

## **Terms and Conditions**

### **#NoDoor Prize Draw**

#### **Random Number Giveaway**

##### **General**

1. The Promoter is Australian Dysphonia Network Inc, 7 Hanson Avenue Anna Bay, NSW 2316. ABN 61 974 274 234.
2. Information on how to enter and prize offering, forms part of the terms of entry. Entry into the competition is deemed as acceptance of these Terms and Conditions.
3. If there are any inconsistency between these Terms and Conditions and anything else that refers to this competition, these Terms and Conditions prevail.

##### **Who can enter**

4. Each person who purchases a ticket to the #NoBall event will receive numbered door ticket. This ticket constitutes entry in the lucky draw, provided the person is 18 years or older. Board Members of Australian Dysphonia Network and their spouse or partner are excluded.
5. The Promoter reserves the right to request the winner to provide: proof of identity; proof of residency at the nominated prize delivery address; and/or proof of valid entry or registered ownership before being able to claim the prize. The identification, residency and entry details considered suitable for verification is at the discretion of the Promoter. In the event that a winner can not provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.

##### **When to enter**

6. The purchase of a ticket to the #NoBall event constitutes a chance to win a randomly selected 'lucky door prize'. Event tickets go on sale on 16 April 2019 at 00.05 am AEST and concludes on 28 June 2019 at 7.00 pm AEST. Tickets must be purchased and details received by the Promoter prior to this close date and time.
7. The time of entry will in each case, be the time the online entry is received by Australian Dysphonia Network, not at the time of transmission by the entrant.
8. The Promoter accepts no responsibility for any late, lost or misdirected entries including any messages not received by the Promoter (in any format) or delays in the delivery of any message due to technical disruptions, network congestion or for any other reason.

### **How to enter**

9. Entrants may enter the competition by:
  - Website: Logging onto [www.eventbrite.com.au/e/noball-tickets-60110434929](http://www.eventbrite.com.au/e/noball-tickets-60110434929) purchasing a ticket for the #NoBall and registering their details. The cost of accessing the promotional website will be dependent on the entrant's individual Internet Service Provider.
  - Each \$100.00 ticket purchased will be allocated a number in the random number draw.
10. Entrants are required to take full responsibility for the content of their entry and for ensuring that their entry complies with these Conditions of Entry.
11. The Promoter reserves the right to disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these Terms and Conditions of Entry or who has, in the opinion of Promoter, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter.

### **Number of Entries**

12. There is no limit to the number of #NoBall tickets that can be purchased. Each \$100.00 ticket will be numbered.

### **Draw and Notification of Winner**

13. The winner will be the first valid entry number drawn by random number computer selection by the Australian Dysphonia Network (Promoter) at 8.00 pm on 28<sup>th</sup> June 2019 in accordance with these Terms and Conditions.
14. The Promoter's decision is final and the Promoter will not enter into any correspondence regarding the outcome or any other decisions the Promoter makes in connection with the Promotion.
15. The lucky draw winner will be notified by telephone or email within three business days of the draw. The winner of the prize will be published on [www.australiandysphonianetwork.org](http://www.australiandysphonianetwork.org) and associated social media platforms.
16. The prize will be awarded to the person named on the ticket, however it may be transferred to another person (ref clause 21).

17. Should an entrant's contact details change during the promotion period, it is that person's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.
18. Subject to State Regulation an unclaimed prize draw will take place on 1<sup>st</sup> August 2019 AEST. The winner of the unclaimed prize draw will be notified by telephone or email within three business days of that draw.

**Prize on Offer**

19. There is only one prize with total value of \$3,000.00 (including GST). The prize is a \$3,000.00 open travel voucher and is to be taken before 28<sup>th</sup> June 2020.
20. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.
21. The prize can be transferred to another person, however it cannot be exchanged or redeemed for cash.
22. It is a condition of accepting the prize that the winner must comply with all the conditions of its use and the prize supplier's requirements. It is the responsibility of the winner to confirm such conditions with the prize supplier or other relevant third parties.
23. 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.
24. The prize must be taken before the 28<sup>th</sup> June 2020. In the event the 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.
25. The prize is only valid for the date or period specified on the Travel Voucher or by the provider, and is subject to any terms and conditions imposed by the provider. Once awarded, the Promoter is not liable for any voucher that has been lost, stolen, forged, damaged or tampered with in any way.
26. The winner acknowledges and accepts that activities that may form part of the prize may be inherently dangerous and may result in death, injury, incapacity, damage to property or other losses. The Promoter is not responsible for any acts of God, such as adverse weather conditions or industrial action or civil commotion that may take place. The winner must make his or her own enquiries about local issues and conditions at destinations prior to travel.

