

## **TERMS AND CONDITIONS OF ENTRY INTO "HCF GIANTS Netball Competition"**

1. Information on how to enter and prize details form part of these conditions. Entry into this Promotion is deemed acceptance of these terms and conditions of entry.
2. The Promoter is The Hospitals Contribution Fund of Australia Limited (ABN 68 000 026 746) of Level 5, 403 George Street Sydney NSW 2000 ("**Promoter**").
3. "HCF GIANTS Competition" ("**Promotion**") consists of one (1) promotion period with **ONE (1)** prize available to be won across the Promotion, the details of which are set out in clause 11. The promotion period commences 2 August 2018 and closes 23 August 2018 ("**Promotional Period**").
4. Entry is open to HCF members who reside in the Sydney metropolitan region who have received the promotional email about the competition ("**Eligible Entrants**"). Where applicable all Eligible entrants will be required to provide proof of eligibility to redeem their prize.
5. Employees (and their immediate family members) of HCF and agencies associated with this promotion are ineligible. An 'immediate family member' includes any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.
6. To enter this Promotion, an Eligible Entrant must follow the prompts in the promotional email that they receive and complete the online entry form including explaining in 25 words or less "*why they are the most passionate netballer*" within the Promotional Period.
7. Only one (1) entry per person is permitted. Any subsequent entry received during the Promotional Period after the first valid entry is received will be deemed invalid. Entries will be deemed accepted at the time of receipt by the Promoter however not at the time of transmission. Entries received will be considered final by the Promoter. Incomplete, inaccurate, erroneous, ineligible or incomprehensible entries will be deemed invalid.
8. The Promoter takes no responsibility for any variation in the prize/s value. The prize is not transferable, exchangeable or redeemable for cash. A prize must be taken as offered and cannot be varied. The prize value is the recommended retail price including GST.
9. The judging will be conducted on 24 August 2018 at the Promoter's premises, being Level 5, 403 George Street Sydney NSW 2000 by the HCF Sponsorship team. The winner will be determined by way of selection by the Promoter from the entries it deems to be the "most creative and passionate" from all eligible entries. The Promoter will take all reasonable steps to contact the winner as set out below in Clause 15.
10. This is a game skill and chance plays no part in determining the winner. The judges' decision (including any decisions as to prize distribution) is final and the Promoter will not enter into correspondence regarding the result.
11. The winner with the best valid entry will win:
  - a. a meet and greet with 3 GIANTS players (on a date to be specified) at Sydney Olympic Park with 9 friends who are 18 years or over and 1 parent or legal guardian if the winner is under the age of 18; and
  - b. a behind the scenes tour of the GIANTS training facilities at Sydney Olympic Park including the gym, the courts and the change rooms with a selection of netball drills.
12. If for any reason a winner does not take a prize (or an element of a prize) by the time stipulated by the Promoter or the winner is under 18 years and will not be accompanied by a parent or legal guardian to redeem the prize, then the prize (or that element of the prize) will be forfeited.
13. If a prize (or part of a prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification.
14. Total prize pool value is \$2,500.
15. The winner will be notified in writing (via email) using the details provided at the time of entry. Should attempts to contact the winner be unsuccessful after three (3) attempts or the prize is forfeited under clause 12, the prize will be awarded to the entrant with the second best entry.
16. If applicable, acceptance of a prize is subject to any prevailing terms and conditions of the event organisers (including but not limited to ground security and ticketing) as well as any other tour providers or prize suppliers, and in particular, health, behaviour, age and safety requirements. The winners and their companion/s (if any) must

follow all reasonable directions given by the Promoter and any prize organiser during the course of their participation in the prize, including all directions relation to age, health, behaviour or safety. The Promoter reserves the right in its sole discretion to disqualify, sanction and/or removes the winner and/or their companion (if any) from participating in the prize on the grounds of inappropriate behaviour, for age, health or safety reasons, or for any breach of these terms and conditions of entry generally. If a winner and/or their companion (if any) are unable to use any element of a prize as stated for whatever reason, as stated in this condition and in the reasonable opinion of the Promoter, their entry and the balance of the prize will be forfeited with no compensation payable.

