Cancer Council

Competition - Schedule

Competition	Daffodil Day Registration Incentive Competition 1			
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Promoter	Cancer Council NSW (ABN 51 116 463 846) of 153 Dowling St, Woolloomooloo, NSW 2011			
	Telephone 02 9334 1900			
Promotion Period	The Competition starts 12:00am AEST, Monday 3 rd July 2023.			
Fromotion Feriod	The Competition closes at 11:59pm AEST, Thursday 31 st August 2023.			
	No entries will be accepted after this time.			
Relevant State(s)	Victoria, South Australia, Western Australia, Northern Territory, Queensland, New South Wales, Australian Capital Territory, Tasmania			
Entry Restrictions	Entry is open to residents of Australia at the commencement of the Promotion Period.			
	Entrants less than 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	To enter, entrants must, during the Promotion Period:			
	1. Register to fundraise for Daffodil Day via the Daffodil Day website at <u>https://www.daffodilday.com.au</u> .			
	Entrants who successfully register during the Promotion Period and meet the entry requirements set out above are deemed Qualifying Participants.			
Number of Entries	Limit of one entry per person.			
	Entry is automatic.			
Draw Details	Date: Thursday 14 th September 2023			
	Time: 11am AEST			
	Location: 153 Dowling St, Woolloomooloo, NSW			
	Draw Criteria: This is a game of chance. The prize winner will be randomly drawn by the Promoter from the pool of Qualifying Participants who meet the entry requirements set out above.			
	The Promoter's decision is final and no correspondence will be entered into.			
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Prize(s) Details					
	Type (major, minor)	Prize	No. Available	Value of each prize (recommended retail price)	
	Major	DeLonghi Yellow 1.7 L Kettle and 2 Slice Toaster	1	\$258	
Total Prize Pool	\$258				
Notification of Publication of Winners	Winners will be notified via email or phone within 5 Queensland business days of being selected. Prize winners' names will be published on the Promoter's website at <u>https://www.daffodilday.com.au/competition-terms-and-conditions</u> after they claim the prize.				
Prize Claim Date	 Prizes will be mailed out to the winners within 14 days after the winners have been notified. If the winner does not provide a postal address within 7 days of the draw, the prize will be forfeited by the winner. If the winner does not claim the prize within 7 days of the draw, the prize will be forfeited by the winner. If the prize is not claimed, a second draw will be held at 12.00pm AEST on Friday 22nd September at the draw Location to re-draw the prize. The winner of the redraw will be notified via email or phone and must provide an email address for the prize to be sent to. 				

Terms and Conditions of entry for the Daffodil Day 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 Cancer Council NSW (ABN 51 116 463 846) of 153 Dowling St, Woolloomooloo, NSW 2011 (**Promoter, we, us, our**).

3. Any updates to these Conditions of Entry will be published on <u>https://www.daffodilday.com.au/competition-terms-and-conditions</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.

How to enter

- 6. To enter, you must follow the Entry Procedure.
- 7. We will not accept entries which are incomplete, illegible, or which are generated by computers or other automated means, for example bots.
- 8. We reserve the right to 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 mechanism 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(s) are set out in the Prize Details.
- 12. Prize values are accurate as at the start of the Promotion Period for the Competition. Any variation after that date is beyond our control. All costs, fees, charges or expenses associated with the prize(s), which are not specified in the Schedule, are the responsibility of the winner(s).
- 13. Prizes are 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 (in 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 winners, and publish their names, in accordance with the Notification and Publication of Winners information set out in the Schedule.

How to claim prizes

15. Prizes will be posted using the address information provided on the entry form, unless the winner provides an alternative address at the time they are notified as being a winner. If prizes are not suitable for posting, we will determine the best delivery method. Prize winners should allow up to four weeks for delivery. We accept no responsibility for any lost or misdirected mail, or any damage to prizes caused in transit.

- 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.
- 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 Cancer Council NSW so that you may enter and participate in the Competition. By entering this Competition you agree to Cancer Council NSW's privacy collection statement: <u>https://www.cancercouncil.com.au/about-us/policies/privacy-collection-statement/</u>.
- 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 Wales.