

## Australian Olympic Team Promotion

1. Information on how to enter and prizes form part of these Terms and Conditions. By participating, entrants agree to be bound by these Terms and Conditions. Entries must comply with these Terms and Conditions to be valid.
2. Entry is only open to Australian residents aged 18 years or over. Employees, business directors and management (and their Immediate Family) of the Promoter and its agencies, associated companies, retailers and suppliers associated with this promotion are ineligible to enter. Immediate Family means 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 1st cousin.
3. The promotion will commence at 00.01 AEST on the 5<sup>th</sup> of each month (or the closest weekday if the 5<sup>th</sup> falls on a weekend) and closes at 23.59 AEST 7 days after the commencement date (the **Promotional Period**). For example, if the 5<sup>th</sup> is a Tuesday, the Promotional Period will end at 23.59 AEST the following Monday.

### How to Enter

1. To enter, answer the question contained in the newsletter each month by sending your answer to [fans@olympics.com.au](mailto:fans@olympics.com.au) during the Promotional Period.
2. Individuals can only enter this promotion during the Promotional Period. All entries must be received by the Promoter before the end of the Promotional Period. Entries are deemed to be made at the time of receipt by the Promoter, not the time of transmission by the entrant. Entries received after the Promotional Period will not be accepted.
3. There is a limit of one entry per email address. Any additional entries will be disqualified.
4. The Promoter takes no responsibility should a participant not have the software, hardware or mobile phone plan that would permit access to and use of the AOC website. Any cost associated with accessing the internet or own loading data on a mobile device is the sole responsibility of the participant and is dependent on the internet/mobile service provider used.

### Judging

1. This competition is a game of skill. Chance plays no part in determining the winners. All entries will be judged individually on their merits based on the creativity and originality of their answer to the question in the newsletter each month. Entries will be judged by a panel of judges from the Australian Olympic Committee, Level 4, 140 George Street, Museum of Contemporary Art, Sydney NSW 2000.
2. Judging will take place within 48 hours of the end of the Promotional Period at Level 4, 140 George Street, Museum of Contemporary Art, Sydney NSW 2000.
3. The decisions of the judges are final and binding and no correspondence will be entered into.

### Major Prize

4. The best entry will win the Major Prize, which is a signed piece of Olympic memorabilia.
5. There is only 1 Major Prize to be won each month. The Major Prize is valued at approximately \$1000 RRP.
6. Before the Major Prize is awarded, the Promoter may require the winner to sign an agreement or deed to release the Promoter from, and indemnify the Promoter against, any loss, damage or injury arising from the use of the Major Prize, except to the extent any loss, damage or injury is due to the negligence or wilful misconduct of the Promoter.
7. The winner of the Major Prize will be notified by email within 2 business days of the judging.
8. The Promoter will make all reasonable attempts to identify and contact the Major Prize winner. In the event that the winner cannot be identified or contacted within 90 days of the judging, despite reasonable attempts to do so, or the Major Prize is unclaimed for any other

reason whatsoever, the Promoter will send an email to the entrant who submitted the next best entry (as determined by the panel of judges), by 13.00 AEST 7 days after the Major Prize was first awarded, notifying that entrant that he or she is a second chance winner. Each second chance winner must send a return email accepting his or her Major Prize within 48 hours, or else he or she will be deemed to have forfeited his or her right to the Prize. Upon receiving an email accepting a Major Prize, the Promoter will send another email to the second chance winner explaining how to claim and redeem the Major Prize.

9. In the event that the second chance winner forfeits his or her right to the Major Prize, the second chance winner cannot be identified or contacted within ninety (90) days of the second chance draw despite reasonable attempts to do so, the second chance winner does not comply with these Terms & Conditions in a way that would render him or her ineligible to claim or avail of the Major Prize, or the Major Prize is unclaimed for any other reason whatsoever, the Promoter may dispose of the Major Prize as it sees fit (subject to any written directions from a regulatory authority).

