

## **“AVA Western Australia Conference 2023 - Greencross” Competition**

### **Terms and Conditions (Game of Chance)**

#### **1. GENERAL**

- a. Information on how to enter the AVA Western Australia Conference Greencross Competition (**Competition**) and the ‘prizes’ form part of these Terms and Conditions. Entry into this Competition is deemed acceptance of these Terms and Conditions. To the extent of any inconsistency between these Terms and Conditions and any other reference to this Competition, these Terms and Conditions prevail.

#### **2. ELIGIBILITY**

- a. Entry is open to residents of Australia who attended the AVA Western Australia Conference 2023 conference event at Ridges Hotel Fremantle held from Friday 10 November 2023 to Sunday 12 November 2023 (**Entrants**).
- b. The following persons are ineligible to enter the Competition:
  - i. directors or employees of the Promoter;
  - ii. any immediate family members of any director or employee of the Promoter; and
  - iii. any other person prohibited by law.

#### **3. PROMOTER**

- a. The Promoter is Greencross Pty Ltd (ABN 58 119 778 862) and Greencross Operations Pty Ltd (ACN 130 686 743) of Quarter One, Level 2, 1 Epping Road, North Ryde, NSW 2113 Australia.

#### **4. CONDITIONS OF ENTRY**

- a. The Promotional Period begins on Friday, 10 November, 2023 at 5:00 PM AWST, and will end on Sunday, 12 August, 2023 at 11:59 PM AWST (**Promotional Period**).
- b. To enter and to be eligible to win the prize, Entrants must, during the Promotional Period:
  - i. visit <https://smrtr.io/h5Y6v> and submit a completed entry form;
  - ii. accept these Terms and Conditions; and

- iii.
- iv. comply in full with these Terms and Conditions at all times.
- c. Entrants must comply with these Terms and Conditions. The Promoter's decisions shall be final and the Promoter will not engage in any correspondence with respect to its decisions except as required by law.
- d. An Entrant may submit up to one (1) entry. Multiple entries from the same person (including with different email addresses) will be disqualified.
- e. Entries will be deemed to be accepted at the time of receipt and not at the time of transmission. Incomplete, incomprehensible or false entries will be deemed invalid.
- f. The Promoter is not responsible for late, lost or misdirected entries. In case of dispute as to identity of Entrant, entry will be deemed to have been made by the registered user of the e-mail account, and if a prize is won, will be awarded to the registered user, if eligible.
- g. The use of any automated entry software or any other mechanical or electronic means that allows an Entrant to automatically enter repeatedly is prohibited and will render all entries submitted by such Entrant invalid.
- h. The Promoter reserves the right to disqualify any Entrant submitting an entry which, in the opinion of the Promoter, includes objectionable content, including but not limited to profanity, nudity, potentially insulting, scandalous, inflammatory or defamatory language. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
- i. The Promoter reserves the right at its sole discretion to disqualify any Entrant if it considers the Entrant has:
  - i. tampered with the entry process or the operation of the competition; or
  - ii. breached these Terms and Conditions.
- j. If an Entrant's contact details change during the Promotional Period, the Entrant must promptly notify the Promoter of the relevant change. A request to access or modify any information provided in an entry should be in writing and directed to Promoter.

## **5. WINNING**

- a. This is a game of chance. Skill plays no part in determining the winner. All valid entries have a fair and equal chance of winning.

- b. The winner will be randomly selected from the pool of valid entries by using a computerised number generation system. The winner will be the first one (1) eligible entry drawn.
- c. The winner will be drawn at 12:00 PM AEST on 14 November 2023 at the Promoter's premises, Quarter One, Level 2, 1 Epping Road, North Ryde, NSW 2113 Australia (**Drawing Date**).
- d. The winner's name will be published on the Drawing Date at [www.greencrossvets.com.au/event-winners](http://www.greencrossvets.com.au/event-winners) . The winner will be notified by email by 5:00 PM AEST on the Drawing Date.
- e. The results will be published at [www.greencrossvets.com.au/event-winners](http://www.greencrossvets.com.au/event-winners) by 11:59 PM AEST on 14 November 2023, with such publication available on the website of the Promoter for 28 days.
- f. The Promoter reserves the right to conduct a second drawing if:
  - i. an Entrant claiming to be a winner is in breach of these Terms and Conditions
  - ii. an Entrant claiming to be the winner is unreachable or unidentifiable; or
  - iii. the prize has not been accepted or claimed within 28 days of the Drawing Date.
- g. If a winner is under the age of 18, the Promoter may, at its discretion, award their prize to the winner's parent or legal guardian.

