

## Terms and Conditions

### Mater Smiling for Smiddy 'Win the weight of your bike in chocolate' promotion

1. Entry into the Mater Smiling for Smiddy (MS4S) 'Win the weight of your bike in chocolate' promotion ("**Promotion**") is deemed to be an acceptance of these Conditions of Entry. Information on how to enter the Promotion and prizes associated with the Promotion form part of these Conditions of Entry.
2. Entries for the Promotion commence on 00:01hrs AEST Friday 16 October 2020 and close at 11:59hrs AEST Sunday 1 November 2020 ("**Promotion Period**").
3. Entry is open to MS4S Noosa Triathlon participants ("**Entrants**").
4. 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.
5. 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.
6. To enter, Entrants must do the following during the Promotion Period.
  - Fundraise using their own Team Smiddy at Noosa Triathlon Fundraising Page;
  - The fundraiser who receives the highest number of donations during the promotion period will be deemed the winner of the promotion;
  - Only donations received via their fundraising page during the Promotion Period will be accepted;
  - The weight of the bike will be determined according to the bicycle manufacturers published bicycle specifications according to the manufacturer's official website or 8 kg whichever is lower;
  - If no official weight is available or provided by the manufacturers official website we will deem the weight to be 8 kg.
  - In the event of a tie with one or more eligible participants the prize of 8 kg of chocolate will be divided equally between all winners.
  - The prize will be a pre-selected range of Cadbury chocolates, no exchanges, refunds or alterations will be allowed.
7. Every 2020 Team Smiddy at Noosa Triathlon participant with an active fundraising page is eligible to enter the Promotion.
8. There is a total of one prize to a maximum of 8 kg of Cadbury's chocolates.
9. The recommended retail price as at time of publication is \$127.50
10. The winner(s) will be announced at 11:30 AEST on Tuesday 3 November 2020 at Mater Foundation Offices, 620 Stanley Street, Woolloongabba Qld.
11. The Winner(s) will be advised via phone or email provided on their Noosa Triathlon entry.
12. The Winner(s) will receive their prize by collection from Mater Foundation Offices or by alternative arrangement.

13. Entries must be received by the Promoters within the Promotion Period. Entries are deemed to be received upon achieving the entry conditions listed in condition 7 above.

#### 14. Prizes

- 14.1. The Prize cannot be transferred, exchanged or redeemed for cash.
- 14.2. The Promoter's decision is final and no correspondence will be entered into, including in the event of a dispute.
- 14.3. If the Prize Winner is under the age of 18 years (where entry by persons under 18 is permitted), the Promoter will award the prize to the Prize Winner's parent or guardian.

#### 15. Entry to Promotion

- 15.1. The Promoter reserves the right to validate and check the authenticity of entries and to disqualify any entrant for tampering with the entry process.
- 15.2. The Promoter and its associated agencies or companies accept no responsibility for lost, late, stolen, damaged or misdirected entries.
- 15.3. 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.
- 15.4. 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.
- 15.5. All entries become the property of the Promoter.

#### 16. No Liability

- 16.1. 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.
- 16.2. The Promoter reserves the right, subject to any applicable law, to cancel, terminate, modify or suspend the Promotion.
- 16.3. 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.
- 16.4. 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.

#### 17. Consent

- 17.1. By entering the Promotion the entrant consents to the Promoter's privacy policy available at [www.materfoundation.org.au/privacy](http://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.
- 17.2. 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.

## 18. Communication

- 18.1. 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.
  - 18.2. If you do not want to receive further communication from the Promoters (other than information that relates to this service) please contact our Supporter Operations team via [FundraisingOperations@mater.org.au](mailto:FundraisingOperations@mater.org.au) or by calling 07 3163 5666.
  - 18.3. 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 [FoundationPrivacy@mater.org.au](mailto:FoundationPrivacy@mater.org.au) or by calling 07 3163 8000.
19. Failure of the Promoters to enforce any of their rights at any stage does not constitute a waiver of those rights.
20. The Promoter in all States and Territories are Mater Foundation, 620 Stanley St, Woolloongabba, 4102, (ABN 96 723 184 640) **(the Promoter)**.