The Water Conservancy

Exclusive Giveaway Water Night 2023 Registration Competition

Terms and Conditions

KEY TERMS

Information on how to enter and prizes form part of these conditions. By participating, entrants agree to be bound by these conditions. Entries must comply with these conditions to be valid.

Details						
Eligible Entrants	Entry is open to residents of Australia aged 18 years and over who sign up participate in Water Night 2023 from The Water Conservancy via the Water Conservancy QR Code or website. Entrant must be an individual and not a company or organisation. Employees of The Water Conservancy and their immediate families of the Promoter, its related entities, and any agencies associated with this competition are ineligible to enter.					
Name of Promoter	Water Services Association of Australia Limited (the "Promoter") (ABN 54 117 907 285), 75 Elizabeth Street Sydney, New South Wales, Australia.					
How to Enter	 1. Scan the QR code or visit the Water Night website www.waternight.com.au 2. Enter Your Details 3. Register 					
Limits on Entry	One entry per person, who prior to the Entry Period has not previously registered with The Water Conservancy for Water Night 2023.					
Entry Period	The competition commences Friday 1 September 2023 at 3:00pm (AEST) and closes when there have been 100 registrants from there. Entries are deemed to be made at the time of receipt by the Promoter, not the time of posting or transmission by the entrant. The Promoter accepts no responsibility for any entries not received for any reason (whether or not due to any negligence by the Promoter), including without limitation any technical errors, misdirection, misspellings, late, lost, delayed or misdirected entries. You irrevocably agree not to challenge the results of the promotion.					

	The winner draw will run 1 time with 2 winners selected on 23 October 2023 at 11 am from all eligible entries.		
Winner/s	The winners will be contacted by email. Please allow at least 28 days from the date of notification for the delivery of the prizes.		
	Should the winner not be able to claim the prize within 3 months of the email announcement, a new winner will be chosen based on the same criteria.		
Prize Details	The first valid entry drawn will receive Apple Air Pods and the next valid entry drawn will receive a Garmin Fitness Watch.		

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]	The model details are as follows:				
Details	1x AirPods (3rd generation) Model: MME73ZA				
	1x Garmin Forerunner 45 black 42mm case size PART NUMBER 010-02156-05				
Prize Limitations	Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.				
Prize Delivery	Upon receiving the winning confirmation from The Water Conservancy, the winner will be required to share address details for the delivery of the prize. Should the winner not be present at the agreed time of arrival The Water Conservancy takes no responsibility of the whereabouts of listed prizing.				

FURTHER DETAILS

- 1 Entries must be received by the Promoter during the Entry Period. Entries received after the close of the Entry Period will not be accepted.
- 2 This competition is a game of chance.
- 3 All ancillary costs including but not limited to insurance, taxes (excluding GST), meals, drinks, transport, transfers, spending money, fuel, oil and services costs, safety gear to comply

with state and territory regulations, in-room charges and any and all other expenses incurred as a consequence of receiving the prize are the sole responsibility of the winner.

4 Prizes are not transferable and are not redeemable for cash. In particular, prizes may not, without the prior consent of the Promoter and any applicable third-party supplier of the prize ("Supplier"), be resold or offered for resale at a premium (including via online auction sites) or used for advertising, promotion or other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services. If a prize is sold or used in breach of this condition, the Promoter or the Supplier may, at their absolute discretion, withdraw the prize(s). Where a prize has been withdrawn in accordance with this clause, no refund, substitute or compensation will be offered and if the prize is a ticket, the winner and any person has purchased or otherwise bears that ticket will be refused entry.

5 The Promoter accepts no responsibility for late, lost or misdirected entries or other communications. The Promoter assumes no responsibility for any failure to receive an entry or for inaccurate information or for any loss, damage or injury as a result of technical or telecommunications problems, including security breaches, theft or destruction, any cause beyond the Promoter's control, or unauthorised access to or alteration of the competition. If such problems arise, then the Promoter may modify, cancel, terminate or suspend the competition. Further, the Promoter at its sole discretion may recommence this competition under the same conditions.

6 If any prize becomes unavailable for reasons beyond the Promoter's control, the Promoter may substitute a prize of equal or greater value.

7 All reasonable attempts will be made to contact the winners. If a winner does not claim their prize within the specified time period, their entry will be deemed invalid and the Promoter may award their prize to the next best entry determined by the judges.

8 If an entrant's contact details change at any time after the date which they enter the competition, that entrant must notify the Promoter of their correct contact details immediately.