## **6. PRIZE DESCRIPTION AND VALUE**

- a. There will be one (1) winner and one (1) prize awarded. Total prize pool value is up to AUD\$300 (including GST).
- b. The prize value is AUD\$300 to be delivered via registered post or at the discretion of the Promoter.
- c. Unless otherwise expressly stated, prize values are based upon the recommended retail prices at the time of first publication of these Terms and Conditions (inclusive of GST). The Promoter accepts no responsibility for change in prize value between now and the ultimate prize redemption date.
- d. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.
- e. Prizes cannot be transferred, exchanged or redeemed for cash.

- f. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements.
- g. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.
- h. Prize must be taken within 28 days of the Drawing Date. In the event a winner does not take the prize by the time stipulated, then the entire prize will be forfeited by the winner and cash will not be awarded in lieu of the prize.
- i. Gift vouchers are subject to the terms and conditions imposed by the gift card provider. Once awarded, the Promoter is not liable for any voucher that has been lost, stolen, forged, damaged or tampered with in any way.
- j. The Promoter may substitute the prize for a similar prize of equal or greater value if:
  - i. the winner agrees in writing; or
  - ii. the original prize is unavailable due to circumstances beyond the control of the Promoter.

## **7. RELEASE OF LIABILITY**

- a. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth), as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia (**Non-Excludable Guarantees**). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including their respective officers, employees and agents) exclude all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.
- b. The Promoter reserves the right, at any time, (subject to State and Territory legislation), to cancel or suspend this contest should a virus, bug or other cause beyond its reasonable control corrupt the security or proper administration of the contest and award prizes based upon votes received prior to date of the withdrawal.
- c. The Promoter shall not be held responsible for unavailable network connections; failed, incomplete, incorrect or inaccurate entry information, destroyed or late transmissions; failures of any Internet networks, computer and phone equipment, software or any other technical problems or human errors; or any failed communication or circumstance affecting, damaging or altering the contest in any way, including, but not limited to, the receipt of entry forms, the Entrant's eligibility for the contest, the notification of the winner, and their reply to this

notification; or for any damage to an Entrant's computer resulting from participating in the Competition or downloading any material required to participate.

- d. Any entry form or attempt to register using electronic means, information technology or other means contrary to the spirit of this Competition (e.g., computer piracy, mass emailing, etc.) will be rejected automatically and could be referred to the judicial authorities of competent jurisdiction. Every automated entry form will be flagged and rejected.
- e. To the extent permitted by law, the Promoter will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, misadventure, accident, personal injury, death, damage or claim which is suffered or sustained (whether or not arising from any person's negligence) resulting from participation in this Competition.
- f. In the case of the intervention of any outside person or event which changes the result or prevents or hinders the determination of the Competition, including but not limited to vandalism, power failures, tempests, acts of terrorism, natural disasters, civil unrest, strikes or any other event beyond the control of the Promoter, the Promoter may in its discretion cancel, terminate, modify or suspend the Competition and recommence it from the start on the same conditions subject to any government regulation.

## **8. PRIVACY AND INTELLECTUAL PROPERTY**

- a. The Promoter collects personal information (**PI**) in order to conduct the promotion. PI may also be used by the Promoter to:
  - i. contact you about employment or engagement opportunities with the Promoter; and
  - ii. send you promotional and marketing materials.

Entry is conditional on providing this PI. The Promoter will use and handle PI as set out in their Privacy Policy, which can be viewed at <https://www.greencrossvets.com.au/privacy-policy/>, together with other terms such as our privacy collection statement.

- b. All entries and entry information become the property of the Promoter and none will be returned. To facilitate participation in the Competition, the Promoter may disclose an Entrant's PI to other partners associated with this competition. By entering the Competition, unless otherwise advised, each Entrant acknowledges and agrees to the Promoter collecting the Entrant's PI and entering the same in a database.
- c. Entrants' personal information may also be disclosed to State and Territory lottery departments or to another government authority, as required by law. A

request to access, update or correct any personal information should be directed to the Promoter. This competition is subject to State and Territory laws and is null and void where the law prohibits it.

- d. In addition to any use that may be outlined in the Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for marketing, research and profiling purposes, including sending electronic messages or telephoning the Entrant. The Privacy Policy and privacy collection notice also contains information about how Entrants may opt out, access, update or correct their PI, how Entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with.
- e. You consent to the use of your name (including posting first name and last initial) for promotional purposes and media editorial requests regarding this competition, without compensation. The winner's name will be posted on [www.greencrossvets.com.au/event-winners](http://www.greencrossvets.com.au/event-winners) after the prize is awarded. This information may not be published elsewhere without the written permission of the Promoter.
- f. This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook or LinkedIn. By entering and participating, the Entrant agrees to hold harmless Facebook or LinkedIn from and against any and all claims, demands, liability, damages or causes of action (however named or described), losses, costs or expenses, with respect to or arising out of or related to an Entrant's participation in the Competition, or an Entrant's participation in any Prize related activities, acceptance of a Prize and/or use or misuse of a Prize (including, without limitation, any property loss, damage, personal injury or death caused to any person(s)).