Terms and Conditions – International Women's Day Fun Run 2023

Win a Getaway with your Breasties Promotion

- Entry into the International Womens' Day Fun Run event 2023 (IWDFR) Win a Getaway with your Breasties
 Promotion ("Promotion") is deemed to be an acceptance of these Conditions of Entry. Information on how to enter the Promotion and prize associated with the Promotion form part of these Conditions of Entry.
- 2. The Promotion operates under the following permit numbers ACT: TP 22/02363 and NSW: TP/01498
- 3. The Promoter in all States and Territories is Mater Foundation Limited, 14 Stratten Street, Newstead, 4006 (ABN 96 723 184 640) (The Promoter).
- 4. Entries for the Promotion commence at 00:01hrs AEST Monday 12 December 2022 and close at 23:59hrs AEST Sunday 12 March 2023 ("**Promotion Period**"). Entry is open to all IWDFR participant registration types ("**Entrants**").
- 5. Residents of South Australia and Western Australia are not eligible to enter.
- 6. Directors, officers, management, employees and other staff (and the immediate families of directors, officers, management, employees and other staff) of Mater Foundation and their related bodies corporate and agents are ineligible to enter.
- 7. The Promoter reserves the right in their sole discretion to disqualify any individual who the Promoter have reason to believe breached any of these conditions or engaged in any unlawful or otherwise improper misconduct calculated to jeopardise the fair and proper conduct of the competition. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
- 8. To enter, Entrants (Residents of Australia, over the age of 18 years at 13 March 2022 must raise \$50 or more and this total be visible on their Fundraising Page on the International Women's Day Fun Run 2023 website www.womensdayfunrun.com.au) at the promotion close date.
- 8.1. To gain an <u>additional</u> entry, Entrants must raise \$500 or more and this total be visible on their Fundraising Page on the International Women's Day Fun Run 2023 website at the promotion close date.
- 9. Each valid entry received during the Promotion Period will be placed in the related Major Prize Draw.
- 10. There is a maximum of two (2) entry per Entrant.
- 11. There is a total of one major prize winner ("Major Prize Winner)
- 12. First Prize Package total value up to \$12,000.00 RRP and includes:
 - 12.1. \$8,000 luxury accommodation voucher for Yangaro Resort (Funnel Bay, Queensland)
 - 12.2. 1 x \$1.500 Mastercard ('Confetti') Gift Card
 - 12.3. Up to \$2,500 contribution to return economy flights for four adults from the winners' capital city to Whitsundays Coast Airport (PPP), provided in form of Flight Centre gift cards.
- 13. The Major Prize draw will take place at 11:00 AEST on Wednesday, 22 March 2023, 14 Stratton Street, Newstead, 4006 or remotely by Microsoft Teams.
- 14. The Major Prize Winners will be advised within five (5) business days of the draw and their name may be published on www.womensdayfunrun.com.au
- 15. The Major Prize Winner will be contacted by email with details of how to claim their prize.
- 16. Entries must be received by the Promoters within the Promotion Period. Entries are deemed to be received upon a verified donation being received to a participant's fundraising page at www.womensdayfunrun.com.au during the promotion period.
- 17. **Prizes**
- 17.1. The value of the prize pool is accurate at the date of commencement of the Promotion Period. The Promoter accepts no responsibility for any variation in the value of the Prize after that date.
- 17.2. The Promotor will pay the major prize winners' mandated \$2,000 resort deposit, which will be refunded to The Promotor upon the winners' completion of their resort stay. Any damages to the property identified and directed by Yangaro Resort (Terms & Conditions), above the resort deposit will be payable to and dealt directly with Yangaro Resort.
- 17.3. The Prize cannot be transferred, exchanged, redeemed for cash and it must be taken in one booking.
- 17.4. The Promoter's decision is final and no correspondence will be entered into, including in the event of a dispute.

