

2027 Buy West Eat Best WAGFG People's Choice Award Competition

1. Terms and Conditions

1. Information on how to enter forms part of the terms and conditions of entry ("Terms and Conditions"). Entry into the 'WA Good Food Guide (WAGFG) People's Choice Award' competition ("Promotion") is deemed acceptance of these Terms and Conditions. Headings in this document are included for ease of reference and do not affect interpretation.
2. The promoter of the Promotion is the Department of Primary Industries and Regional Development, Western Australia (ABN 18 951 343 745), located at Level 6, 1 Nash Street, Perth WA 6000.
3. The Promotion is in no way sponsored, endorsed, administered by, or associated with Facebook, Instagram, Mailchimp, or The West Australian.

2. Promotion Period

1. All references to time in these Terms and Conditions are to local time in Perth, Western Australia (AWST).
2. The Promotion commences at 12:00 a.m. AWST on Thursday, 24 September 2026, and closes at 11:59 p.m. AWST on Friday, 31 October 2026 ("Promotion Period").
3. The major prize winner will be chosen and notified via email by 5:00 p.m. AWST on Friday, 6 November 2026.

3. Eligibility to enter the Promotion

1. Subject to clauses 7 and 8, entry is open only to residents of Western Australia with a current Western Australian postal address ("Eligible Entrants").
2. Entrants must be adults aged 18 years or over.
3. Businesses are ineligible to enter the Promotion.
4. Directors, management, employees, agents, and immediate family members of the Promoter or Promotion Partners, and any of their related bodies corporate, are ineligible to enter the Promotion.

4. Entry into the Promotion

1. To enter the Promotion, Eligible Entrants must, during the Promotion Period, fill in all fields of the submission form located at <https://www.buywesteatbest.org.au/competitions/>
2. Eligible Entrants may submit multiple entries.
3. The time of entry is deemed to be the time the entry is received by the Promoter.

5. Invalid entries into the Promotion

1. The Promoter is not responsible for any incomplete, incorrectly submitted, lost, late or misdirected entries.
2. The Promoter reserves the right, at any time, to verify the validity of entries and whether any entrant is an Eligible Entrant (including any entrant's identity and place of residence) and to disqualify any entrant who tampers with the entry process.

6. Drawing of winners

1. Entries will be judged by the Promoter on the basis of originality and creativity throughout the competition period.
2. Chance plays no part in the selection of the winner.
3. The decision of the Promoter is final, and no correspondence will be entered into.
4. The Promoter will notify the winner via the email address supplied in the winner's submission form at the time stated in clause 5 for the selection of the winner.
5. The Prize will need to be collected by the winner from Level 6, 1 Nash Street Perth WA 6000 during office hours. The Promoter takes no responsibility for any delay in delivery or misplacement of the Prize by Australia Post or any other delivery service in the handling of the Prize.

7. Prizes

1. The Promotion prizes consist of:
 - a. Two (2) tickets to the 2027 WA Good Food Guide Awards Night, valued at \$480.00 (i.e. \$240.00 per ticket); and
 - b. A Premium Buy West Eat Best Hamper, valued at \$340.00.
2. The Prize is not replaceable if lost, stolen, or destroyed.
3. The Prize can only be redeemed by attending the 2027 WA Good Food Guide Awards Night and is valid only on the date of the event in 2027.
4. The Prize must be taken as stated, is not transferable to another person (unless agreed by the Promoter in its absolute discretion), cannot be exchanged for other goods or services, and cannot be taken as cash. Acceptance of the Prize is conditional upon the winner agreeing to the terms of use associated with the Prize.
5. If the Prize (or any part of the Prize) is unavailable, the Promoter reserves the right, in its absolute discretion and subject to any written directions from a regulatory authority, to substitute the Prize (or part thereof) with a prize of equal value or specification.

