

TERMS AND CONDITIONS OF ENTRY INTO "HCF 2020 Finals Series Merchandise 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**" or "**HCF**").
3. The "HCF 2020 Finals Series Merchandise Competition" commences at 8:00am AEDT on Monday 12 October 2020 and ends at 6:00pm AEDT on Saturday 31 October 2020 ("**Promotion Period**").
4. Entry is only open to residents of Australia who are aged 18 years and over, have a valid telephone number and valid email address. Where applicable all 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 competition 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 and be eligible to win, an entrant must, during the Promotion Period go to the competition website at [hcf.com.au/netball] and complete the 'HCF 2020 Finals Series Merchandise Competition' entry form (**Entry Form**) providing their first name, surname, email address, mobile phone number, postcode, the Suncorp Super Netball team they support, answer if they are a HCF member and accept these terms and conditions.
7. The total prize pool is valued at AUD \$485.50 as at the publishing date of these terms and conditions. The prize consists of:
 - a. 1 x signed Suncorp Super Netball All Stars Dress (valued at AUD\$300);
 - b. 1 x signed Suncorp Super Netball Grand Final Match Ball (valued at AUD \$100);
 - c. 1 x HCF Super Fan Uncommon Care Pack (valued at AUD \$85.50) which includes:
 - i. 1 x T2 Infuser (AUD \$35);
 - ii. 1 x Thank You Cookie (AUD \$3.60);
 - iii. 1 x Super Fan Ribbon (AUD \$1.63);
 - iv. 1 x Greeting Card (AUD \$1);
 - v. 1 x Cotton Tote Bag (AUD \$15.73)
 - vi. 1 x Branded Tea Sachet (AUD \$8.54); and
 - vii. 1 x MiGoals Gratitude Journal (AUD \$20).
8. After entering the competition in accordance with clause 6 above, the entrant may choose to complete an additional survey regarding [netball involvement and demographics] [available on the competition website] to receive 10 bonus entries to the competition. Accordingly, 11 entries per entrant are permitted during the Promotion Period, comprising one entry as a result of completing the Entry Form and 10 entries as a result of completing the additional survey. Any subsequent entry after these 11 entries are 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. There is no cost to enter.

9. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity) and to disqualify any entrant who submits an entry that is not in accordance with these terms and conditions or who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
10. The prize, or any unused portion of the prize, cannot be exchanged or redeemed for cash, returned for a refund, or transferred to any other person.
11. The winner will be determined at 12:00pm AEDT on Monday 2 November 2020 at the Promoter's premises, being Level 5, 403 George Street, Sydney NSW 2000, and published at hcf.com.au/netball by 3 November 2020. The first valid entry, which will be drawn manually at random, will be deemed the winner and have the opportunity to accept the prize. The Promoter will take all reasonable steps to contact the winner as set out below in clause 16.
12. This is a game of chance and skill plays no part in determining the winner.
13. The judges' decision is final and the Promoter will not enter into correspondence regarding the result.
14. The winner will be notified by phone and in writing (email) using the details provided on the Entry Form no later than Tuesday 3 November 2020. To claim the prize the winner must respond in writing (email) and provide an address for the prize to be delivered via post. The prize will be posted to the winner at the Promoter's expense.
15. The Promoter must distribute the prize to the winner within 28 days of the draw.
16. In the event that the prize remains unclaimed for 3 months, the winner is not readily identified and reasonable attempts have been made by the Promoter to contact the winner, an unclaimed prize draw will occur on Monday 8 February 2021 at the same time and address as the original draw. The unclaimed prize winner will be notified in writing within 2 days and published at hcf.com.au/netball by Tuesday 9 February 2021.
17. The results of any unclaimed prize draw will be final and binding and no correspondence will be entered into in relation to the results of the draw. The Promoter must distribute the prize to the winner within 28 days of the draw.
18. 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.
19. 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.
20. If this competition 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 individual; 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 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, 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 this Promotion.
22. 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.
23. 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.
24. By participating in this competition, entrants release and hold harmless Facebook and Instagram from any and all liability associated with this competition, to the extent permitted by law (in which case that liability is limited to the maximum extent permitted by law). The Promoter and entrants acknowledge that this competition is in no way sponsored, endorsed or administered by, or associated with Facebook or Instagram. Entrants acknowledge that they are providing information to the Promoter and not to Facebook or Instagram.
25. By entering the competition, 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 Policy 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.
26. The Promoter 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 27 below.
27. 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 clause 27b the Promotor may use the Materials for the purposes of marketing the Promotion and the Promotor, including on the Promotor'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.
28. The Promoter accepts no responsibility for any tax liabilities that may arise from winning the Prize.