

CITY OF SWAN COMPETITION TERMS AND CONDITIONS

Schedule to Terms & Conditions of Competition entry

Competition Name: Entwined TikTok Rosé Luncheon giveaway

Eligibility: Persons aged 18 years and older who are residents of Western Australia and who are not an employee or Councillor of the City of Swan, or an immediate family member of an employee or Councillor of the City of Swan.

Competition Period: September 14 – 20, 2026 inclusive

Giveaway channel: Swan Valley TikTok @theswanvalley

Promoter: City of Swan ABN 21 086 180 442 of 2 Midland Square, Midland Western Australia 6056

Details of Prize: The prize includes 2 x tickets to the Entwined in the Swan Valley event, The Rosé Luncheon at Sandalford Estate.

Total Number of prizes: One

Method of Entry: To enter this competition the entrant must:

1. follow the Swan Valley TikTok account @theswanvalley; and
2. tag a friend in the comments of the giveaway post.

By doing so, this will automatically gain a person one (1) entry into the promotion.

Maximum number of entries per eligible person: One

Prize Draw: One random prize draw for the one prize will occur at 2PM WST on Tuesday, September 22, 2026.

Notification of Winners: The Prize Winner will be contacted via direct message on TikTok, no later than 5pm WST Wednesday, September 23, 2026.

Unclaimed prize draw: A random unclaimed prize draw will occur on Tuesday, September 29, 2026 if the prize is not claimed by 5pm WST Friday, September 25, 2026.

Notification of unclaimed prize winner: Prize Winner will be notified by direct message on TikTok no later than 5pm WST Wednesday, September 30, 2026.

Terms & Conditions of Competition entry

1. Information on how to enter and prize details form part of these terms & conditions(**Terms**). The Terms must be read in conjunction with the Schedule. The Schedule defines the terminology used in these Terms. Where there is any inconsistency between these Terms and the Schedule, the Schedule prevails. Participation in this Competition is deemed acceptance of these Terms.

2. Entry is open only to legal residents of Western Australia who satisfy the Method of Entry.
3. The Competition will be conducted during the Competition Period.
4. The Prize/s are specified in the Details of prizes section of the Schedule.
5. The entrants must follow the Method of Entry during the Competition Period to enter the Competition. Failure to do so will result in an invalid entry. The Promoter will not advise an Entrant if their entry is deemed invalid.
6. The time of entry will be deemed to be the time the entry is received by the Promoter.
7. Entrants may only submit up to the Maximum number of entries (if applicable).
8. The Promoter accepts no responsibility for any late, lost, delayed, incomplete, incorrectly submitted, corrupted, illegible or misdirected entries, claims or correspondence whether due to omission, error, alteration, tampering, deletion, theft, destruction, disruption to any communication network or medium, or otherwise including those entries not received by the Promoter for any reason. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred. No correspondence will be entered into.
9. The Prize(s) will be awarded to the valid entrant(s) drawn randomly in accordance with the Prize draw details. The Promoter may draw additional reserve entries (and record them in order). In the event of an invalid entry or an ineligible entrant, or if the entrant is ineligible to accept the prize, the prize will be awarded to the first reserve entry drawn. If the Prize cannot be awarded to the entrant drawn, the Promoter will then continue this process until the prize is awarded.
10. The Prize Winner does not need to be present at the draw unless expressly stated to the contrary.
11. The Prize Winner(s) will be notified in accordance with the Notification of Winners and Notification of unclaimed prize winners (if applicable) sections of the Schedule. Notification of Winners will be deemed to have occurred on the later of the time the Prize Winner receives actual notification from the Promoter or two business days thereafter. The notification will include details about how the Prize(s) can be claimed.
12. The Promoter takes no responsibility where it is unable to contact Prize Winners who have not provided correct or complete contact details. If an entrant's contact details change during the Competition Period, it is the entrant's

responsibility to notify the Promoter. A request to modify any entry information should be directed to Promoter.

