## <u>Australia's Biggest Morning Tea – \$48 in 48 Hours Competition</u> <u>Terms and Conditions</u>

- 1. Instructions on how to enter the Cancer Council, Australia's Biggest Morning Tea \$48 in 48 Hours Competition form part of these conditions. Entry into the Competition constitutes acceptance of these conditions.
- 2. The promoter of this Competition is Cancer Council Queensland (the **Promoter**). [Cancer Council Queensland is a registered charity under the *Collections Act 1966* (Qld) and with the Australian Charities and Not-for-profits Commission.]
- 3. The Competition commences at 10:00am AEST on Tuesday, 8<sup>th</sup> June 2021 and closes at 10am AEST on Thursday, 10<sup>th</sup> June 2021 (the **Promotion Period**).
- 4. To be eligible to enter the Competition, an individual (**Entrant**) must raise OR donate \$48 online towards Australia's Biggest Morning Tea within the Promotion Period. The \$48 does not have to be made in one transaction.
- 5. The Competition is open to Australian residents only. Entrants under the age of 18 need their parent or guardian's permission to enter. Employees and directors (and their relatives) of Cancer Council Australia and of its members are ineligible to enter.
- 6. This is a game of chance with no fee payable for entry. The winning entry will be determined by a random draw from the pool of Entrants who have met the eligibility criteria set out above.
- 7. The draw will be conducted at the Cancer Council QLD office, 553 Gregory Terrace, Fortitude Valley QLD 4006 at 10:00am AEST on Friday, 11<sup>th</sup> June 2021. The result of the draw is final, and no correspondence will be entered into regarding the draw result.
- 8. The prize is 1 of 160 double movie passes to the new film Dream Horse. There will be 20 double passes available per state, however, if there are not 20 eligible entrants in a State/Territory, then that State/Territory's remaining passes will be split across all other states. The prize is non-transferable.
- 9. The winners will be notified via e-mail or phone from 12pm AEST Friday 11th June 2021 and the winners must provide their postal address for the prize to be sent to. The name of the winners will not be published.
- 10. The prizes will be distributed within seven (7) days of the draw. In the event that a winner does not provide an address within 7 days of the draw, the prize will be forfeited by the winner. An unclaimed prize draw will be held at 10:00am AEST on Monday 21<sup>st</sup> June 2021. Any redraw winners will be notified by email or phone.
- 11. Should an Entrant's contact details change during the Promotion period, it is the Entrant's responsibility to notify Cancer Council Queensland. A request to access or modify any information provided in an entry should be directed to Cancer Council Queensland.
- 12. To the fullest extent permitted by law, Entrants waive any and all rights that they or any other person claiming through them may have, against Cancer Council Queensland, its directors, employees and agents, and they release Cancer Council Queensland, its directors, employees and agents from any and all claims, actions, proceedings and demands arising in relation to any injury (including death), property damage, consequential loss and any other loss, that is suffered by them or any person claiming through them as a direct or indirect result of their participation in the competition, regardless of whether such loss arises under statute or in tort including the negligence of Cancer Council Queensland or otherwise.

- 13. To the fullest extent permitted by law, Entrants will indemnify and keep indemnified Cancer Council Queensland, its directors, employees and agents against any claim or proceedings that is made, threatened or commenced, including for consequential loss and loss of profits and including legal costs on a full indemnity basis, that Cancer Council Queensland, its employees or agents incur or suffer as a direct or indirect result of the Entrant's participation in the competition.
- 14. To the fullest extent permitted by law, Cancer Council Queensland exclude all warranties or guarantees regarding the event including any warranty or guarantee that any services will be rendered with due care and skill or that any goods supplied in connection with those services will be reasonably fit for the purpose for which they are supplied. To the extent that liability for any warranty or guarantee cannot by law be excluded, then, to the fullest extent permitted by law, Cancer Council Queensland's liability:
  - (a) for death, physical or mental injury or disease (including any aggravation or acceleration of such injury or disease) is entirely excluded; and
  - (b) otherwise is limited, at Cancer Council Queensland's option, to supplying the goods or services again or paying the cost of having the goods or services supplied again.
- 15. The Promoter reserves the right, at any time, to verify the validity of entries and Entrants (including an Entrant's identity, age, and place of residence) and to disqualify any Entrant who submits an entry that is not in accordance with these conditions or who tampers with the entry process. Errors and omissions will 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.
- 16. Any entries that contain content that the Promoter, in its sole discretion, considers to be offensive, inappropriate or objectionable in any way or to infringe any intellectual property rights or other rights of any person, corporation or entity, will not be accepted as eligible entries into the promotion. This includes, but is not limited to, any entry which the Promoter considers to be disparaging to its products and/or services or is otherwise not in keeping with the spirit of the promotion.
- 17. By winning this prize each winner agrees to participate in and co-operate as required with all reasonable Cancer Council Queensland and media editorial requests relating to the prize, including but not limited to, being interviewed and photographed and/or filmed. Each winner agrees to Cancer Council Queensland from time to time using their name, image and/or performance in this competition for any purpose (including publicity, merchandising, editorial, education and fundraising) in any country and by any form of media without qualification (e.g. newspapers, magazines, other print publications, radio and television broadcasts, websites, podcasts, and vodcasts) in perpetuity.
- 18. Please see the Promoter's Privacy Statement at https://www.biggestmorningtea.com.au/privacy