

# 2017 Stawell Gift – Cadbury Easter Egg Hunt Registration Promotion

## TERMS & CONDITIONS

### PARTICIPATION

This competition ("Competition") is conducted by is Stawell Athletic Club Inc. **ABN 63 873 253 543** trading as Stawell Athletic Club, 6 Main St, Stawell VIC 3380. ("Promoter").

1. Entry to the Competition constitutes acceptance of these conditions.
2. The Competition is only open to Eligible Entrants. An "Eligible Entrant" is an individual who: (i) is a resident of Australia aged 13 years or older as at the time of entry; and (ii) is not an employee of the Promoter or any of its related corporations or any of their agencies associated with the Competition; and (iii) is not a spouse, defacto spouse, parent, child or sibling (whether full, half, step or by adoption) of such an employee. An Eligible Entrant who is under 18 years of age, must obtain the permission of a parent or guardian to enter.
3. The Promotional Period will commence on Tuesday 28 March and conclude on Sunday 16 April, 2017. All times and dates are times and dates in Melbourne, Victoria which may be AEST or AEDT depending on the date.

### ENTRY

4. Entrants become immediately eligible to win by registering for the Cadbury Easter Egg online at the following website address:  
<http://www.stawellgift.com/off-the-track/cadbury-family-day/>
5. The Promoter may, at its absolute discretion, declare any or all entries made by an Eligible Entrant invalid if the Eligible Entrant: (i) fails to establish their entitlement to enter the Competition to the Promoter's reasonable satisfaction; or (ii) in the Promoter's reasonable opinion, tampers with the entry process or benefits from such tampering; or (iii) in the Promoter's reasonable opinion, submits an entry which is not in accordance with these conditions.

### INTERNET ENTRIES

6. Any costs associated with participating in this Competition including but not limited to accessing the Competition Website are the responsibility of the person seeking access and are dependent on the internet service provider used.

7. Eligible Entrants must make their entries manually via the Internet only using a compatible browser. The Promoter may reject internet entries if it reasonably forms the opinion that they have been entered using automated entry means or by use of a competition entry service.

## **PRIZES**

8. All persons who register for the Cadbury Easter Egg Hunt via website <http://www.stawellgift.com/off-the-track/cadbury-family-day/> will go into the draw to win one of three major prizes
9. The Major Prize Draws will take place at the Stawell Athletic Club, 6 Main Street, Stawell VIC, 3380 at 11:30am on Sunday 16 April, 2017.
10. The first three (3) valid entries drawn from the Major Prize Draw will each win a Cadbury Hamper valued at \$100.
11. The maximum total value of all prizes is \$300
12. If a prize (or part of a prize) is unavailable for any reason, the Promoter will, in its absolute discretion, substitute alternative goods or services of no lesser retail value and/or specification, subject to the approval of the authorities that have issued permits for the conduct of the Competition. The Promoter accepts no other liability or responsibility for any loss incurred by a winner or any other party if a prize (or part of a prize) is unavailable for any reason.
13. A right to receive a prize is not transferable or exchangeable and cannot be taken as a monetary payment, unless otherwise specified.
14. Unless expressly stated in these conditions, all expenses incurred in relation to enjoyment of a prize are the responsibility of the winner.
15. In order to be entitled to any prize, each winner must, if requested by the Promoter, agree to and sign and return an eligibility form confirming their compliance with the conditions and eligibility to accept the prize and if the prize involves travel, the winner and any companion must as a condition of accepting the prize sign the Promoter's deed of indemnity and exclusion of liability. The winner will forfeit his/her prize if he/she fails to ensure that all documents relating to the prize are signed and returned in accordance with this condition, as and when required by the Promoter.

## **GENERAL**

16. If for any reason the conduct or operation of the Competition is interfered with or disrupted in any way by a cause outside the reasonable control of the Promoter (including by vandalism, power failures, natural disasters, acts of God, civil unrest, strikes, tampering, computer bugs or viruses or technical failures), the

Promoter reserves the right to cancel, terminate, modify or suspend or recommence the Competition, subject to the approval of the authorities that have issued permits for its conduct.

17. The Promoter assumes no responsibility for: (i) any error, omission, interruption, or delay in the operation or transmission of any communication (including entries) 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, (ii) any theft, destruction or unauthorized access to, or alteration of such communications; (iii) any problem with, or technical malfunction of, any computer system or other equipment used for the conduct of the Competition.
18. In the event of any of the circumstances set out in clause 52 above, the Promoter may (subject to relevant state and territory lottery regulations and where necessary with the approval of the relevant lottery authority) modify, cancel, terminate or suspend the promotion.
19. Caution: any attempt to cause damage to any website or the information on any website associated with this promotion or to otherwise undermine the fair and legitimate operation of this competition may be a violation of criminal and civil laws. The promoter reserves the right to seek damages to the fullest extent permitted by law in the event that any such attempt is made, whether or not that attempt results in any such damage, interference or undermining.
20. All of the Promoter's decisions are final and no correspondence will be entered into.
21. To the full extent permitted by law, the Promoter, its associated companies and agencies and all those entities' personnel (the "Relevant Parties") exclude all liability for any loss (including any damage, claim, injury, cost or expense) which is suffered or incurred by any Eligible Entrant in connection with the Competition or prizes, including: (i) any indirect, economic or consequential loss; (ii) any loss arising from the negligence of a Relevant Party; (iii) any liability for personal injury or death. Nothing in these conditions is intended to exclude, restrict or modify an entrant's rights under the Competition and Consumer Act 2010.
22. If any provision of these conditions is unenforceable for any reason, it will be severed and the remaining provisions will remain in full force and effect.
23. Each winner consents 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 without remuneration for the purpose of promoting this Competition, the Promoter and/or any of the Promoter's products.

24. The Promoter (***Stawell Athletic Club, we, us*** or ***our***) collects your personal information via this entry form when you submit an entry to this Competition (***Promotion***).

We collect this personal information for the purposes of your entry into the Promotion, and to send you marketing communications about our brands, products and/or services. We may also use the personal information you give us to provide prizes, for consumer care and research purposes, and for other purposes, as described in our privacy policy.

If we do not collect the personal information you have provided in the entry form, you may not be able to submit a valid entry into the Promotion and may not be able to receive communications about our brands, products and services which may be of interest to you.

We may disclose your personal information to our family of companies and to our vendors or service providers. We require these companies to comply with the Australian privacy laws that apply to your personal information.

Our privacy policy contains information about:

- (a) how you may access the personal information that is held by us and seek correction of such information; and
  - (b) how you may complain about a breach of the Australian Privacy Principles, or a registered privacy code that binds us, and how we will deal with such a complaint.
25. Each Eligible Entrant must ensure that any other person whose details have been provided by the Eligible Entrant to the Promoter for the purposes of the Eligible Entrant's participation in this Competition has given their implied or express consent for their details to be provided to the Promoter and any of its related companies and to be contacted by the Promoter or any of its related companies in relation to this Competition.