- 17.5. If a purchase exceeds the face value of the voucher, you must make up the difference with another payment method; you are liable for all transactions on your voucher.
- 17.6. If for any reason the prize is not used by the expiry date identified on the voucher/s, the prize, or any remaining portion of the prize will be forfeited. Voucher will be valid for 1 year from draw date. If a winner does not use the full \$8,000 for accommodation, the remaining credit can be used as resort credits in the same booking.
- 17.7. The Promoter accepts no responsibility for lost or stolen vouchers.
- 17.8.If Major Prize Winner is a resident of Victoria, the \$1,500 Mastercard Gift Card per Clause 12.2, will be a Coles Myer Group Card.
- 17.9. Where Mater Foundation is unable to verify or contact a winner or any prize remains unclaimed after all reasonable attempts have been made to locate or otherwise contact the winner, the prize will be held for 2 months, after which time the Promoter will hold an unclaimed prize draw to select an alternative winner. The unclaimed prize draw will be held on Wednesday 24 May 2023. The alternative winner will be notified in writing within 5 days of the unclaimed prize draw about the amount of the prize and of the time and place at which it may be collected.

18. Entry to Promotion

- 18.1. The Promoter reserves the right to validate and check the authenticity of entries and to disqualify any entrant for tampering with the entry process.
- 18.2. The Promoter and its associated agencies or companies accept no responsibility for lost, late, stolen, damaged or misdirected entries.
- 18.3. The Promoter has no control over internet or mobile telecommunications, network lines, bugs, viruses or server problems, and accepts no responsibility for any problems associated with them, for whatever reason.
- 18.4. Any entry that is lodged by automatic, repetitive, robotic, programmed or similar methods will be deemed void as determined in the absolute discretion of the Promoter.
- 18.5. All entries become the property of the Promoter.

19. No Liability

- 19.1. If any act or omission, event or circumstance occurs which is beyond the reasonable control of the Promoter and which prevents the Promoter from complying with these Conditions of Entry, the Promoter will not be liable for any failure to perform or any delay in performing its obligations.
- 19.2. The Promoter reserves the right, subject to any applicable law, to cancel, terminate, modify or suspend the Promotion.
- 19.3. The Promoter will not be liable for any loss or damage whatsoever which is suffered, including but not limited to indirect or consequential loss, or for any personal injury suffered or sustained as a result of receiving, taking or using any Prize except for any liability which cannot be excluded by law.
- 19.4. The Promoter accepts no responsibility for any tax liability incurred as a result of participating in this Promotion. Any tax liability arising as a result of accepting any Prize is the responsibility of the Winner.

20. Consent

- 20.1. By entering the Promotion, the entrant consents to the Promoter's privacy policy available at www.materfoundation.org.au/privacy. The Promoter is required to collect personal information about the entrant under the gaming laws in Australia in order to conduct the Promotion. If the entrant does not provide the required personal information to the Promoter, the entrant cannot enter the Promotion.
- 20.2. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event that they are a winner in any media for an indefinite period of time without remuneration for the purpose of promoting this Promotion, including any outcome, and / or promoting any products manufactured, distributed and/or supplied by the Promoter.

21. Communication

- 21.1. The Promoter's may forward future communications including newsletters, special offers and promotions from Mater unless otherwise advised by the entrant, and of marketing the Promoter's products and services, including by direct marketing techniques. The Promoter may disclose the entrant's personal information to third parties including those involved in the administration of the Promotion, notifying and announcing the Winners, the supply of Prizes, and the relevant gaming authorities.
- 21.2. If you do not want to receive further communication from the Promoters (other than information that relates to this service) please contact our Supporter team via Foundation@mater.org.au or by calling 07 3163 8000.
- 21.3. If you have any questions about privacy, including updating and/or changing personal information or obtaining a copy of the Mater Privacy Policy please contact our Privacy Officer via Foundation@mater.org.au or by calling 07 3163 8000.
- 22. Failure of the Promoters to enforce any of their rights at any stage does not constitute a waiver of those rights.