8. Prize winners

As a condition of accepting a prize, the prize winner consents to the Promoter using their name, likeness, image and voice (including photographs, film and recording of the same) in any media for an unlimited period without remuneration and without notice for the purpose of promoting this Promotion (including any outcome), promoting the Promoter or Promotion Partners and promoting any products manufactured, distributed or supplied by the Promoter or the Promotion Partners (Purpose).

9. Replacement winner

If any Promotion winner cannot be contacted within two weeks of the end of the Promotion Period, has not complied with these Terms and Conditions, or forfeits their prize, the Promoter will select a replacement winner.

10. Minors

This Promotion is not open to entrants under the age of 18. Any entrant under the age of 18 who is selected as a winner will forfeit the prize on presentation or discovery of evidence that they are younger than 18.

11. Additional documentation

1. As a condition of accepting any prize, the Promotion winner must sign any legal documentation as and in the form required by the Promoter in its absolute discretion, including but not limited to a legal release and indemnity form.
2. As a condition of accepting any prize, the Promotion winner must provide proof of their identity to the Promoter in the form required by the Promoter.

12. Reservation of rights

If any act, omission, event or circumstance occurs which is beyond the reasonable control of the Promoter and which prevents the Promoter from complying with these Terms and Conditions, the Promoter will not be liable for any failure to perform or delay in performing its obligations. The Promoter reserves the right (subject to any applicable law) to cancel, terminate, modify or suspend this Promotion at any time.

13. No waiver

Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

14. Limitation of liability

The Promoter and others associated with this Promotion and their respective related bodies corporate, officers, employees, contractors, and agents will not be held liable for any loss, damage, injury or death whatsoever which is suffered or sustained (including but not limited to direct, indirect and consequential loss and including but not limited to any loss, damage, injury or death arising from any person's negligence) in connection with this Promotion, the promotion of this Promotion, the installation or any use of any prize, except for any liability which cannot be excluded by law (in which case the liability is limited to the minimum allowable by law).

15. Use of Personal information

1. All entries become the property of the Promoter.
2. This clause sets out the basis on which the Promoter may use an Eligible Entrant's personal information, such as their name, age and town of residence (Personal Information):
 - a. Eligible Entrants warrant that any Personal Information that they provide to the Promoter is accurate;
 - b. Eligible Entrants irrevocably consent to the Promoter using any Personal Information which they submit in connection with this Promotion on an on-going basis for any purposes connected with the Promoter's business, including the conduct of the Promotion and publication of the prize winner;
 - c. the Promoter's use of an Eligible Entrant's Personal Information in accordance may involve:
 - d. publication in any media (including the Promoter's websites, Facebook, Instagram and Twitter page, in print and on television); and
 - e. disclosure to third parties (including State and Territory lottery departments and the Promoter's contractors) in connection with the Promoter's business;
3. Eligible Entrants will not be entitled to receive any remuneration or notice in relation to the Promoter's use of their Personal Information in accordance with this clause; and the Promoter complies with the Australian Privacy Principles in the Privacy Act 1988 (Cth) (Privacy Act). The Promoter also has a Privacy Policy, which is available at <https://www.dpird.wa.gov.au/privacy/>. The Promoter will use any Eligible Entrant's Personal Information in accordance with the Privacy Act and the Promoter's Privacy Policy. The Promoter also collects, uses and discloses personal information in accordance with the Buy West Eat Best Collection Notice, available at <https://www.buywesteatbest.org.au/privacy-policy/#collection>, which includes information about the types of personal information collected, the purposes of collection, who information may be disclosed to, the consequences of not providing information, and how to request access to or correction of personal information.

16. Tax implications

The Promoter accepts no responsibility for any tax implications that may arise from accepting the prize. Eligible Entrants should seek independent financial advice.

17. Force majeure

If any act, omission, event, or circumstance occurs that is beyond the reasonable control of the Promoter, and prevents the Promoter from complying with these Terms and Conditions, the Promoter will not be liable for any failure or delay in performing its obligations.

18. Governing law

These Terms and Conditions are governed by the laws of Western Australia.