9 You acknowledge that the Promoter is under no obligation to exercise any of the rights granted to it by these Terms and Conditions.

10 The Promoter reserves the right to request verification of age, identity, residential address of winners and any other information from entrants relevant to entry into or participation in this competition. Verification is at the discretion of the Promoter; whose decision is final. The Promoter reserves the right to disqualify any individual who provides false information, fails to provide information, is in breach of these conditions, provides entries that are offensive or otherwise inappropriate in the sole opinion of the Promoter, conspires with others to gain an unfair advantage or who is otherwise involved in any way in manipulating, interfering or tampering with the conduct of this competition, or who has engaged in any unlawful or

other improper misconduct calculated to jeopardise the fair and proper conduct of the competition. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

11 The Promoter shall not be liable for any loss, damage or injury suffered or sustained (even if caused by negligence) as a result of accepting and/or using a prize or in relation to the competition, except for any liability which cannot be excluded by law.

Any prize supplied by a third-party supplier is subject to the terms and conditions of that third party supplier. The Promoter is not responsible or liable for any loss, damage or injury suffered by any winner as a result of the conduct of any third-party supplier or otherwise as a result of the winner accepting and/or using a prize (even if caused by negligence), except for any liability which cannot be excluded by law. Nothing in these conditions restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the *Competition and Consumer Act 2010* (Cth).

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12 If in the conduct of this competition, the Promoter is liable for a breach of any guarantee, warranty, condition or other term that applies under the *Competition and Consumer Act 2010* (Cth) or is implied by any other commonwealth, state or territory law that cannot by law be excluded, the Promoter's liability under that legislation is limited, to the extent permitted by law, to the cost of replacement of any benefit or prize won.

13 Without limiting the previous paragraph, the Promoter and its associated agencies and companies will not be liable for any damage, loss or delay in transit to the prize.

14 Before the prize is awarded, the winner may be required to sign an agreement to release the Promoter from any liability arising from the use or participation in the prize.

15 Entrants consent to the Promoter using their name, entry, image and/or voice in the event that they are a winner in any media for an unlimited period of time without remuneration for the purpose of promoting this competition (including any outcome) and/or promoting any products manufactured, distributed and/or supplied by the Promoter.

16 You acknowledge and agree that the Promoter may use your personal information for the purposes of the promotion (including communicating with entrants and sending them information about Water Night or the promotion) re-marketing to them after the promotion, for any promotional, marketing and publicity purposes of the Promoter in any media without notice and without any fee paid to you or for other purposes subject to the Privacy Policy (which can be found here https://waternight.com.au/legal/) or as the law permits. Entrants can unsubscribe or modify their preferences for how and when they are contacted at any time via the respective

platform or by contacting Water Services Association of Australia by email at (info@thewaterconservancy.org)

17 If there is any event that prevents or hinders the Promoter's conduct of the promotion or the Promoter's ability to deliver the prizes to the Prize Winners, the Promoter may, in its discretion, cancel the promotion. If the Promoter cancels the promotion it may, in its discretion, recommence it at another time under the same conditions or select another winner.

18 The Promoter is not responsible for any incorrect or inaccurate information, or for any of the equipment or programming associated with or utilised in this promotion, or for any technical error that may occur in the course of the administration of this competition. The Promoter assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to or alteration of entries.

19 Entries remain the property of the Promoter. Details from entries, the personal information of such entrant, will be collected and used for the purposes of conducting this competition (which may include disclosure to third parties, the Promoter's related bodies corporate, agencies and contractors (including call centres, advertising agencies and direct mail houses) for the purpose of processing and conducting the competition) and for promotional purposes, public statements and advertisements surrounding this competition. For the purposes of public statements and advertisements, the Promoter will only publish the winner's surname, first initial and state of residence. By entering this competition entrants consent to the use of their information as described and agree that the Promoter may use this information, or disclose it to other organisations that may use it, in any media for future promotional purposes without any further reference or payment to the entrant. The Promoter is bound by the Australian Privacy Principles contained in the Privacy Act 1988 (Cth). Entrants may access, change and/or update their personal information by contacting the Promoter before the prize is drawn during office hours or in writing at chris.philpot@thewaterconservancy.org

20 These Terms and Conditions are governed by the laws of New South Wales. In relation any matters to do with the promotion, each party irrevocably submits to the non-exclusive jurisdiction of courts with jurisdiction there, and waives any right to object to the venue on any ground.

