# **Cancer Council**

# **Competition – Schedule**

| Competition             | Acquisition swim cap incentive  |
|-------------------------|---|
| Promoter                | Cancer Council NSW (ABN 51 116 463 846) of 153 Dowling St,<br>Woolloomooloo, NSW 2011   |
|                         | Telephone 02 9334 1900  |
| <b>Promotion Period</b> | The Competition starts 12:00am AEST Monday 26 May 2025.   |
|                         | The Competition closes at 11:59pm AEST Friday 31 August 2025, or until stock runs out.  |
|                         | No entries will be accepted after this time.  |
| Relevant State(s)       | Victoria, South Australia, Queensland, Western Australia, New South Wales,<br>Australian Capital Territory, Tasmania.   |
| Entry Restrictions      | Entry is open to individuals who are residents of Australia at the commencement of the Promotion Period, and who:   |
|                         | <ul> <li>register as a participant for Daffodil Day Dip 2025, on Daffodil Day<br/>Dip website during the Promotion Period.</li> </ul>   |
|                         | (Qualifying Participants).  |
|                         | Entrants under 18 years of age must have the consent of their parent or guardian in order to enter. By entering the Competition, entrants confirm that they have consent, and the Promoter reserves the right to verify this. |
| Entry Procedure         | <ul> <li>Qualifying Participants will be automatically entered into the<br/>Competition.</li> </ul>   |
| Number of Entries       | One entry per Qualifying Participant.   |
| Draw Details            | Date: Weekly shipments of prize   |
|                         | Time: 12:00am AEST  |
|                         | Location: Cancer Council NSW - 153 Dowling St, Woolloomooloo, NSW   |
| Prize(s) Details        |   |
|                         | Prize Value of each prize   |
|                         | (Recommended retail price)  |
|                         | Swim Cap Approximately \$2.50 excl. GST   |
|                         |   |

| Prize Claim Date | The Prize will be dispatched with a welcome pack, using Australia Post, within a reasonable time of the registrant qualifying for the Prize. Cancer Council is not responsible for any delays or failures in delivery once the item |
|------------------|---|
|                  | is deposited with Australia Post.   |

# Terms and Conditions of entry for the Acquisition swim cap incentive Competition

- 1. These terms and the Schedule form the **Conditions of Entry** for this Competition and set out all of the information you need to know regarding this Competition. Capitalised terms have the meaning given in the Schedule, unless otherwise stated. If there's any inconsistency between these terms and the Schedule, then information set out in the Schedule applies. By submitting your entry, you agree that these Conditions of Entry apply to your entry.
- 2. The promoter is The Cancer Council NSW (ABN 51 116 463 846) (in its own capacity and as agent for the Cancer Council(s)) of 153 Dowling St, Woolloomooloo, NSW, 2011 (**Promoter, we, us, our**).
- 3. These terms and conditions may be amended from time to time, in accordance with state regulations.

Any updates to these Conditions of Entry will be published on <u>Cancer Council- Daffodil Day website</u>.

# **Entrants**

- 4. The eligibility requirements for this Competition are set out in the Entry Restrictions.
- 5. Directors, managers, employees, officers, agents and contractors of the Promoter, and their immediate families (i.e. spouse, partner, parent, grandparent, natural or adopted child, and sibling (whether natural or adopted by a parent)) are ineligible to enter. Any person involved in the determination of the Prize winner is not eligible to enter.

### How to enter

- 6. To enter, you must follow the Entry Procedure.
- 7. We will not accept entries that are incomplete, illegible, or generated by computers or other automated means, for example, bots.
- 8. We reserve the right, at any time, to verify the validity of entries and disqualify your entry in the event of non-compliance with these Conditions of Entry, failure to meet any requirements set out in the Entry Procedure, or if (in our reasonable opinion), you tamper or interfere with an entry process in any way.
- 9. If the Competition cannot run for reasons beyond our control (for example, infection by computer virus, mobile network failure, bugs, tampering, unauthorised intervention, fraud, or technical failures), we reserve the right to cancel, suspend, modify, or terminate the Competition. If that happens, we'll select a winner from eligible entries received at the time.
- 10. All decisions made by us regarding any aspect of the Competition are final, and no correspondence will be entered into.

