

# DRAINS Feedback Survey Competition

## Terms and Conditions

1. Participation in this competition for **DRAINS Feedback Survey Competition (Competition)** is subject to the following terms and conditions (**Terms and Conditions**). All information provided on how to enter the Competition and each prize (**Prize**) available to each winner (**Winner**) forms part of these Terms and Conditions. By submitting an entry into the Competition, you agree to be bound by these Terms and Conditions. Only entries that comply with these Terms and Conditions will be considered valid and eligible to win a Prize.

2. The organiser of this Competition is **Kustom Engineering Pty Ltd T/A Watercom (ABN 24 166 209 454)** of Suite 2, Level 1, 4 George St, Warilla NSW 2528 Australia (**Watercom**). **Competition Permit No ACT TP 23/00162**.

### COMPETITION PERIOD

3. The Competition commences at 9am AEST on 07/02/2023 and ends at 9pm AEST on 23/04/2023 (**Competition Period**).

### WHO CAN ENTER THE COMPETITION

4. You are eligible to enter the Competition if you are:

- (a) A resident of Australia aged 18 years or over only. If a Winner is discovered to be under the age of 18 years, they will automatically be disqualified.
- (b) A current or past customer of Watercom, including but not limited to students, academics, designers, modellers, engineers, team leaders, managers and other roles involving IT/Support, Accounts/Billing and/or Licensing.
- (c) not an employee, officer or contractor (and their immediate families) of Watercom, its suppliers, associated companies and agencies.

### HOW TO ENTER THE COMPETITION

5. To enter this Competition, a person must:

- (a) Complete and submit the DRAINS Feedback Survey (**Survey**) available at <https://watercom.com.au> with all required fields within the Competition Period,
- (b) Agree to enter the Competition within the Survey by selecting the answer “yes” to the question: “Would you like to enter the draw to WIN one of 8 prizes?”

6. A limit of one entry applies per person.

7. Entrants who provide incorrect, misleading or fraudulent information are ineligible for the Competition and all entries of an entrant who is deemed by Watercom to have provided incorrect or misleading information may, at the discretion of Watercom, be deemed invalid.

8. Entry is void if the Survey entry includes mandatory fields that have not been completed in full or the entry has been tampered with or Watercom reasonably forms the opinion that the entry has been entered using automated entry means or by use of a competition entry service.

9. Watercom reserves the right to request verification of the Entrant's identity, age, residential address and status as a past or current Watercom customer and any other information relevant to eligibility, entry into or participation in this Competition. Verification and proof are at the discretion of Watercom, whose decision is final.

#### **DRAW DATE AND TIME**

10. All valid entries will be included in the draw for a Prize (**Prize Draw**).

11. The Prize Draw will take place at 12pm AEST on 26/04/2023 at Suite 2, Level 1, 4 George St, Warilla NSW 2528, Australia through a method of random selection. All Entrants have equal chance of winning.

12. The first valid entry drawn in the Prize Draw will be the Winner of the Major Prize and the second and subsequent valid entries drawn in the Prize Draw will each be a Winner of a Minor Prize.

13. The Prize will be announced and distributed in accordance with clauses 20-22 below. Winning is not contingent on being present at the draw.

#### **PRIZE(S)**

14. Total Prize pool draw value is \$4,675 (GST inclusive) and consists of:

**One (1) Major Prize** consisting of an entrant's selection of ONE of the following only:

- \$500 digital gift card in the form of a Prezzy Smart eGift Card, or
- \$500 donation to any registered Australian charity available on the Australian Charities and Not-for-profits Commission (ACNC) Charity Register, accessible at <https://www.acnc.gov.au/charity/charities>, or
- 12-month DRAINS Online Training Pass (valued at \$1,210 including GST), or
- 50% off a DRAINS 2-day In-Person Workshop (valued at \$990 including GST).

**Seven (7) Minor Prizes** each consisting of an entrant's selection of ONE of the following only:

- \$100 digital gift card in the form of a Prezzy Smart eGift Card, or
- \$100 donation to any registered Australian charity available on the Australian Charities and Not-for-profits Commission (ACNC) Charity Register, accessible at <https://www.acnc.gov.au/charity/charities>, or
- 30-day DRAINS Online Training Pass (valued at \$495 including GST).

15. The Prizes cannot be transferred, exchanged or redeemed for cash.

16. All taxes (excluding GST), which may be payable as a consequence of receiving a Prize, are the sole responsibility of the Winner of the Prize.

17. Watercom is not liable for any loss, damage or injury suffered (even if caused by negligence) as a result of the Winner(s) accepting and/or using a Prize, except for any liability which cannot be excluded by law.

## **PRIZE DELIVERY**

18. Prizes will be delivered, paid or transferred to each Winner within 60 Days.

## **Prize substitution**

19. In the event that any Prize (or any part of any Prize) becomes unavailable for reasons beyond Watercom's control, Watercom may substitute the Prize (or the relevant part of the Prize) with a prize of equal or greater value subject to any contrary direction from a regulatory authority or applicable law. Each Prize must be taken as stated and no compensation will be payable if a Winner is unable to use the Prize as stated.