13. It is a condition of accepting any prize that the Prize Winner must comply with all the conditions of use of the Prize and the Prize supplier's requirements. Each Prize must be taken as stated and no compensation will be payable if a Prize Winner is unable to use the Prize as stated.
14. If the Prize(s) has not been claimed by the Unclaimed prize draw time and date, the Promoter may conduct an Unclaimed prize draw in accordance with the Unclaimed prize draw section of the Schedule (if applicable). In the event the Unclaimed prize draw takes place, the Promoter will attempt to contact the winner(s) of the Unclaimed prize draw in accordance with the Notification of unclaimed prize draw section of the Schedule.
15. Any prize from the Unclaimed prize draw not collected within the time stipulated by the Promoter, will be forfeited.
16. To the greatest extent permitted by law, the Promoter excludes all warranties, representations or guarantees (Warranties) regarding the Competition and any prizes, including any Warranties which may have been made in the course of advertising or promoting the Competition. The conduct of the Competition or the supply of prizes may involve third parties, and the Promoter makes no Warranties and disclaims all liability in connection with any such third parties, their acts or omissions. By entering the Competition, an entrant releases and indemnifies the Promoter and its councillors, officers and employees) from and against all actions, penalties, liabilities, claims or demands the entrant may have against the Promoter or that the Promoter may incur for any loss or damage which is or may be suffered or sustained as a direct or indirect result of an entrant entering or participating in the Competition or winning or failing to win a prize, or using or permitting any other person to use the prize, except for any liability which cannot be excluded by law or which would cause any part of this clause to be void or unenforceable.
17. If despite the foregoing clause, the Promoter incurs a liability to an entrant under any law which implies a Warranty into these Terms of entry which cannot legally be excluded, the Promoter's liability in respect of the Competition is limited, in the Promoter's discretion, to either resupplying such goods or services as form part of the Competition, or paying the cost of resupplying those goods or services.
18. Without limiting any of the foregoing, in no circumstances will an entrant or the Promoter have any liability to the other for any loss or damage suffered which is

indirect or consequential in nature, including without limitation any loss of profit, loss of reputation, loss of goodwill, or loss of business opportunity.

19. The Promoter may in its absolute discretion not accept a particular entry, may disqualify an entry, or cancel the entire Competition at any time without giving reasons and without liability to any entrants, subject to any written directions from a regulatory authority. Without limiting this the Promoter reserves the right to verify the validity of entries, prize claims and entrants and to disqualify any entrant who submits an entry or prize claim that is misleading or not in accordance with these Terms of entry or who manipulates or tampers with the entry process. In the event that a winner breaches these Terms of entry, the winner will forfeit the prize in whole and no substitute will be offered. Verification is at the discretion of the Promoter, whose decision is final. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
20. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash. Where a prize is unavailable for any reason, the Promoter may substitute the prize for another item of equal or higher value. The Promoter accepts no responsibility for any variation in prize (including between advertising of the Competition and receipt of the prize).
21. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability (or that of a third party involved with the Competition) to proceed with the Competition on the dates and in the manner described in these Terms of entry, including but not limited to vandalism, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter's obligations in respect of the Competition will be suspended for the duration of the event and, in addition, the Promoter may in its absolute discretion cancel the promotion and recommence it from the start on the same conditions, subject to approval of the relevant authorities.
22. The competition is not associated or affiliated with TikTok, Instagram, Facebook or Meta.
23. All entries become the property of the Promoter. As a condition of entering into this Competition, entrants agree to assign all their rights in and to their entry and any related content to the Promoter, including any copyright or other intellectual property rights in the entry and related content. Without limiting this, the Promoter may use entry content for any and all purposes including commercial purposes. You warrant that entry content is original, lawful and not misleading and that the Promoter's use of such content will not infringe the rights of any third parties. The Promoter has no obligation to credit you as the author of any

content submitted and may otherwise do any acts or omissions which would otherwise constitute an infringement of any moral rights you may have as an author of content.

24. Use of an entrants' personal information is governed by the City of Swan's Privacy statement available at www.swan.wa.gov.au.

25. These Terms of entry will be governed by the laws of the State of Western Australia. Entrants accept the non-exclusive jurisdiction of courts and tribunals of the State of Western Australia in connection with disputes concerning the Competition.

26. By entering this Competition, entrants accept the above-stated Terms and are agreeing to sign-up to the monthly What's on in the Swan Valley e-newsletter.

TikTok, Facebook, YouTube, Instagram, or Snapchat may be used to advertise or promote the Competition. By entering the Competition, entrants agree that the Competition is in no way sponsored, endorsed or administered by, or associated with TikTok, Facebook, YouTube, Instagram, or Snapchat; and to release TikTok, Facebook, YouTube, Instagram, or Snapchat from all liability in relation to this Competition. Any questions, comments or complaints regarding the Competition should be directed to the Promoter and not TikTok, Facebook, YouTube, Instagram, or Snapchat.

If for any reason any aspect of this Competition is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Competition and invalidate any affected entries, or suspend or modify a prize.