

“UNDER PRESSURE FOR HYDROCEPHALUS” COMPETITION TERMS AND CONDITIONS

Promoter

1. The Promoter is Hydrocephalus Support Association (ABN 18 198 776 525) of 85 Gloucester Road, Hurstville NSW 2220 (“Promoter’s Premises”).

Terms and conditions

2. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this competition is deemed acceptance of these Terms and Conditions.

Who can enter?

3. Entry is only open to Australian residents aged 18 years or over.

4. Committee members of the Hydrocephalus Support Association and judges (and their immediate families) of the Promoter are ineligible to enter. Immediate family means any of the following: spouse, de-facto spouse, child or step-child (whether natural or by adoption).

Competition period

5. Competition commences on 1/09/2022 and ends at 11:59pm AEDT on 30/09/2022 (“Competition Period”).

How to enter

6. This is a game of skill. Chance plays no part in determining the winner.

7. To enter, individuals must, during the Competition Period, visit

a) www.underpressureforhydro.org.au

b) follow the prompts to the Competition entry page

c) when prompted, submit your chosen donation through the paypal pop up

d) when prompted, input the requested details into the online entry form (including full name, donation amount, telephone number and email address);

e) when prompted, prepare and submit a response to the following question: “Tell us in 25 words or less why is supporting those who are Under Pressure from Hydrocephalus important to you”; and

f) submit the fully completed online entry form

(“Entry Requirements”).

8. Only one (1) entry is permitted per person.

9. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant’s identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardize fair and proper conduct of the competition. Errors and omissions will be addressed by the Promoter in its sole discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter’s legal rights to recover damages or other compensation from such an offender are reserved.

10. Incomplete, indecipherable entries will be deemed invalid.

11. If there is a dispute as to the identity of an entrant, the Promoter reserves the right to tell us, in its sole discretion, to determine whether the entrant will be allowed to continue participating in the competition.

Judging the entries

12. The entries will be judged on 15/10/2022 at 10am AEST.

13. Entries will be judged by an internal panel of judges appointed by the Promoter (“Judges”). The Judges will select the winner (“Winner”) by determining the entry that provides the best and most original (as deemed by the Judges) answer to the competition question “Tell us in 25 words or less why is supporting those who are Under Pressure from Hydrocephalus important to you” and that has otherwise satisfied all elements of the Entry Requirements (“Competition Criteria”).

Winner

14. The Winner will be notified in writing within two (2) business days of the Judges selecting the winner and will be published on the Promoter’s fundraising website at the following address underpressureforhydro.org.au (“Website”).

15. The Promoter’s decision is final and no correspondence will be entered into.

Reserve entries

16. The Judges may select one (1) or more additional reserve entries and record them in order of which entries best satisfy the Competition Criteria in case an invalid entry or ineligible entrant is selected as the Winner or the winner does not claim their prize in accordance with these Terms and Conditions (“Reserve Entries”).

Prize details

17. The first prize Winner will win a bundle of gift cards and vouchers (“Major Prize”), please refer to the schedule to view a list of gift cards and vouchers included in the Prize. Total Prize valued at AU\$3,600 (including GST). The prize will be sent via tracked post with the exception of online vouchers which will be emailed to the winner with details on how to claim.

18. There will be two (2) runner up prizes “MINOR PRIZE 1 TO 2, please refer to the schedule to view a list of gift cards and vouchers included in the Prize. Each runner up prize value is AU\$350 (including GST).

19. The Prizes, or any unused portion of the Prizes, is not transferable or exchangeable and cannot be taken as cash.

Unclaimed Prize

20. The Promoter will take all reasonable steps to identify and notify the Winner in an attempt to ensure that the Winner receives their Prize. However, if the Winner cannot be identified or does not claim the Prize within three (3) months of the date on which the Winner is published on the Website, their Prize is forfeited and will be awarded to the first Reserve Entry.

21. A Winner of an unclaimed Prize will be determined and notified in accordance with the Reserve Entry instructions set out in paragraph 16.

Publicity

22. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they win the Prize (including any photographs, film recording and/or voice 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.

Tampering with the competition

23. If this competition 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, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the competition, as appropriate.

Cost of entering competition

24. Any cost associated with accessing the competition website is the entrant’s responsibility and is dependent on the Internet service provider used.

Limitation of liability

25. 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, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia (“Non-Excludable Guarantees”). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (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 the competition.

26. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and 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: (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 a winner or entrant; or (f) use of the Prize.

Intellectual property

27. All entrants warrant that they have all necessary rights and ownership of any material submitted as part of their entry into this competition and that such material is not capable of infringing the intellectual property rights of a third party.

28. By entering into the competition all entrants consent to, and grant the Promoter a royalty free, world-wide, non-exclusive and perpetual license to use the written material and exploit the underlying intellectual property rights in the written material by:

- a) sharing the written material on all of the Promoter’s social media platforms including but not limited to Instagram and Facebook;
- b) including the written materials in presentations and materials provided to internal stakeholders, for the purposes of:
 - i. promoting the competition and the products featured in the Prize; and
 - ii. reporting on, and promoting the competition to the Promoter’s internal stakeholders and sponsors.

29. The Promoter will not return any materials submitted by the entrants to the entrants after the end of the competition.

30. Entrants acknowledge and agree that if their written materials are used by the Promoter at any time including during the competition Period that such use is not an indication or endorsement by the Promoter that the entrant has provided an entry that is capable of winning the competition. Any use by the Promoter of an entrant's written materials will simply be to promote the competition and the products forming the Prize and increase engagement with the competition.

Privacy

31. The Promoter collects personal information ("PI") in order to conduct the competition and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, Prize suppliers and, as required, to Australian regulatory authorities. 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://underpressureforhydro.org.au/privacy-policy/>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for competition, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter.

Termination of competition

32. The Promoter reserves the right to vary the terms of, or cancel, the competition at any time without liability to any entrant or other person, subject to applicable laws.

Governing law

33. The laws of New South Wales, Australia govern these terms and conditions and the conduct of the Competition.

34. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and of the Commonwealth of Australia.

SCHEDULE

“MAJOR PRIZE” INCLUDES:

- IFLY VOUCHER (RRP \$450)
- \$500 TCN GIFT CARD (RRP \$100)
- \$1000 RED BALLOON VOUCHER
- \$500 KMART VOUCHER
- \$500 COLES VOUCHER
- \$300 CLEAR SKINCARE VOUCHER
- WHITEHAVEN BEACH HALF DAY FOR 2 ADULTS VALUED AT \$250
- \$100 COFFEE CLUB VOUCHER

“MINOR PRIZE 1 TO 2” INCLUDE:

- \$350 KING GEE VOUCHER
- \$350 HARD YAKKA VOUCHER