

TERMS AND CONDITIONS OF ENTRY INTO "HCF 2022 SSN Grand Final" PROMOTION

1. Information on how to enter and prize details form part of these conditions. By entering into this Promotion you acknowledge that you have read these terms and conditions of entry and agree to be bound by them.
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**"). To contact the Promoter, please call 1300 363 992.
3. The "HCF 2022 SSN Grand Final" ("**Promotion**") commences at 8:00am AEST on Tuesday 10 May 2022 and ends at 11:59pm AEST on Sunday 22 May 2022 ("**Promotion Period**"), and the Promoter reserves the right to amend the Promotion end date at any time (subject to regulatory approval).
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 ("**Eligible Entrants**"). Where applicable all Eligible 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 Promotion 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 Eligible Entrant must, during the Promotional Period go to the Promotion website at <https://hcf.partnership-hub.com/grand-final-experience> and complete the 'HCF 2022 SSN Grand Final' entry form ("**Entry Form**") providing:
 - a. their first name, surname, email address, mobile phone number and postcode;
 - b. the Super Netball team they support; and
 - c. acceptance of these terms and conditions.
7. After entering the Promotion in accordance with clause 6 above, the entrant may choose to complete an additional survey regarding netball involvement and demographics which will be available on the Promotion website to receive ten (10) bonus entries to the Promotion. Accordingly, eleven (11) entries per entrant are permitted during the Promotion Period, comprising one (1) entry as a result of completing the Entry Form and eleven (11) entries as a result of completing the additional survey. Any subsequent entry after these eleven (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. No late entries will be accepted. Incomplete, inaccurate, erroneous, ineligible or incomprehensible entries will be deemed invalid. There is no cost to enter.
8. The prize pool consists of one major prize and four minor prizes.
9. **Major prize** - eligible Entrants who complete the Entry Form will be entered to win the major prize, as described below:
 - a. 4x Corporate Hospitality Tickets to the 2022 Super Netball Grand Final ("**Grand Final**") to be held on Saturday 2 July 2022, valued at AUD \$1,000;
 - b. If the Grand Final is not in the winner's nearest capital city, economy flights from the winner's nearest capital city to the location of the 2022 Super Netball Grand Final, valued at up to AUD \$1,500; and
 - c. 2x Twin Share accommodation for 2 nights at a hotel chosen by the Promoter of at least 3 stars, valued at up to AUD \$1,000;
 - d. Prepaid Visa debit card to the value of AUD \$500;

- e. A behind the scene Grand Final experience including back of house walk through of match day operational areas and a Stadium tour, valued at AUD \$250; and
 - f. Fan photo opportunity under the winner's arch on court after the medal ceremony (this is not a photo with the winning team) valued at AUD \$250.
10. **Minor prizes** - eligible Entrants who complete the Entry Form will also be entered to win 1 of 3 minor prizes, as described below:
- a. Signed 2022 Super Netball Grand Final netball, valued at AUD \$100.
11. The total prize pool value is AUD \$4,800 as at the publishing date of these terms and conditions.
12. The prizes do not include any costs associated with redeeming the prizes including the cost of travel from the winner's home to the airport or to the Grand Final. The prizes will not be transferable to another person.
13. Other than the prepaid Visa debit card valued at AUD \$500, spending money for incidental expenses is not included in the prize. Travel insurance is not included in the prize. The Promoter strongly recommends that travel insurance is purchased by the winner of the Major Prize before travel. The Promoter makes no representation as to the safety, conditions or other issues that may exist in transit or at any destination.
14. If a prize is not available for any reason, including due to restrictions imposed in any State or Territory as a result of COVID-19, the Promoter reserves the right to substitute the prize with another similar item of equal or greater value if the winner agrees in writing and subject to any approvals from regulatory authorities. If the winner does not agree despite reasonable attempts by the Promoter to reach an agreement and the prize is not available due to circumstances beyond the Promoter's control, the Promoter may substitute the prize with another item or items determined by the Promoter to be similar and of equal or higher value.
15. 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.
16. 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.
17. The winners will be chosen at random by manual draw which will take place at 10:00am AEST on Tuesday 24 May 2022 at the Promoter's premises, being Level 5, 403 George Street Sydney NSW 2000, and published at <https://www.hcf.com.au/netball> by Tuesday 31 May 2022. The first valid entry drawn will win the major prize. Then the following 4 valid entries drawn will win the minor prizes. The Promoter will take all reasonable steps to contact the winners as set out below in clause 20.
18. This is a game of chance and skill plays no part in determining the winners.
19. The Promoter's decision (including any decisions as to prize distribution) is final and the Promoter will not enter into correspondence regarding the results.
20. The winners will be notified by phone and in writing (email) using the details provided on the entry form no later than Thursday 26 May 2022. To claim the prize the winners must respond in writing (email) and provide an address for the prize to be delivered via post.
21. The Promoter must distribute the prize to the winner within 28 days of the draw.

22. If a winner does not respond within three weeks of being notified that they have won the Promotion, the winner(s) are not readily identified and reasonable attempts have been made by the Promoter to contact the winner(s), the winner(s) that have not claimed their prize will automatically forfeit their prize and the Promoter reserves the right to select another winner through a second chance draw.
23. If necessary, an unclaimed prize draw will occur on Thursday 16 June 2022 at the same time and address as the original draw. The first valid entry drawn will win any unclaimed prize.
24. The unclaimed prize winner(s) will be notified in writing (by email) within 2 business days and their names will be published at <https://www.hcf.com.au/netball> by Monday 20 June 2022.
25. 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 and in the case of the Major Prize, by 2 July 2022.
26. 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.
27. 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.
28. 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/netball>. It is the entrant's responsibility to regularly check the Promotion page for any amendments.
29. 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 (including the Australian Consumer Law):
 - a. to disqualify any individual; or
 - b. to modify, suspend, terminate or cancel the Promotion, as appropriate, subject to regulatory approval.
30. 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, including:
 - a. any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
 - b. any theft, unauthorised access or third party interference;
 - c. any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;
 - d. any variation in prize value to that stated in these terms and conditions;

- e. any tax liability incurred by the winner or entrant; or
 - f. use of the prize.
31. 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.
32. 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.
33. 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 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. 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.
34. The promoter collects personal information ("**PI**") in order to conduct this Promotion and comply with its legal obligations as the Promoter and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers and prize suppliers. Submitting an entry 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 PI on the Promoter's social media sites as set out in clause 35 below. If you do not provide all the PI we request, you may not be able to participate in the Promotion.
35. 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 without remuneration. 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 without any further reference or payment to the winner. The Promoter may license, authorise or otherwise transfer the rights in the Materials to others to do the same;
 - c. without limiting clause 35(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.
36. The Promoter accepts no responsibility for any tax liabilities that may arise from winning the Prize, including fringe benefits tax. Independent financial advice should be sought.
 37. The laws of New South Wales apply to this Promotion. Entrants submit to the exclusive jurisdiction of the courts of New South Wales.

Authorised under ACT Permit No. TP 22/00707