The Water Conservancy

Water Night 2023 Registration Competition

Terms and Conditions

KEY TERMS

Information on how to enter and prizes form part of these conditions. By participating, entrants agree to be bound by these conditions. Entries must comply with these conditions to be valid.

Details					
Eligible Entrants	Entry is open to residents of Australia aged 18 years and over who sign up participate in Water Night 2023 from The Water Conservancy via the Water Conservancy QR Code from 1 September 2023. Entrant must be an individual and not a company or organisation. Employees and their immediate families of the Promoter, its related entities, and any agencies associated with this competition are ineligible to enter.				
Name of Promoter	Water Services Association of Australia Limited (the "Promoter") (ABN 54 117 907 285), 75 Elizabeth Street Sydney, New South Wales, Australia.				
How to Enter	 1. Scan the QR code or visit the Water Night website www.waternight.com.au 2. Enter Your Details 3. Register 				
Limits on Entry	One entry per person, who prior to the Entry Period has not previously registered with The Water Conservancy for Water Night 2023.				
Entry Period	The competition commences 1 September 2023 at 3:00pm (AEST) and closes on 19 October 2023 at 5:00pm (AEST). The competition commences, and eligible entrants will be those, after the 100 th entry due to the Exclusive Giveaway running for the first 100 entries from 1 September 2023 3:00pm (AEST). Entries are deemed to be made at the time of receipt by the Promoter, not the time of posting or transmission by the entrant. The Promoter accepts no responsibility for any entries not received for any reason (whether or not due to any negligence by the Promoter), including without limitation any technical errors, misdirection, misspellings, late, lost,				

	delayed or misdirected entries. You irrevocably agree not to challenge the results of the promotion.				
Winner/s	The winner draw will run 1 time with 31 winners selected on 23 August 2023 at 12pm from all eligible entries.				
	The winners will be contacted by email. Please allow at least 28 days from the date of notification for the delivery of the prizes.				
	The first twenty valid entries drawn will receive a Wobble Tee RolaRain Sprinkler each.				
Prize Details	The model details are as follows: Wobble-Tee RolaRain Sprinkler RRP \$59.95				
	The next four valid entry drawn will receive Apple Air Pods and the following four valid entry drawn will receive a Garmin Fitness Watch.				

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Details	
	The model details are as follows:
	AirPods (3rd generation) Model: MME73ZA
	Garmin Forerunner 45 black 42mm case size PART NUMBER 010-02156-05
	The following valid entry drawn will receive a Kitchen Couture 9-in-1 AirFryer Oven.
	The model details are as follows: Kitchen Couture 9-In-1 Sensei XL Flip Air Fryer Oven Grill Stainless Steel
	RRP \$519
	The following valid entry will receive The AirGarden.
	The model details are as follows:

	1 x Airgarden unit, 1 x pump, Automated waterproof timer, 30 grow cups, 30 coco-coir grow plugs, 5 seed packets (Kale, Cos Lettuce, Spinach, Tomato, Cucumber), pH testing kit, 1 litre set of Airgarden nutrients, Spanner, syringe, wooden spoon and measuring jug, Propagation kit to grow seedlings, Airgarden tote bag. RPP \$799				
	The following valid entry will receive a Bosch Series 6 free-standing dishwasher 60 cm silver inox.				
	The model details are as follows:				
	SMS6HCI01A – Series 6 freestanding dishwasher 60cm silver inox RRP \$1699				
	Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.				
Prize Limitations					
Prize Limitations Prize Delivery					

FURTHER DETAILS

- 1 Entries must be received by the Promoter during the Entry Period. Entries received after the close of the Entry Period will not be accepted.
- 2 This competition is a game of chance.
- 3 All ancillary costs including but not limited to insurance, taxes (excluding GST), meals, drinks, transport, transfers, spending money, fuel, oil and services costs, safety gear to comply with state and territory regulations, in-room charges and any and all other expenses incurred as a consequence of receiving the prize are the sole responsibility of the winner.
- 4 Prizes are not transferable and are not redeemable for cash. In particular, prizes may not, without the prior consent of the Promoter and any applicable third-party supplier of the prize ("Supplier"), be resold or offered for resale at a premium (including via online auction sites)

or used for advertising, promotion or other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services. If a prize is sold or used in breach of this condition, the Promoter or the Supplier may, at their absolute discretion, withdraw the prize(s). Where a prize has been withdrawn in accordance with this clause, no refund, substitute or compensation will be offered and if the prize is a ticket, the winner and any person has purchased or otherwise bears that ticket will be refused entry.

