

## TERMS AND CONDITIONS OF ENTRY INTO "HCF Team Behind the Team 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. These terms and conditions of entry into "HCF Team Behind the Team Competition" ("**Promotion**") are authorised under ACT Permit No. TP 21/01366 and SA Permit No. T21/1245.
3. 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**"). To contact the Promoter please call 13 13 34.
4. The Promotion commences at 9:00am AEST on Friday 13 August 2021 and ends at 11:59pm AEST on Friday 10 September 2021 ("**Promotion Period**"). The Promoter reserves the right to extend the Promotion end date at any time (subject to regulatory approval).
5. Entry is only open to residents of Australia who are aged 18 years and over, have a valid telephone number and valid email address ("**Eligible Entrants**"). Where applicable all Eligible Entrants will be required to provide proof of eligibility to redeem their prize.
6. Employees (and their immediate family members) of HCF and agencies associated with this promotion are ineligible. An 'immediate family member' includes any of the following: spouse, ex-spouse, de-facto spouse, child or stepchild (whether natural or by adoption), parent, stepparent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, stepbrother, stepsister or first cousin.

### HOW TO ENTER

7. To enter and be eligible to win the Major Prize, an Eligible Entrant must, during the Promotional Period, go to the Promotion website at <https://hcf.partnership-hub.com/2021-team-behind-the-team> and:
  - a. Complete the 'HCF Team Behind the Team Competition' entry form available on the Promotion website providing their first name, surname, email address, mobile phone number, postcode, which Super Netball team they support, if they are a HCF member and accept these terms and conditions; and
  - b. Nominate their Team Behind the Team hero and leave a Thank You message no longer than 50 words.
8. After entering the Major Prize Draw, Eligible Entrants may enter the Bonus Draw by completing a survey.
9. Only one (1) entry per Eligible Entrant is permitted during the Promotional Period. Any subsequent entry after the first valid entry is received will be deemed invalid. Entries will be deemed accepted at the time of receipt by the Promoter. Entries received will be considered final by the Promoter. Incomplete, inaccurate, erroneous, ineligible or incomprehensible entries will be deemed invalid. No late entries will be accepted. There is no cost to enter.
10. 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.

### PRIZES

11. The total prize pool value is AUD \$9,999.00. **The prize consists of;**
  - a. 1x Major Prize = AUD \$5,000.00 excl. GST cash donation to a nominated netball club. HCF must receive a valid tax invoice.

- b. 7x Runners Up Prizes = an Uncommon Experience with up to 2x Suncorp Super Netball ("**SSN**") players valued at AUD \$357.00 excl. GST each.
    - i. 1x experience to be won per participating SSN team, i.e. Queensland Firebirds, Sunshine Coast Lightning, NSW Swifts, GIANTS Netball, Melbourne Vixens, Adelaide Thunderbirds, West Coast Fever
    - ii. Must be taken prior to 30 September 2021
    - iii. Uncommon Experience format may vary depending on Covid restrictions in place in any location at any time, and may be a player visit to a training session or a virtual equivalent if Covid restrictions do not allow for face-to-face interaction
    - iv. Face to face Uncommon Experiences must take place within the SSN team's home state.
    - v. HCF and SSN teams will liaise with winners to coordinate their Uncommon Experience
  - c. 5x Bonus Draw Prizes = AUD \$500 Rebel Sports Gift Card.
12. The prizes, or any unused portion of the prizes, cannot be exchanged or redeemed for cash, returned for a refund, or transferred to any other person.

