or non-compliance with these Terms after the Promoter has awarded the prize to the entrant. The Promoter reserves the right to require the right to require an entrant to relinquish their prize or where the prize has been used (or partially used) repay the Promoter the value of the prize (or the value of the components of the prize which have been used), in the Promoter's absolute discretion.
27. The Promoter collects (and the Participating Outlets collects on the Promoter's behalf) personal information about entrants to include entrants in the Promotion and where appropriate award prizes. If the personal information requested is not provided, the entrant may not participate in the Promotion. By participating in the Promotion, each entrant also consents to the Participating Outlets disclosing their personal information to the Promoter and the Promoter using and disclosing their personal information for the following purposes:
  - (a) improving the Promoter's and its related entities' goods and services;
  - (b) contacting the entrant in the future for the Promoter's or its related entities' marketing purposes via any medium including mail, telephone (regardless of whether the entrant is registered on the Do Not Call Register) and commercial electronic messages (SMS (Short Message Service), MMS (Multimedia Message Service), IM (Instant Messaging) and email) or any other media including media not yet in existence; and
  - (c) the purposes set out in the Promoter's privacy policy (available by writing to the Promoter at the address set out in paragraph 2 of these Terms).

The entrant provides this consent on an indefinite basis. Entrants agree that the Promoter may disclose their personal information to its related entities, its agencies and other third parties engaged to provide services in connection with the Promotion, who may contact entrants in relation to the Promotion and use their personal information for the purposes outlined above. Entrants can gain access to, update or correct any personal information held by the Promoter by contacting the Promoter at the address set out in paragraph 2 of these Terms. Entrants can also gain access to, update or correct any personal information held by the Participating Outlets by contacting the outlets at the addresses set out in paragraph 3 of these Terms. All personal information will be stored at the office of the Promoter and/or the Participating Outlets as the case may be.

28. By entering into the Promotion, the entrant agrees and acknowledges that:
  - (a) they may be contacted by the Promoter (or its agent) to provide comments about the competition and the Promoter (or its agent) may take photos or recordings of them;
  - (b) the Promoter may use comments obtained from the entrant, the entrant's name, and/or likeness and photos or recordings of the entrant (the **Materials**) for the Promoter's future promotional and marketing purposes without further reference or compensation to them;
  - (c) the Promoter may duplicate, alter, adapt and utilise the Materials as the Promoter wishes at any time, anywhere, and by any means (including communicating them to the public in any media, including media not yet in existence). The Promoter may license, authorise or otherwise transfer the rights in the Materials to others to do the same;
  - (d) they grant to the Promoter on creation of the Materials a royalty free, perpetual, exclusive and irrevocable licence to use the Materials for whatever purpose it determines;

- (e) they unconditionally and irrevocably:
    - (i) consent to any act or omission that would otherwise infringe any of their moral rights in the Materials (as defined in Part IX of the Copyright Act 1968 (Cth)) and present and future rights of a similar nature conferred by statute anywhere in the world whether occurring before or after this consent is given **(Moral Rights)**; and
    - (ii) waive all Moral Rights in the Materials that arise outside Australia; and
  - (f) they agree not to institute, maintain or support any claim or proceeding for infringement of their Moral Rights in the Materials.
29. The Promoter, its related entities, its and its related entities employees, agents, directors and contractors, and all agencies associated with the Promotion, shall not be liable for any loss or claim, action, demand, liability, loss (including but not limited to direct or consequential loss), damage, cost, expense or personal injury whatsoever, incurred, suffered or sustained by any person or other entity (without limitation) directly or indirectly in connection with this Promotion or the acceptance or use of prizes by winners, except that that cannot be excluded by law (in which case that liability is limited to the minimum amount allowable by law).
30. The Promoter accepts no responsibility for any tax liabilities that may arise from winning a prize.
31. If a prize winner is aged under 18 years, the prize will be awarded to their parent or guardian.
32. The parent or guardian of each Eligible Entrant aged under 18 years, who participates in the Promotion, acknowledges that they are provided with the opportunity for their child to participate in the Promotion, as consideration for their agreement to these Terms.