5 The Promoter accepts no responsibility for late, lost or misdirected entries or other communications. The Promoter assumes no responsibility for any failure to receive an entry or for inaccurate information or for any loss, damage or injury as a result of technical or telecommunications problems, including security breaches, theft or destruction, any cause beyond the Promoter's control, or unauthorised access to or alteration of the competition. If such problems arise, then the Promoter may modify, cancel, terminate or suspend the competition. Further, the Promoter at its sole discretion may recommence this competition under the same conditions.

6 If any prize becomes unavailable for reasons beyond the Promoter's control, the Promoter may substitute a prize of equal or greater value.

7 All reasonable attempts will be made to contact the winners. If a winner does not claim their prize within the specified time period, their entry will be deemed invalid and the Promoter may award their prize to the next best entry determined by the judges.

8 If an entrant's contact details change at any time after the date which they enter the competition, that entrant must notify the Promoter of their correct contact details immediately.

9 You acknowledge that the Promoter is under no obligation to exercise any of the rights granted to it by these Terms and Conditions.

10 The Promoter reserves the right to request verification of age, identity, residential address of winners and any other information from entrants relevant to entry into or participation in this competition. Verification is at the discretion of the Promoter; whose decision is final. The Promoter reserves the right to disqualify any individual who provides false information, fails to provide information, is in breach of these conditions, provides entries that are offensive or otherwise inappropriate in the sole opinion of the Promoter, conspires with others to gain an unfair advantage or who is otherwise involved in any way in manipulating, interfering or tampering with the conduct of this competition, or who has engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the competition. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

11 The Promoter shall not be liable for any loss, damage or injury suffered or sustained (even if caused by negligence) as a result of accepting and/or using a prize or in relation to

the competition, except for any liability which cannot be excluded by law.

Any prize supplied by a third-party supplier is subject to the terms and conditions of that third party supplier. The Promoter is not responsible or liable for any loss, damage or injury suffered by any winner as a result of the conduct of any third-party supplier or otherwise as a result of the winner accepting and/or using a prize (even if caused by negligence), except for any liability which cannot be excluded by law. Nothing in these conditions restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the *Competition and Consumer Act 2010* (Cth).

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12 If in the conduct of this competition, the Promoter is liable for a breach of any guarantee, warranty, condition or other term that applies under the *Competition and Consumer Act 2010* (Cth) or is implied by any other commonwealth, state or territory law that cannot by law be excluded, the Promoter's liability under that legislation is limited, to the extent permitted by law, to the cost of replacement of any benefit or prize won.

13 Without limiting the previous paragraph, the Promoter and its associated agencies and companies will not be liable for any damage, loss or delay in transit to the prize.

14 Before the prize is awarded, the winner may be required to sign an agreement to release the Promoter from any liability arising from the use or participation in the prize.

15 Entrants consent to the Promoter using their name, entry, image and/or voice in the event that they are a winner in any media for an unlimited period of time without remuneration for the purpose of promoting this competition (including any outcome) and/or promoting any products manufactured, distributed and/or supplied by the Promoter.

16 You acknowledge and agree that the Promoter may use your personal information for the purposes of the promotion (including communicating with entrants and sending them information about Water Night or the promotion) re-marketing to them after the promotion, for any promotional, marketing and publicity purposes of the Promoter in any media without notice and without any fee paid to you or for other purposes subject to the Privacy Policy (which can be found here https://waternight.com.au/legal/) or as the law permits. Entrants can unsubscribe or modify their preferences for how and when they are contacted at any time via the respective platform or by contacting Water Services Association of Australia by email at (info@thewaterconservancy.org)

17 If there is any event that prevents or hinders the Promoter's conduct of the promotion or the Promoter's ability to deliver the prizes to the Prize Winners, the Promoter may, in its discretion,

cancel the promotion. If the Promoter cancels the promotion it may, in its discretion, recommence it at another time under the same conditions or select another winner.

18 The Promoter is not responsible for any incorrect or inaccurate information, or for any of the equipment or programming associated with or utilised in this promotion, or for any technical error that may occur in the course of the administration of this competition. The Promoter assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to or alteration of entries.

