

Terms and conditions

1. The Promotion

- a. Entry into the 'MyProundestMoment2020' (Promotion) is deemed acceptance of these Terms and Conditions. Headings in this document are included for ease of reference, and do not affect interpretation in any way.
- b. All references to time in this document are a reference to the local time in Sydney, New South Wales, Australia on the date stated.
- c. The promotion commences at 12.01am (AEDT) on Friday 04 December 2020 and closes at 11.59pm (AEDT) on Monday 21 December 2020. (Promotion Period).
- d. The Promotion is not a game of chance and total value of the prize is below \$10,000.

2. Promoter's Details

The promoter is Auscare Foundation Limited (Promoter).

3. Eligibility

- a. Entry into the promotion is open only to Australian residents 18 years of age or older with a valid email address, excluding directors, management, employees and their immediate families of the Promoter and its related bodies corporate and registered employees of the Promoter and its related bodies corporate.
- b. The Promoter reserves the right to verify the validity of each entry. The Promoter reserves the right to disqualify any person for tampering with the entry process or who otherwise does not comply with these Terms and Conditions.

4. Entry into the promotion

- a. To enter;
- b. Eligible Entrants will automatically receive one entry into the competition when they successfully complete the registration on line between Friday the 4th of December 2020 and 21st of December 2020.
- c. The Promoter is not responsible for any lost, late or misdirected entries.

5. The Prize

- a. The Promoter is offering Entrants to win one (1) New Birdie Evo Hoist; In a skill writing competition
- b. The maximum notional value of the Prize is under \$10,000.00.
- c. The Promoter accepts no responsibility for any variation in the maximum notional value of the Prize. The Prize value is in Australian Dollars. The Promoter accepts no responsibility for change in prize value between now and the ultimate date on which the prize is taken.
- d. The prize must be taken as stated and no compensation will be payable if the winner is unable to use the prize as stated. The prize is not exchangeable or redeemable for cash or other goods or services. The prize cannot be transferred to any other person, unless agreed to by the Promoter. It is a condition of accepting the prize that the winner accepts the conditions of use of the prize.
- e. If the prize (or part of the prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.

6. Drawing of entries

- a. The competition draw for the prize will take place at 10am (AEDT) on Tuesday 22nd December 2020 at Auscare Head Office, Level 2,39 Queen St Auburn, Sydney NSW, 2144. The draw will be conducted by Auscare (Drawer).
- b. The result of the draw is final and no correspondence will be entered into.

7. Notification of the winner

- a. The Winners will be notified by email within 2 business days of the draw and their names will be published on Auscare website and social media sites such as Facebook. Once the winner notification email is sent; confirm acceptance of the prize.

8. Right of the Promoter to redraw

- a. The Promoter reserves the right to redraw in the event of an entrant being unable to satisfy these promotion terms and conditions or forfeiting or not claiming the prize. If the prize remains unclaimed at 5pm (AEST) on 23rd December 2020, a second chance draw will be conducted by the Drawer at 10:00am (AEST) on 27th December 2020 at the same time and place as the original draw, subject to any written direction given under applicable law. The winner determined in accordance with this clause will be notified by email or by telephone within 2 business days after the draw and their name will be published on the Auscare web page and social media pages related to Auscare from the drawn date for a period of 6 months.

9. Prize Details

- a. Following the relevant Winner's Acceptance, the winner must claim prize from Auscare office.
- b. The Promoter is not responsible thereafter for the delivery of the prize.
- c. The winners will be responsible for all applicable taxes, fees and carrier charges for the delivery of the prize.

10. Other Matters Relating to the Promotion

- a. The Promoter's decision is final and no correspondence will be entered into.
- b. Subject to State legislation and (if required) the approval of any relevant gaming authorities, the Promoter reserves the right to substitute the Prize in whole (or any of its components), with a substitute prize of equal or greater value and the Prize Winner will be notified accordingly.
- c. Acceptance of the Prize is deemed consent for the Promoter to use the Prize Winners' details, voice, image, likeness and photographs for promotional, marketing and publicity purposes on the Promoter's website or in other forms of social media or on other websites or in any other media used by the Promoter for an indefinite time without any further attribution, reference, payment or other compensation to the Prize Winner.
- d. Each Entrant must comply with any requirements for the use of Facebook, and his/her Facebook account. This Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. You understand that you are providing your information to the Promoter and not to Facebook. The information you provide will only be used for prize notification, competition-related announcements and the Promoter's communications. By entering into this Promotion you agree to release Facebook from any or all liability in relation to this Promotion. Any questions, comments or complaints regarding the Promotion should be directed to the Promoter and not Facebook.

11. Privacy

- a. By entering this Promotion, each Entrant is taken to consent to the Promoter using the Entrant's personal information to administer the Promotion and disclosing the Entrant's personal information to organisations that assist the Promoter with administering the Promotion to third parties as required by law. If the information requested is not provided by the Entrant, the Entrant may not participate in the Promotion. For details about how the Promoter may use your information, and what your rights are under Australian privacy laws, please refer

to the Promoter's Privacy Policy available at <https://auscareservices.com.au/privacy-policy/>

12. Liability

- a. 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 Australian Consumer Law (Schedule 2 to the Competition and Consumer Act 2010 (Cth)), or similar state-based consumer protection laws (Non-Excludable Guarantees).
- b. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and its related bodies corporate (including their respective officers, employees and agents) exclude 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:
- c. out of the Promotion; or
- d. without limiting clause 10)(a), out of: (i) any technical difficulties, equipment malfunction, any delayed email, any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical problems or traffic congestion on the internet or any website (whether or not under the Promoter or its related bodies corporates' control); (ii) any theft, destruction, unauthorised access or third party interference of entries under this Promotion; (iii) 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 or its related bodies corporate; (iv) any tax liability incurred by a Prize Winner or Entrant; or (v) use of a Prize.

13. Variations

- a. Subject to the approval of any relevant gaming authorities, the Promoter reserves the right at its sole discretion to modify, suspend or terminate all or part of the Promotion, or disqualify and prohibit further participation in this Promotion, in the event that any portion of this Promotion is compromised by a virus, bugs, non-authorised human intervention, hackers or other causes beyond the reasonable control of the Promoter which, in the sole opinion of the Promoter, corrupts or impairs the administration, security, fairness, or proper conduct of the Promotion.
- b. The Promoter reserves the right to update these Terms and Conditions from time to time in its sole discretion for administrative reasons or to ensure efficient operation of the Promotion. Changes will be posted on the Promoter's website at <https://auscareservices.com.au/>

14. General

- a. Failure by the Promoter to enforce any one of these Terms and Conditions in any instance(s) will not give rise to any claim or right of action by any Entrant or Prize Winner or other person.
- b. The laws of the State where an Entrant is based apply to this Promotion.

15. Definitions

- a. In these Terms and Conditions:
 - Eligible Entrant is defined in clause 3(a);
 - Entrant is as defined in clause 4;
 - The Prize means the prize defined in clause 5(a).