Terms and Conditions – RACQ International Women's Day Fun Run 2020

RACQ Dollar Match Day Promotion

- 1. Entry into the RACQ International Women's Day Fun Run 2020 ("**IWDFR**") RACQ Dollar Match Day 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.
- The Promoters in all States and Territories are Mater Foundation, 620 Stanley St, Woolloongabba, 4102, (ABN 96 723 184 640) and The Royal Automobile Club of Queensland Limited ("RACQ"), 2649 Logan Road, Eight Mile Plains 4113 (ABN 72 009 660 575) (together, the Promoters).
- 3. The Promoters reserve the right in its sole discretion to disqualify any individual who the Promoters 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 Promoters' legal rights to recover damages or other compensation from such an offender are reserved.
- 4. Entries for the Promotion commence on 00:01hrs Wednesday, 19 February 2020 and close at 11:59hrs Wednesday, 19 February 2020 ("**Promotion Period**") unless the overall value \$10,000.00 is reached prior.
- 5. Entry is open to registered IWDFR 2020 participants ("Entrants").
- 6. Entrants must receive a donation via their personal fundraising page during the Promotion Period. Donations can be made by searching a name via the RACQ International Women's Day Fun Run website <u>www.womensdayfunrun.com.au.</u>
- 7. The Total Promotion Pool is valued at \$10,000.00 (Total Promotion Pool).
- 8. The Entrant's donations received during the Promotion Period will receive a dollar match from RACQ, up to the value of each donation towards their fundraising goal (**Prize**), provided that the Total Promotion Pool is not exceeded.
- Calculations will be conducted at time of donation and then verified on 20 February 2020 at the Mater Foundation Office at 620 Stanley Street, Woolloongabba, QLD, 4102.
- 10. The RACQ dollar match, not exceeding the Total Promotion Pool in aggregate, will be visible on the valid Entrants fundraising page at the time the donation is made.
- 11. Entries must be received by the Promoter within the Promotion Period. Entries are deemed to be received upon completed donation. Records of the Mater Foundation are final.
- 12. The Promoters' decision is final and no correspondence will be entered into, including in the event of a dispute.
- 13. The Promoters reserve the right to validate and check the authenticity of entries and to disqualify any entrant for tampering with the entry process.
- 14. The Promoters and their associated agencies or companies accept no responsibility for lost, late, stolen, damaged or misdirected entries.
- 15. The Promoters accept 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.

- 16. The Promoters have 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.
- 17. 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. All entries become the property of the Promoter.
- 19. By entering the Promotion the entrant consents to the Promoters privacy policy available at http://www.materfoundation.org.au/privacy. The Promoters are required to collect personal information about the entrants under the gaming laws in Australia in order to conduct the Promotion. If the entrant does not provide the required personal information to the Promoters, the entrant cannot enter the Promotion.
- 20. The Promoters may forward future communications including newsletters, special offers and promotions from the Promoters unless otherwise advised by the entrant, and of marketing the Promoters products and services, including by direct marketing techniques. The Promoters 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. If you do not want to receive further communication from Mater Foundation (other than information that relates to this service) please contact our Supporter Operations team via <u>FundraisingOperations@mater.org.au</u> or by calling 07 3163 5666.
- 22. If you have any questions about privacy, including updating and/or changing personal information or obtaining a copy of the Mater Foundation Privacy Policy please contact our Privacy Officer via <u>FoundationPrivacy@mater.org.au</u> or by calling 07 3163 8000.
- 23. In participating in the Promotion, the Prize Winners agree to participate and cooperate as required in all editorial activities relating to this promotion, including but not limited to being interviewed, video-recorded photographed. The winner agrees to grant the Promoters a perpetual, non-exclusive licence to use such audio, footage and/or photographs in all media worldwide and the winner will not be entitled to any fee for such use. The winner agrees that they will not sell or otherwise provide their story, video and/or photographs to any media or other organisation.
- 24. Entrants consent to the Promoters using their name, likeness, image and/or voice in the event they are a Prize Winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting the promotion (including any outcome), and promoting products manufactured, distributed and/or supplied by the Promoter.
- 25. The Promoters will use its best endeavours to provide the Prize as listed. If the Prize (or any element of the Prize) is unavailable, the Promoters, in their absolute discretion, reserve the right to substitute the Prize (or that part of the Prize) with a prize of equivalent value and/or specification subject to any written directions from a regulatory authority.

- 26. If for any reason this competition is not capable of being conducted by the Promoters as intended, whether because of computer virus, mobile phone failure, bugs, tampering, unauthorised intervention, fraud, technical failures, or any other cause beyond the reasonable control of the Promoter which in the Promoters' opinion affects the administration of the competition, security, fairness or integrity, the Promoters may in their sole discretion, cancel, modify or suspend the competition, subject to the approval of the Office of Liquor and Gaming Regulation in Queensland as may be required.
- 27. Without limiting any other paragraph, the Promoters may at their absolute discretion amend any aspect of this competition or these terms, subject to applicable laws and subject to the approval of the relevant regulatory authorities.
- 28. The Promoters, their related bodies corporate, and the directors, officers, management, employees and other staff of the Promoters and their related bodies corporate (**Promoters' Agents**) will not be liable for any loss or damage or for any personal injury sustained as a result of taking the Prize(s) or entering into this competition. The Promoters and the Promoters' Agents make no representations or warranties as to the quality, suitability or merchantability or any goods or services offered as Prizes. To the extent permitted by law, the Promoters and the Promoters' Agents are not liable for any loss suffered to person or property by reason of any act or omission, deliberate or negligent, by the Promoters or the Promoters' Agents, in connection with the arrangement for the supply, or the supply, of goods and services by any person to the Prize Winners and, where applicable, to any persons accompanying the Prize Winners.
- 29. If, notwithstanding the above, the Promoters or the Promoters' Agents are found to be liable to any person in connection with this competition the Promoters' and the Promoters' Agents maximum aggregate liability is limited to \$1.00.
- 30. To the maximum extent permitted by law, the Promoters and the Promoters' Agents will not be liable to any person for indirect or consequential loss or damage suffered by any person in connection with the entering the competition, or as a result of taking the prize. This applies to all claims, whether such claims are made in tort (including without limitation negligence), in equity, under statute or any other basis.
- 31. The laws of Queensland govern the Promoters' competitions.
- 32. Failure of the Promoters to enforce any of their rights at any stage does not constitute a waiver of those rights.