19 Entries remain the property of the Promoter. Details from entries, the personal information of such entrant, will be collected and used for the purposes of conducting this competition (which may include disclosure to third parties, the Promoter's related bodies corporate, agencies and contractors (including call centres, advertising agencies and direct mail houses) for the purpose of processing and conducting the competition) and for promotional purposes, public statements and advertisements surrounding this competition. For the purposes of public statements and advertisements, the Promoter will only publish the winner's surname, first initial and state of residence. By entering this competition entrants consent to the use of their information as described and agree that the Promoter may use this information, or disclose it to other organisations that may use it, in any media for future promotional purposes without any further reference or payment to the entrant. The Promoter is bound by the Australian Privacy Principles contained in the Privacy Act 1988 (Cth). Entrants may access, change and/or update their personal information by contacting the Promoter before the prize is drawn during office hours or in writing at Chris.philpot@thewaterconservancy.org

20 These Terms and Conditions are governed by the laws of New South Wales. In relation any matters to do with the promotion, each party irrevocably submits to the non-exclusive jurisdiction of courts with jurisdiction there, and waives any right to object to the venue on any ground.

The Water Conservancy

Water Businesses and Local Water Utilities Water Night 2023 Registration Competition

Terms and Conditions

KEY TERMS

Information on how to enter and prizes form part of these conditions. By participating, entrants agree to be bound by these conditions. Entries must comply with these conditions to be valid.

Details					
Eligible Entrants	Entry is open to residents of Australia working in the water industry (for a local water utility or water service provider) aged 18 years and over who sign up participate in Water Night 2023 from The Water Conservancy via the Water Conservancy QR Code from 2 July 2023. Entrant must be an individual and not a company or organisation. Employees and their immediate families of the Promoter, its related entities, and any agencies associated with this competition are ineligible to enter.				
Name of Promoter	Water Services Association of Australia Limited (the "Promoter") (ABN 54 117 907 285), 75 Elizabeth Street Sydney, New South Wales, Australia.				
How to Enter	 1. Scan the QR code or visit the Water Night website www.waternight.com.au 2. Enter Your Details 3. In the 'Other' section of the registration form, insert the text 'utility' or 'water business' 3. Register 				
Limits on Entry	One entry per person, who prior to the Entry Period has not previously registered with The Water Conservancy for Water Night 2023.				
Entry Period	The competition commences Sunday 2 July 2023 at 9:00am (AEST) and closes on 19 October 2023 at 5:00pm (AEST). Entries are deemed to be made at the time of receipt by the Promoter, not the time of posting or transmission by the entrant. The Promoter accepts no responsibility for any entries not received for any reason (whether or not due to any negligence by the Promoter), including without limitation any technical errors,				

	misdirection, misspellings, late, lost, delayed or misdirected entries. You irrevocably agree not to challenge the results of the promotion.				
Winner/s	The local water utility or water business with the most sign ups, based or percentage of employees, in their organisation will win. There will be two winners, one for organisations with less than 500 employees and one for organisations with more than 500 employees. The winner draw will run time with 2 winners selected on 23 October 2023 at 11:30 am from all eligible entries.				
	The winners will be contacted by email. Please allow at least 28 days from the date of notification for the delivery of the prizes.				
Prize Details	The first valid entry drawn will receive the Bosch 6 series Dishwasher and the next valid entry drawn will receive a MyGenie Robot Vacuum.				

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Details					
	The model details are as follows:				
	SMS6HCI01A – Bosch Series 6 freestanding dishwasher 60cm silver inox RRP \$1699				
	MyGenie Laser Smart Pro IQ 360 Robot Vacuum Cleaner WIFI Remote Control RRP \$899 in the colour black				
Prize Limitations	Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.				
Prize Delivery	Upon receiving the winning confirmation from The Water Conservancy, the winner will be required to share address details for the delivery of the prize. Should the winner not be present at the agreed time of arrival The Water Conservancy takes no responsibility of the whereabouts of listed prizing.				
Notification of Winners	ета по				