# **Prizes**

11. The Prize is set out in the Prize Details.

- 12. The Prize value is accurate as at the start of the Promotion Period for the Competition. Any variation after that date is beyond our control. Any ancillary costs associated with redeeming the Prize are not included and all costs, fees, charges, or expenses associated with the Prize, which are not specified in the Schedule, are the responsibility of the winner.
- 13. The Prize is not transferable, exchangeable, or redeemable for cash. If for any reason a Prize is not available, we will substitute it for another prize of equal or higher value (at our discretion).

#### Game of chance

14. This Competition is a game of chance. Each eligible entry will be drawn by us as set out in the Draw Details. The Promoter's decision is final, and no correspondence will be entered into. We will notify the winner, and publish their name, in accordance with the Notification and Publication of Winners information set out in the Schedule.

# How to claim prizes

- 15. The Prize will be delivered to the email address provided by the winner.
- 16. If (having made reasonable efforts) we cannot contact a Prize winner, or if any Prize is not accepted or claimed by the Prize Claim Date, that Prize winner's entry will be deemed invalid, and we reserve the right to undertake a re-draw to distribute unclaimed Prizes or retain the Prize and put it to an alternative use as we see fit.
- 17. If you are a winner, you are responsible for your use of the Prize, including complying with all relevant laws and any applicable terms and conditions of use.

# Promoter's use of personal information

18. Your Personal Information is being collected by The Cancer Council NSW so that you may enter and participate in the Competition. We may send you information about programs, products, services, fundraising or other activities which we think may interest you. Your Personal Information may be provided to other Cancer Councils, to third parties where required by law or so that such third parties may provide Cancer Council with services. In so doing your Personal Information may be disclosed to overseas recipients. Please refer to our Privacy Policy (which is available our website or on request by calling 1300 65 65 85) for further details. By providing your information to us you consent to your information being disclosed or used for this purpose. We will take reasonable steps to ensure that such third parties deal with your information appropriately and only for Cancer Council purposes. Please refer to our Privacy Policy, or details in the relevant communication, if you wish to unsubscribe. Our Privacy Policy also explains how you can contact us to access and correct your personal information or make a privacy complaint.

For the purpose of this clause "Cancer Council", "we", "us" or "our" means Cancer Council Australia or the Cancer Council in the State or Territory in which you are participating in the fundraising activity, or in your State or Territory of residence (as applicable). Full details of Cancer Council Australia and its State and Territory members are available here:

http://www.cancer.org.au/about-us/state-and-territory-councils/.

19. By winning a Prize the winner agrees to participate in and co-operate as required with all reasonable Cancer Council and media editorial requests relating to the Prize, including but not limited to, being interviewed, and photographed and/or filmed. All entrants agree to Cancer Council 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.

## General

- 20. We accept no responsibility for any problems or technical malfunction of any communication network or for any late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. We have no control over telephone communications, networks or lines and accept no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise. We are not liable for any consequences of user error including any costs incurred.
- 21. You will be responsible for any tax liability associated with a Prize.
- 22. To the extent permitted by law, we will not be liable for any loss or damage whatsoever (including direct or consequential loss) or personal injury suffered or sustained in connection with the Prizes or this Competition. We accept no responsibility for any tax liabilities that may arise from winning a Prize.
- 23. We are not responsible for use of a Prize which results in:
  - (a) loss that was not reasonably foreseeable;
  - (b) loss that was not caused by our breach of these Conditions of Entry or by our negligence;
  - (c) business losses (such as lost data, lost profits or business interruptions) or loss suffered by non-consumers;
  - (d) losses caused by factors which could reasonably be considered to be outside our control (such as faults in third party equipment); and
  - (e) any loss caused, or contributed to, by an entrant's breach of these Conditions of Entry or an entrant's negligence.
- 24. These Conditions of Entry are governed by the laws of New South Wale