


JANUARY HEALTH AGENDA MAGAZINE COMPETITION TERMS AND CONDITIONS

1. Information on how to enter and the prize/s form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. The Promoter is HCF – The Hospitals Contribution Fund of Australia Ltd of HCF House, 403 George Street, Sydney, NSW 2000 (ABN 68 000 026 746). The promotion will be judged and the prizes allocated by Hardie Grant Media Pty Ltd (ACN 080 486 755) (**HGM**).
3. Entry is only open to Australian residents aged 18 years or over who; (a) are current HCF members; (b) have a valid HCF membership number; and (c) receive the promotional eDM, from the Promoter, inviting them to enter this promotion (**Eligible Entrants**).
4. Employees (and their immediate families) of the Promoter and agencies associated with this promotion, such as HGM, are ineligible to enter. Immediate family means 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 1st cousin.
5. The promotion commences on **12/01/18** and final entries close at 17.00 AEST on **12/03/18 (Promotional Period)**.
6. Eligible Entrants must undertake the following steps during the Promotional Period:
 - Receive the magazine
 - Send an email to hcfmagcomps@hcf.com.au with the Code Word corresponding to the prize that they would like to win in the subject heading along with their name, address, contact number, HCF membership number and an answer to the 25 words or less promotional question (corresponding to that Code Word indicated in the magazine) in the body of the email.
7. The Promoter reserves the right, at any time, to verify the validity of entries and Eligible Entrants (including an Eligible Entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter or HGM has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
8. Incomplete or indecipherable entries will be deemed invalid. Eligible Entrants must enter in their own name.
9. Multiple entries permitted, subject to the following: (a) each entry must be substantially unique; and (c) each entry must be submitted separately and in accordance with entry requirements. Only one (1) prize is permitted per person.
10. If there is a dispute as to the identity of an Eligible Entrant, the Promoter reserves the right, in its sole discretion, to determine, or have HGM determine, the identity of the Eligible Entrant.
11. The judging will be undertaken at the premises of HGM on behalf of the Promoter at the following address: 45 Jones Street, Ultimo NSW 2007 commencing on **13/03/18**. HGM may select additional reserve entries which they determine to be the next best, and record them in order, in case of an invalid entry or ineligible entrant. The winner/s will be notified by email. This is a game of skill and chance plays no part in determining the winner/s. Each entry will be individually judged based on literary and creative merit of the answer provided to the promotional question.
12. HGM's decision is final and no correspondence will be entered into.

The best **1** valid entries for Code Word **PRINTER**, as determined by HGM, will win a **Brother laser printer and labeller** valued at **\$1,248**. The best **2** valid entries for Code Word **PAINPOD** as determined by HGM, will win **PAINPOD products** valued at a total of **\$1079**. First prize includes a PainPod 3 and PainPod Mi, as well as Bio Gloves, Bio Shoes and Bio Belt (valued at \$835). The runner up will receive a PainPod Mi (valued at \$189).

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13. If for any reason a winner does not take a prize (or an element of a prize) by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
 14. 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.
 15. Total prize pool value is **\$2272.00**
 16. The prize/s will be sent within 8 weeks of selecting the winner/s.
 17. The prize/s, or any unused portion of a prize, is not transferable or exchangeable and cannot be taken as cash.
 18. Each Eligible Entrant warrants that their entry is an original literary work of the Eligible Entrant that does not infringe the rights of any third party. As a condition of entering this promotion, each Eligible Entrant licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.
 19. Eligible Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
 20. 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 the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any Eligible Entrant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
 21. 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, as well as any other implied warranties under the ASIC Act or similar consumer protection laws** in the States and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (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 the promotion.
 22. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and 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: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or Eligible Entrant; or (f) use of a prize.
 23. The Promoter collects personal information (**PI**) in order to conduct the promotion and may, for this purpose, disclose such PI to HGM and other third parties, including but not limited to agents, contractors, service providers and prize suppliers. Each entry 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 hcf.com.au/privacy. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the Eligible Entrant. The Privacy Policy also contains information about how Eligible Entrants may opt out, access, update or correct their PI, how Eligible Entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter will not disclose PI to any entity outside of Australia.
 24. HGM will also collect and use PI for the purposes of conducting this promotion. HGM will use and handle PI as set out in its Privacy Policy, which can be viewed at hardiegrant.com/us/terms-and-conditions. The Privacy Policy also contains



information about how Eligible Entrants may opt out, access, update or correct their PI, how Eligible Entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter may disclose PI to any entity outside of Australia, see Privacy Policy for more details.