FURTHER DETAILS

- 1 Entries must be received by the Promoter during the Entry Period. Entries received after the close of the Entry Period will not be accepted.
- 2 This competition is a game of chance.
- 3 All ancillary costs including but not limited to insurance, taxes (excluding GST), meals, drinks, transport, transfers, spending money, fuel, oil and services costs, safety gear to comply with state and territory regulations, in-room charges and any and all other expenses incurred as a consequence of receiving the prize are the sole responsibility of the winner.
- 4 Prizes are not transferable and are not redeemable for cash. In particular, prizes may not, without the prior consent of the Promoter and any applicable third-party supplier of the prize ("Supplier"), be resold or offered for resale at a premium (including via online auction sites) or used for advertising, promotion or other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services. If a prize is sold or used in breach of this condition, the Promoter or the Supplier may, at their absolute discretion, withdraw the prize(s). Where a prize has been withdrawn in accordance with this clause, no refund, substitute or compensation will be offered and if the prize is a ticket, the winner and any person has purchased or otherwise bears that ticket will be refused entry.
- 5 The Promoter accepts no responsibility for late, lost or misdirected entries or other communications. The Promoter assumes no responsibility for any failure to receive an entry or for inaccurate information or for any loss, damage or injury as a result of technical or telecommunications problems, including security breaches, theft or destruction, any cause beyond the Promoter's control, or unauthorised access to or alteration of the competition. If such problems arise, then the Promoter may modify, cancel, terminate or suspend the competition. Further, the Promoter at its sole discretion may recommence this competition under the same conditions.
- 6 If any prize becomes unavailable for reasons beyond the Promoter's control, the Promoter may substitute a prize of equal or greater value.
- 7 All reasonable attempts will be made to contact the winners. If a winner does not claim their prize within the specified time period, their entry will be deemed invalid and the Promoter may award their prize to the next best entry determined by the judges.
- 8 If an entrant's contact details change at any time after the date which they enter the competition, that entrant must notify the Promoter of their correct contact details immediately.
- 9 You acknowledge that the Promoter is under no obligation to exercise any of the rights granted to it by these Terms and Conditions.

10 The Promoter reserves the right to request verification of age, identity, residential address of winners and any other information from entrants relevant to entry into or participation in this competition. Verification is at the discretion of the Promoter; whose decision is final. The Promoter reserves the right to disqualify any individual who provides false information, fails to provide information, is in breach of these conditions, provides entries that are offensive or otherwise inappropriate in the sole opinion of the Promoter, conspires with others to gain an unfair advantage or who is otherwise involved in any way in manipulating, interfering or tampering with the conduct of this competition, or who has engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the competition. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

11 The Promoter shall not be liable for any loss, damage or injury suffered or sustained (even if caused by negligence) as a result of accepting and/or using a prize or in relation to the competition, except for any liability which cannot be excluded by law.

Any prize supplied by a third-party supplier is subject to the terms and conditions of that third party supplier. The Promoter is not responsible or liable for any loss, damage or injury suffered by any winner as a result of the conduct of any third-party supplier or otherwise as a result of the winner accepting and/or using a prize (even if caused by negligence), except for any liability which cannot be excluded by law. Nothing in these conditions restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the *Competition and Consumer Act 2010* (Cth).

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12 If in the conduct of this competition, the Promoter is liable for a breach of any guarantee, warranty, condition or other term that applies under the *Competition and Consumer Act 2010* (Cth) or is implied by any other commonwealth, state or territory law that cannot by law be excluded, the Promoter's liability under that legislation is limited, to the extent permitted by law, to the cost of replacement of any benefit or prize won.

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14 Before the prize is awarded, the winner may be required to sign an agreement to release the Promoter from any liability arising from the use or participation in the prize.

15 Entrants consent to the Promoter using their name, entry, image and/or voice in the event that they are a winner in any media for an unlimited period of time without remuneration for the purpose of promoting this competition (including any outcome) and/or promoting any products manufactured, distributed and/or supplied by the Promoter.

16 You acknowledge and agree that the Promoter may use your personal information for the purposes of the promotion (including communicating with entrants and sending them information about Water Night or the promotion) re-marketing to them after the promotion, for any promotional, marketing and publicity purposes of the Promoter in any media without notice and without any fee paid to you or for other purposes subject to the Privacy Policy (which can be found here https://waternight.com.au/legal/) or as the law permits. Entrants can unsubscribe or modify their preferences for how and when they are contacted at any time via the respective platform or by contacting Water Services Association of Australia by email at (info@thewaterconservancy.org)

17 If there is any event that prevents or hinders the Promoter's conduct of the promotion or the Promoter's ability to deliver the prizes to the Prize Winners, the Promoter may, in its discretion, cancel the promotion. If the Promoter cancels the promotion it may, in its discretion, recommence it at another time under the same conditions or select another winner.

18 The Promoter is not responsible for any incorrect or inaccurate information, or for any of the equipment or programming associated with or utilised in this promotion, or for any technical error that may occur in the course of the administration of this competition. The Promoter assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to or alteration of entries.

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