

## **GUIDE DOGS – PAWGUST 2023 INVITE A FRIEND COMPETITION**

#### TERMS AND CONDITIONS

- 1. The competition ("Competition") is conducted by Guide Dogs Australia and the participating Guide Dogs Organisations in the State or Territory in which the registrant resides for the purposes of participating in PAWGUST ("Promoter").
- 2. Entry to the Competition constitutes acceptance of these terms and conditions. All entry instructions and prize information published by the Promoter form part of these terms and conditions.

#### **ELIGIBILITY**

- 3. The Competition is only open to individuals who have registered to participate in PAWGUST 2023
- 4. If the winner of the prize is under 18, the prize will be awarded to their parents/quardians.
- 5. The Competition commences at 9am AEST on Friday 7<sup>th</sup> July 2023 and closes at midnight AEST on Tuesday 1<sup>st</sup> August 2023 ("Entry Period").
- 6. To enter, entrants must invite a friend to register for PAWGUST 2023 by using the online invite a friend form located within the registration form, or the invite a friend form located on the fundraiser's dashboard. That friend must:
  - a. Not already be registered to participate in PAWGUST 2023
  - b. Complete a registration to participate in PAWGUST 2023 by visiting <a href="https://www.pawgust.com.au">www.pawgust.com.au</a> and completing the online registration form
  - c. Must complete their registration by midnight AEST Tuesday 1<sup>st</sup> August 2023.
- There is no cost to enter the Competition; however internet connection and usage rates may apply. Entrants should obtain details of such costs from their service providers. The Promoter is not and will not be liable for any such costs.
- 8. Entries must be received during the Entry Period. The Promoter takes no responsibility for late, lost, incomplete, incorrectly submitted, illegible or misdirected entries or for any delays or failures in any telecommunications service or equipment.
- 9. The Promoter may reject an Entry if it reasonably forms the opinion that the Entry has been entered using false information or via automated entry means or by use of a competition entry service.
- 10. The Promoter may, at its absolute discretion, declare an Entry made by an Entrant invalid if the Entrant tampers with the entry process, benefits from such tampering or submits an Entry that is illegible, incomplete or not in accordance with these terms and conditions.

# THE PRIZES AND THE WINNERS

- 11. The individual who wins ("Winner") will be selected within 3 days of the competition ending (4<sup>th</sup> August).
- 12. The Winner will be notified via email within two days of the draw.



- 13. This prize will be awarded to a randomly selected eligible PAWGUST 2023 participant who successfully invited a friend to participate in 2023, and that friend successfully registered for PAWGUST 2023 via www.pawgust.com.au during the Entry Period.
- 14. Decisions of the Promoter are final and will be binding on each person who enters the Competition and no correspondence will be entered into.
- 15. The prize on offer is 1 x \$250 Rebel gift card. One gift card will be awarded to the individual who invited a friend.
- 16. Any costs incurred by the Winners in participating in the Competition or claiming the Prizes that are not specified within the terms and conditions are to be borne by the Entrant.
- 17. The Prize notification will state that the Prize has been won and will include instructions as to how the Winners may claim the Prize and establish their entitlement to it. The Winners must be able to prove to the Promoter's reasonable satisfaction, that they satisfy the requirements of being an Entrant pursuant to these terms and conditions.
- 18. Should the prize not be claimed, the Promoter may conduct an unclaimed prize draw at 12noon AEST on 30th August 2023 to distribute any prize unclaimed by that date. The Winner of any unclaimed prize will be notified in writing via the email address provided in the registration form within two days of the draw depending upon the information they provided the Promoter when entering. The name of any prize winner will be published on <a href="https://www.pawgust.com.au">www.pawgust.com.au</a> on 4th August 2023 for a period of not less than 28 days.

### **GENERAL**

- 19. If for any reason the conduct or operation of the Competition is interfered with or disrupted in any way that is outside the control of the Promoter (including by vandalism, power failures, natural disasters, acts of God, civil unrest, strikes, computer bugs or viruses, tampering or technical failures), subject to any relevant lotteries or gaming authority regulation's, the Promoter reserves the right to cancel, terminate, modify or suspend or recommence the Competition.
- 20. The Promoter assumes no responsibility for:
  - a. any error, omission, interruption, or delay in the operation or transmission of any communication sent to (or by) the Promoter or any Entrant whether caused by problems with communication networks or lines, computer systems, software or internet service providers, congestion on any carrier network or otherwise,
  - b. any theft, destruction or unauthorized access to, or alteration of such communications;
  - c. any problem with, or technical malfunction of, any computer system or other equipment used for the conduct of the Competition;
  - d. any incorrect or incomplete information which may be communicated in the course of the administering this Competition (whether as a result of one of the foregoing causes or otherwise);
  - e. any delay in delivery, or failure of safe delivery of the Prize.
- 21. All of the Promoter's decisions are final and no correspondence will be entered into. If for any reason any element of the Prize becomes unavailable or not capable of being delivered to the Winners for any reason beyond the



- Promoter's reasonable control, the Promoter will have no obligation to provide a similar prize to the Winners or otherwise compensate the Winners in any way.
- 22. All Entrants enter the Competition at their own risk and the Winner accept the Prize at his or her own risk. Except for any liability that cannot be excluded by law, the Promoter, its associated companies and agencies and any of their personnel (the "Relevant Parties") exclude all liability in respect of any loss (including any damage, claim, injury, cost or expense) which is suffered or incurred by any Entrant in connection with the Competition or Prize, including without limitation:
  - a. any indirect, economic or consequential loss;
  - b. any loss arising from the negligence of a Relevant Party;
  - c. any liability for personal injury or death.
- 23. Nothing in these Terms and Conditions exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees under the *Competition* and *Consumer Act 2010* (Cth) or similar consumer protection legislation in the States or Territories.
- 24. The Promoter may request that the Winners sign and return a deed of release as a condition of the Prize being awarded. If the Winners fail to sign and return such release, the Winners may forfeit the Prize.
- 25. All Entrants consent, by entering the Competition to the Promoter using their name, likeness, image and/or voice (including any photograph, film and/or recording of them) in any media at any time or times (for an indefinite period) without compensation, financial or otherwise, for the purpose of promoting this Competition, the Promoter and/or any of the Promoter's products.
- 26. Prizes are not transferrable or redeemable for cash and are subject to availability.

# PRIVACY, DISCLOSURE AND CONSENT TO USE INFORMATION

- 27. The Entrant acknowledges and permits the Promoter during and after the Competition to collect, store, handle, access, manage, transfer, use and disclose personal information about the Entrant, including but not limited to name, email, phone number, suburb, age and image in relation to the Promoter's business activities and for the purpose of conducting and promoting the Competition (including but not limited to determining and notifying the Winners) and may for this purpose disclose such personal information to third parties, including agents, contractors, service providers and Prize suppliers, some of which may be located outside of Australia. The Promoter may also disclose personal information collected to Australian regulatory authorities, such as the regulators of trade promotions.
- 28. The collection, use and disclosure of all personal information will be in accordance with the Promoter's Privacy Policy which can be found at this LINK. The Privacy Policy also contains information about how Entrants may opt-out, access, update or correct their personal information, make a complaint and how such complaints will be dealt with by the Promoter.