#### SELECTION OF WINNER

13. **Major Prize** – A judge will review each entry into the Major Prize Draw and will select the winner. The entry that displays the most accurate representation of uncommon care will win. The judging will take place at the Promoter's office at Level 5, 403 George Street Sydney NSW 2000.
14. The winner of the Major Prize Draw will be announced at 12:00 PM AEST on Monday 13 September 2021.
15. **Runners Up Prize** – The winners of the Runners Up Prize will be chosen at random by manual draw which will take place at 12:30 PM AEST on Monday 13 September 2021 at the Promoter's office at Level 5, 403 George Street Sydney NSW 2000.
16. The first seven valid entries drawn will win the Runners Up Prize described in clause 11(b) above.
17. **Bonus Draw Prize** – The winner of the Bonus Prize Draw will be chosen at random by manual draw which will take place at 1:00 PM AEST on Monday 13 September 2021 at the Promoter's office at Level 5, 403 George Street Sydney NSW 2000.
18. The first five valid entries drawn will win the prize described in clause 11(c) above.
19. The winners will be personally notified by phone and in writing (email) using the details provided on the entry form no later than 5:00 PM AEST on 14 September 2021. To claim the prize the winners must respond in writing (email) and provide any details needed in order to claim the prize.
20. The name of the winners will be published at <https://www.hcf.com.au/Campaigns/netball> on 15 September 2021.
21. The results of the draw (including any decisions as to prize distribution) are final and binding and the Promoter will not enter into correspondence regarding the results.
22. The Promoter must distribute the prizes to the winners within 28 days of the draw.

#### MAJOR PRIZE AND BONUS DRAW PRIZES

23. In the event that the major prize or one of the bonus draw prizes remains unclaimed, after reasonable attempts have been made to contact the winners, they will automatically forfeit their prize and the Promoter reserves the right to select another winner through a second chance draw.
24. A second chance draw for any unclaimed prizes will occur on 13 December 2021 at the same time and address as the original draw.

25. The unclaimed prize winners will be notified in writing within 2 business days and published at <https://www.hcf.com.au/Campaigns/netball> notified by email and telephone by 17 December 2021.
26. The results of any second chance draw will be final and binding and no correspondence will be entered into in relation to the results of the draw.
27. The Promoter must distribute the prize(s) to the winner(s) within 28 days of the draw.

#### SECOND CHANCE DRAW - RUNNERS UP PRIZES

28. In the event that one of the Runners Up Prizes remains unclaimed, after reasonable attempts have been made to contact the winners, they will automatically forfeit their prize and the Promoter reserves the right to select another winner through a second chance draw.
29. A second chance draw for any unclaimed Runners Up Prizes will occur on [insert date 5 days after notifying winners] at the same time and address as the original draw.
30. The unclaimed prize winners will be notified in writing within 2 business days and published at <https://www.hcf.com.au/Campaigns/netball> on [day after winners notified].
31. The results of any second chance draw will be final and binding and no correspondence will be entered into in relation to the results of the draw.
32. The Promoter must distribute the prize(s) to the winner(s) by 30 September 2021.

#### STANDARD TERMS

33. Subject to regulatory approval, the Promoter reserves the right to amend the Promotion and its terms and conditions at any time and for any reason and will notify entrants of any such amendments as soon as reasonably practicable on the Promotion page at <https://www.hcf.com.au/Campaigns/netball>. It is the entrant's responsibility to regularly check the Promotion page for any amendments.
34. 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.
35. 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.
36. 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 HCF, including but not limited to technical difficulties, unauthorised intervention or fraud, HCF 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.
37. 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, HCF (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.
38. 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.

39. 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.
40. 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). HCF 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 HCF and not to Facebook or Instagram.
41. By entering the Promotion, 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.
42. HCF collects personal information ("**PI**") in order to conduct this Promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers and prize suppliers. 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 40 below. If you do not provide all the PI we request, you may not be able to participate in the Promotion.
43. By entering into the Promotion, the entrant agrees and acknowledges that:
- a. they may be contacted by the Promoter to provide comments about the Promotion 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 Promotion, 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 43(b), the Promoter may use the Materials for the purposes of marketing the Promotion and the Promoter, including on the Promoter'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.

44. The Promoter accepts no responsibility for any tax liabilities that may arise from winning the Prize. Independent financial advice should be sought.
45. The laws of New South Wales apply to this Promotion. Entrants submit to the exclusive jurisdiction of the laws of New South Wales.

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