

ENTRY INTO 2018 HCF SYDNEY SWANS HEALTH HUB PROMOTION

TERMS AND CONDITIONS

Effective 06 April 2018

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.

"2018 HCF Sydney Swans Health Hub Promotion" ("**Promotion**") consists of five (5) promotional days with **one (1)** prize available to be won across the Promotion, the details of which are set out in the table below. The overall promotion period commences Sunday, April 7, 2018 and closes Friday June 15, 2018 ("**Promotional Period**"), with the following specific promotion days and draw dates:

Promotion Day 5:	Friday, June 15	SCG, Moore Park	
Promotional Period Details			
Promotion Opens:	Saturday, April 7	7:00 am	
Promotion Closes:	Friday, June 15	11:59 pm	
Winners selected on:	Thursday 12/07/2018	10:00 am	
Winner contacted:	Thursday 12/07/2018	4:00 pm	

Promotional Periods, Draw and contact times	Date	Location	Prize Details
Promotion Days			Prize: To watch a Swans training session with 4 friends including meet and greet with selected players after the session. If the winner or any of their chosen friends are under the age of 18, they must be accompanied by a parent or guardian. Valued at \$1,500 (Prize).
Promotion Day 1:	Saturday, April 7	SCG, Moore Park	
Promotion Day 2:	Friday, April 20	SCG, Moore Park	
Promotion Day 3:	Saturday, May 5	SCG, Moore Park	
Promotion Day 4:	Friday, June 1	SCG, Moore Park	

4.

Entry is open to residents of New South Wales only ("Eligible Entrants"). Children under the age of 18 must provide a parent or guardian's details and have their permission to enter the Promotion (subject to HCF's discretion). Entrants must supply their age, first name, surname, confirmation whether they are a HCF member, valid telephone number and valid email address. 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, on one of the Promotion Days listed above, attend the HCF Health Hub activation in person at the location specified above, and enter their age, first name, surname, confirmation whether they are a HCF member, current and valid e-mail and phone number in the manner required on the entry form. They must also complete the required entry activity which will consist of a game of chance that may change at the Promoter's discretion.

7.

Multiple entries per person permitted during Promotional Period. Only completed games with valid participant details will be deemed valid. Non-completion of game, or entries with invalid or inaccurate entrant details 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 total prize pool value is \$1,500. The Promoter takes no responsibility for any variation in the prize/s value. The prize/s 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. Transport, and other costs incurred by the winner, is not included in the prize.

9.

The prize draw will be conducted on the dates specified in the table above at the Promoter's premises, being Level 6, 403 George Street Sydney NSW 2000 and will be drawn manually. The first valid entry will win the Prize. The Promoter will take all reasonable steps to contact the Winners as set out below in clause 11.

10.

The Promoter's decision (including any decisions as to prize distribution) is final and the Promoter will not enter into correspondence regarding the result.

11.

The Winners will be notified by phone and in writing (email) from 4:00pm on 12 July 2018 using the details provided at the time of entry and will be published on [www.hcf.com.au/healthhub]. Should the winner not respond within 3 months, the prize will be awarded to another entrant through a second chance draw. To claim the prize the winner must respond in writing (email).

12.

If necessary, a second chance draw will be held on 12 October 2018 at the same time and place as the first draw. The first valid entry drawn manually will win any unclaimed prize. The second chance draw winner will be notified by phone and in writing (email) by 4:00pm on 12 October

2018 using the details provided at the time of entry and will be published on www.hcf.com.au/healthhub

13.

If applicable, prize must be taken on the dates nominated by the Promoter to coincide with the particular event or activity included in the prize otherwise the entire prize is forfeited. No extension or variation of the dates nominated by the Promoter will be permitted. All components of a prize must be taken together and when offered or are forfeited. A prize supplier and any prize organiser reserve the right, in their absolute discretion, to amend the dates or schedule of a prize without notice. The Promoter accepts no responsibility for the cancellation, rescheduling or delay of a prize for any reason beyond the control of the Promoter. All additional costs not expressly stated, but which may be incurred in acceptance and use of a prize, are the responsibility of the Winner and companion/s (if any).

14.

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 Winner 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 Conditions of Entry generally. If the Winner and/or their companions (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.

15.

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.

16.

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.

17.

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.

18.

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.

19.

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.

20.

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.

21.

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.

22.

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 23 below.

23.

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 prize is 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 any time, 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 23.(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.

24.

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.

25.

The Promoter accepts no responsibility for any tax liabilities that may arise from winning the Prize. NSW Permit No. LTPS/18/23381