

Terms and Conditions – Team Smiddy at Noosa Triathlon

Fundraise to win promotion

1. Entry into the Team Smiddy at Noosa Triathlon (TSNT) **Get a donation to win 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 at 00:01hrs AEST Tuesday 27 July 2021 and close at 11:59hrs AEST Friday 30 July 2021 ("**Promotion Period**").
3. Entry is open to all Team Smiddy at 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 receive an entry, participants must adhere to the following conditions;
 - 6.1. Entrants must receive donations to their TSNT fundraising page during the promotion period;
 - 6.2. Entrants will receive one (1) entry into the draw for every \$50 raised during the promotion period;
 - 6.3. Self-donations by entrants to their own fundraising pages are deemed valid for the purpose of this promotion;
7. Each valid entry received during the Promotion Period will be placed in the related Major Prize Draw.
8. There is one major prize winner ("**Major Prize Winner**") being the first valid entry drawn.
9. The total prize pool is valued at **\$500.00**.
10. The Major Prize Winner will receive:
 - 10.1. A **\$500.00** Australia Post Gift card.
11. The Major Prize draw will take place at 14:00 AEST on Wednesday, 04 August 2021 at Mater Foundation, 620 Stanley Street, Woolloongabba, QLD 4102.
12. The Major Prize Winners will be advised within five (5) business days of the draw and maybe published via the Mater Smiling for Smiddy Facebook Page.
13. The Major Prize Winners will receive their prize by mail.
14. 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 participants fundraising page during the promotion period.
15. Prizes
 - 15.1. 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.
 - 15.2. The Prize cannot be transferred, exchanged or redeemed for cash.
 - 15.3. The prize needs to be activated according to the Terms & Conditions outlined by Australia Post in relation to their Gift Cards (<https://auspost.com.au/money-insurance/buy-gift-cards/auspost-gift-card>).
 - 15.4. The Promoter's decision is final and no correspondence will be entered into, including in the event of a dispute.
 - 15.5. If a purchase exceeds the face value of the gift card, you must make up the difference with another payment method; you are liable for all transactions on your voucher.
 - 15.6. If for any reason the prize is not used by the expiry date identified on the voucher, the prize, or any remaining portion of the prize will be forfeited.
 - 15.7. The Promoter accepts no responsibility for lost or stolen vouchers.
 - 15.8. If the Major 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 Major Prize Winner's parent or guardian.

16.Entry to Promotion

- 16.1. The Promoter reserves the right to validate and check the authenticity of entries and to disqualify any entrant for tampering with the entry process.
- 16.2. The Promoter and its associated agencies or companies accept no responsibility for lost, late, stolen, damaged or misdirected entries.
- 16.3. 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.
- 16.4. 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.
- 16.5. All entries become the property of the Promoter.

17.No Liability

- 17.1. 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.
- 17.2. The Promoter reserves the right, subject to any applicable law, to cancel, terminate, modify or suspend the Promotion.
- 17.3. 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.
- 17.4. 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.

18.Consent

- 18.1. 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.
- 18.2. 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.

19.Communication

- 19.1. 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.
- 19.2. 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 Foundation@mater.org.au or by calling 07 3163 5666.
- 19.3. 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 or by calling 07 3163 8000.
- 19.4. Failure of the Promoters to enforce any of their rights at any stage does not constitute a waiver of those rights.
- 19.5. The Promoters in all States and Territories are Mater Foundation, 620 Stanley St, Woolloongabba, 4102, (ABN 96 723 184 640) **(the Promoters)**.