## **Winner notification and publication**

20. Winners will be notified within 48 hours.

21. Winners will be notified in writing by email, SMS and/or phone to the email address or phone number submitted at the time of entry.

22. Winners' first names and states will be announced on Watercom's website, Watercom's LinkedIn page and via a Watercom marketing email (for example 'John from VIC'). No further identifying information will be shared in the announcement of Winners.

## **UNCLAIMED PRIZES**

23. All Prizes will be distributed after the close of the Competition.

24. Watercom will make reasonable efforts to identify and locate each Prize Winner.

25. If any Prizes (other than perishable Prizes) remain unclaimed within three months after the Prize Draw Date, an unclaimed prize draw will be held at the offices of Watercom, Suite 2, Level 1, 4 George St, Warilla NSW 2528, Australia at 9am AEST on 01/08/2023 (**Unclaimed Prize Draw**).

26. Winners of the Unclaimed Prize Draw will be notified in the same manner as set out in clause 21 above. Winners' names will be published in the same manner as set out in clause 22 above.

## **Entrant's Personal Information**

27. Personal information including an Entrant's name, organisation, phone number, postcode and email will be collected and used by Watercom to conduct this Competition and for Watercom's purposes including for future opportunities.

28. By entering this Competition, each Entrant consents to the use of their personal information by Watercom for the Purposes and acknowledges and agrees that such use may require Watercom to disclose their personal information to third parties, including Watercom's service providers.

29. Entrants may access, change or update their personal information by emailing Watercom at [info@watercom.com.au](mailto:info@watercom.com.au) or by phone at (02) 6649 8005 during office hours. A copy of Watercom's Privacy Policy is available at [watercom.com.au/privacy/](http://watercom.com.au/privacy/). The Privacy Policy contains information about how individuals may access or correct their personal information held by Watercom.

## **INTELLECTUAL PROPERTY AND MORAL RIGHTS**

30. By entering this Competition, each Entrant irrevocably grants to Watercom a licence to use the content of their entry in any way Watercom wishes (including modifying, adapting, copying, publishing, broadcasting or communicating the entry whether in original or modified form in whole or in part) in all media in perpetuity without payment to the Entrant of royalties or compensation.

31. By entering this Competition, each Entrant irrevocably consents to Watercom dealing with their entry content in any way that may otherwise infringe the Entrant's moral rights and agrees not to assert their moral rights (wherever such rights are recognised) in respect of their entry against Watercom or its assigns, licensees or successors.

32. Each Entrant warrants that their entry is not in breach of any third party's intellectual property rights.

## **PUBLICITY**

33. Each Entrant irrevocably consents to Watercom using their name, postcode, state and/or the content of their entry in the event that they are a Winner in any media for an unlimited period of time without remuneration or compensation for the purpose of promoting this Competition (including any outcome) and/or promoting any services or products supplied by Watercom.

## **GENERAL CONDITIONS**

34. Watercom's decision is final and binding and no correspondence will be entered into. Watercom accepts no responsibility for late, lost or misdirected entries or other communications. Entries will be deemed void if illegitimate, forged, manipulated or tampered with in any way.

35. Should an Entrant's contact details change during the Competition Period, it is the Entrant's responsibility to notify Watercom. A request to access or modify any information provided as part of the redemption of a Prize should be directed to Watercom.

36. Watercom reserves the right to disqualify any individual who submits an entry that is not in accordance with these terms and conditions, or who is involved in any way in interfering or tampering with the conduct of this Competition. Failure by Watercom to enforce any of its rights does not constitute a waiver of those rights.

37. Watercom reserves the right to disqualify any individual who is involved in any way in interfering or tampering with the conduct of this Competition, has breached any of these conditions, or engaged in

any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Competition.

38. If a Winner has rights under the Australian Consumer Law or any other similar legislation which cannot be excluded, restricted or modified then these terms and conditions do not exclude, restrict or limit those statutory rights in any way. However, to the extent that it is permitted by law to do so, Watercom (including its officers, employees and agents) excludes all liability whether arising in tort (including, without limitation, negligence), contract or otherwise for any personal injury or any other loss or damage (including, without limitation, loss of opportunity or loss of profits) whether direct, indirect, special or consequential, arising in any way out of the Competition, including, without limitation:

- (a) any technical difficulties or equipment malfunction (whether or not under Watercom's control);
- (b) any theft, unauthorised access or third-party interference;
- (c) any entry that is late, lost, altered, damaged or misdirected (whether or not after its receipt by Watercom) due to any reason beyond the reasonable control of Watercom;
- (d) any variation in market value to that stated in these terms and conditions;
- (e) any tax implications; or
- (f) the Major Prize and Minor Prizes or use of the Major Prize and Minor Prizes.

39. If for any reason beyond the reasonable control of Watercom this Competition is not capable of running as planned, Watercom reserves the right in its sole discretion to take any action that may be available to it, and to cancel, terminate, modify or suspend the Competition, unless to do so would be prohibited by any applicable law.

40. Watercom reserves the right to cancel, terminate, modify or suspend the Competition or amend these terms and conditions, subject to any applicable law.

41. These Terms and Conditions are governed by, and to be construed in accordance with, the laws applying in the State of New South Wales, and each Entrant irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of the State of New South Wales.