17. The Promoter accepts no responsibility for any entries not received for any reason during the Promotion Period. Entries will be deemed to be accepted at the time of receipt by the Promoter and not at the time of transmission. No responsibility will be taken for lost, 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. All additional costs not expressly stated, but which may be incurred in acceptance and use of a prize, are the responsibility of the winners and companion/s (if any).
18. Incomplete, illegible and incorrect entries or entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win.
19. If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of HCF, including but not limited to technical difficulties, unauthorised intervention or fraud, HCF reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any individual; or (b) to modify, suspend, terminate or cancel the Promotion, as appropriate.
20. Nothing in these terms and conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth), as well as any other implied warranties under the Australian Securities and Investment Commissions Act 2001 (Cth) or similar consumer protection laws in the State and Territories of Australia (**Non-Excludable Guarantees**). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, HCF (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury, or any loss or damage (including loss of opportunity), whether direct, indirect, special or consequential, arising in any way out of this Promotion.
21. Any entrant who, in the opinion of the Promoter, tampers or interferes with the entry mechanism in any way, or who does not properly comply with the entry process, will be ineligible to win.
22. The Promoter reserves the right to disqualify entries in the event of non-compliance with these terms and conditions of entry. In the event there is a dispute concerning the conduct of the Promotion, the decision of the Promoter is final and binding on each entrant and no correspondence will be entered into.
23. By entering the Promotion, the entrant understands and agrees that the Promoter may use and disclose the information provided by the entrant on the terms and for the purposes (including marketing) set out in the Promoter's Privacy Statement available at <https://www.hcf.com.au/about-us/about-HCF/governance-and-structure/policies/privacy-policy> or by calling 1300 363 992, as if they were a customer of the Promoter. The entrant agrees that the Promoter can continue to contact them even after this Promotion ends. If the entrant would like to access or correct the personal information that the Promoter holds about the entrant, or if the entrant does not wish the information to be disclosed, the entrant should advise the Promoter by phoning 1300 363 992.
24. HCF collects personal information (**PI**) in order to conduct this offer and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers and prize suppliers. Submitting a claim is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <http://www.hcf.com.au/privacy-policy/>. The Privacy Policy also contains information about how you may opt out, access, update or correct your PI, how you may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. The Promoter will not disclose your personal information to any entity outside of Australia, however persons outside of Australia may view some of your personal information on the Promoter's social media sites as set out in Clause 25 below.
25. By entering into the Promotion, the entrant agrees and acknowledges that:
  - a. they may be contacted by the Promoter to provide comments about the competition and the Promoter (or an agent of the Promoter) may take photos and video of them and collect comments from them on the day the prizes are awarded or while participating in a prize. References to comments about the competition, photos, videos and entry details are collectively, the "**Materials**";
  - b. the Promoter may duplicate, alter, adapt and utilise the Materials as the Promoter wishes at anytime, anywhere, and by any means. The Promoter may license, authorise or otherwise transfer the rights in the Materials to others to do the same;

- c. Without limiting 25.(b), the Promoter may use the Materials for the purposes of marketing the Promotion and the Promoter, including on the Promoter's social media sites.
  - 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;
  - e. they unconditionally and irrevocably 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**");
  - f. they waive all Moral Rights in the Materials that arise outside Australia; and
  - g. they agree not to institute, maintain or support any claim or proceeding for infringement of their Moral Rights in the Materials.
26. To the extent permitted by law, the Promoter shall not be liable for any loss or damage whatsoever (including but not limited to direct or consequential loss) or personal injury suffered or sustained in connection with this Promotion.
27. The Promoter accepts no responsibility for any tax liabilities that may arise from winning the prize/s.