## Minor Prize

1. The second, third, fourth, fifth and sixth best entries will win the Minor Prize, which is a Boxing Kangaroo soft toy and an Olympic pin (RRP \$1000).
2. There are 5 Minor Prizes to be won each month.
3. Before the Minor Prizes are awarded, the Promoter may require the winners to each sign an agreement or deed to release the Promoter from, and indemnify the Promoter against, any loss, damage or injury arising from the use of the Minor Prize, except to the extent any loss, damage or injury is due to the negligence or wilful misconduct of the Promoter.
4. The winners of the Minor Prizes will be notified by email within 2 business days of the judging.
5. The Promoter will make all reasonable attempts to identify and contact the Minor Prize winners. In the event that the winners cannot be identified or contacted within 90 days of the judging, despite reasonable attempts to do so, or the Minor Prize is unclaimed for any other reason whatsoever, the Promoter will send an email to the entrant who submitted the next best entry (as determined by the panel of judges), by 13.00 AEST 7 days after the Minor Prizes were first awarded, notifying that entrant that he or she is a second chance winner. Each second chance winner must send a return email accepting his or her Minor Prize within 48 hours, or else he or she will be deemed to have forfeited his or her right to the Minor Prize. Upon receiving an email accepting a Minor Prize, the Promoter will send another email to the second chance winner explaining how to claim and redeem the Minor Prize.
6. In the event that the second chance winner forfeits his or her right to the Minor Prize, the second chance winner cannot be identified or contacted within 90 days of the second chance draw despite reasonable attempts to do so, the second chance winner does not comply with these Terms & Conditions in a way that would render him or her ineligible to claim or avail of the Minor Prize, or the Minor Prize is unclaimed for any other reason whatsoever, the Promoter may dispose of the Minor Prize as it sees fit (subject to any written directions from a regulatory authority).

## General

1. The total maximum prize pool each month is approximately \$1000 RRP.
2. If any prize (or component thereof) becomes unavailable for reasons beyond the Promoter's control, the Promoter may substitute a prize or element of a prize of equal or greater RRP value at the Promoter's sole discretion, subject to any written directions from the relevant authorities. Winners will not be entitled to any additional compensation in the event that the prize (or component thereof) has been substituted at equal or greater RRP value.
3. Prizes, and any portions of a prize, are not transferable, exchangeable or redeemable for cash. No part of the prizes can be resold (at a premium or otherwise), advertised or offered for resale on the internet or any other medium. Stated prize values are the recommended retail value (including GST) in Australian dollars, are provided by the supplier and are correct at the time of printing.

4. The Promoter accepts no responsibility for late, lost or misdirected claims or other communications. The Promoter's decision is final and binding; no correspondence will be entered into.
5. The Promoter reserves the right to request verification of age, identity, residential address of winners and any other information relevant to entry into or participation in this promotion. Verification is at the discretion of the Promoter, whose decision is final. The Promoter reserves the right to disqualify any individual who provides false information, fails to provide information, conspires with others to gain an unfair advantage or who is otherwise involved in any way in interfering, manipulating or tampering with this promotion.
6. Participants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
7. 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 the Promoter, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law, to disqualify any entrant or, subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
8. To the extent permitted by law, the Promoter (including its officers, employees and agents) will not be responsible for any acts of god, acts of terrorism or war (declared or undeclared), state of emergency, disaster, technical failures, security breaches, tampering, unauthorised intervention, fraud, computer viruses or other events beyond the Promoter's control which affect the proper conduct or administration of this promotion, or prevent the awarding of a prize in accordance with these Terms and Conditions. If such an event occurs, the Promoter reserves the right to cancel, terminate, modify or suspend the Promotion, subject to any written directions from a relevant regulatory authority.
9. Nothing in these Terms and Conditions limits, excludes or modifies the statutory consumer guarantees provided under the *Competition and Consumer Act 2010* (Cth), or any other implied warranties under any legislation in Australia. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) excludes all liability (including negligence), for any personal injury or any loss or damage (whether direct, indirect, special or consequential) arising in any way out of this promotion, including but not limited to where such injury, loss or damage arises out of: (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 lost, altered, damaged or misdirected 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 a winner, his or her travel guest or an entrant; (f) participation in this promotion.
10. The agreement which comes into force under these Terms and Conditions is governed by, and must be construed in accordance with, the laws in force in New South Wales, and the Promoter and any consumer who participates in this offer submits to the exclusive jurisdiction of the courts of that State in respect of all matters arising out of or relating to these Terms and Conditions, and the performance or subject matter of this offer.
11. Entries remain the property of the Promoter. Details from entries will be collected and used for the purpose of conducting this promotion (which may include disclosure to third parties) and for promotional purposes surrounding this promotion. By entering this promotion entrants consent to the use of their information as described and agree that the Promoter may use this information, or disclose it to other organisations that may use it, in any media for future promotional, marketing and publicity purposes without any further reference or payment to the entrant. Entrants may access, change and/or update their personal information and obtain a copy of the Promoter's privacy policy by contacting the Promoter on (02) 9247 2000 during office hours.
12. The Promoter is the Australian Olympic Committee (ABN 33 052 258 241) of Level 4, 140 George Street, Museum of Contemporary Art, Sydney NSW 2000, telephone: (02) 9247 2200.