27. The winner (and their companion/s) are responsible for all other expenses including spending money, meals (unless specified), drinks, transfers (unless specified), laundry charges, activities (unless specified), incidentals, taxes (excluding departure and any other flight associated taxes included within the prize), energy surcharges, gratuities, service charges, passports, visas, travel insurance and all other ancillary costs. Travel insurance is highly recommended to protect against the additional costs incurred in the event of unforeseen circumstances.
28. By purchasing a ticket to #NoBall individuals accept and acknowledge full responsibility for their decision to participate in this prize should they be chosen as the winner. The winner releases the Promoter and other organisers, their related bodies corporate, affiliates, officers, agents and employees, from all liabilities, loss and damage of any kind arising at any time out of or in connection with the acceptance of, and participation in the prize. Without limiting the foregoing, the released parties not be liable for any injury, sickness or death, property loss or damage or other direct or indirect loss or damage of any kind, howsoever sustained or incurred, in connection with or arising out of the prize or any other aspect of the prize. The winner acknowledges that they have been warned that there is a possibility of an accident causing injury, death or property damage in accepting the prize and that he or she may be excluded from participation in the prize if the Promoter or other organisers consider that he or she is not fit to participate.

#### **Further Terms and Conditions**

29. Subject to complying with all relevant State and Territory legislation, the Promoter reserves the right to amend, cancel or suspend this competition if an event beyond the control of the Promoter corrupts or affect the administration security, fairness, integrity or proper conduct of the competition. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this competition.
30. The Promoter, Australian Dysphonia Network and their associated agencies and companies assume no responsibility for any error, omission, interruption ,deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of entries, and reserves the right to take any action that may be available.
31. If for any reason this competition is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, which corrupts or affects the administration , security, fairness or integrity or proper conduct of this promotion; the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be

available, and to cancel, terminate, modify or suspend the competition, subject to any direction given under State Regulation.

32. Entrants are responsible for any cost associated with accessing the promotional website. Access to that site is dependent on the internet service provider.
33. If an entrant uses any form of software or third party application to enter multiple times (including scripting software), organises for a third party to enter on their behalf in breach of these terms and conditions or enters using incorrect contact details, his or her entry will be deemed invalid. If such an entrant wins a prize, the entrant must immediately return the prize to the Promoter. The Promoter has sole discretion to determine whether an entrant has breached this clause. The Promoter reserves the right to request whatever documentation it deems necessary to confirm whether an entrant has breached this clause. Entrants must provide whatever documents the Promoter requires upon request.
34. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize equal or greater value, subject to State and Territory legislation. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
35. The Promoter will make reasonable efforts to deliver prizes to the address provided by the competition winner. If a prize is returned to the Promoter because it could not be delivered to the address provided, the Promoter cannot guarantee that it will be able to resend the prize to the prize winner. The Promoter and its associated agencies and companies will not be liable for any damage to or delay in transit of prizes.
36. The Promoter reserves the right to redraw the prize if an entrant who claims to be a prize winner is unable to satisfy these terms and conditions.

**Copyright, Statutory guarantees, waiver and liability**

37. In consideration for the Promoter awarding the prize to the winner, the winner hereby permits the winner's image and/ or voice, as recorded, photographed or filmed during the winner's participation in the prize to appear in connection with any advertising or marketing thereof, in any media whatsoever throughout the world and the winner will not be entitled to any fee for such use.
38. Each entrant hereby assigns to the Promoter all right, title and interest in and to all copyright and all moral rights in any material created or otherwise submitted to the Promoter in connection with that entrant's entry or participation in any aspect of the

prize. Each entrant warrants that the Promoter is free to use any material, images, recordings or photographs ( including modifying, adapting or publishing such material, whether in original or modified form, in whole or in part or not at all) and to exercise its rights in relation thereto and neither the entrant nor any third party will be entitled to any fee for such use.

39. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the competition and recommence it from the start on the same conditions, subject to any directions given under the State Regulation.
40. The Promoter does not exclude any rights and remedies in respect of goods and services under the Australian Consumer Law in the Competition and Consumer Act (2010) (Australian Consumer Law) which cannot be excluded, restricted or modified. However, the remainder of this clause will apply to the fullest extent permitted by law and the Promoter shall 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 in connection with the prize except for any liability which cannot be excluded by law. The Promoter is not responsible for any incorrect or inaccurate information, either caused by entrant or for any of the equipment or programming associated with or utilised in this competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.
41. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
42. All entries become the property of the Promoter. The Promoter collects personal information about you for the purposes of conducting this promotion. Any disclosure of such information will be made as required by law and in accordance with these terms and conditions but no further use if this information will be made without prior consent.

43. All entries become the property of the Promoter. All opt-in entries will be entered into a database and the Promoter may use entrant's names, addresses and telephone numbers for future promotional, marketing and publicity purposes in any media worldwide without notice and without any fee being paid unless otherwise advised by the entrant. By opting-in, entrants confirm that they allow their details to be used for this purpose. If entrants no longer consent to their details being used for future marketing purposes, the entrant should contact the Promoter on their details set out below. Any request to update, modify or delete the entrant's details should be directed to the Promoter.
  
44. The Promoter collects information about you, including for example your name and contact details which you provide when registering or using our services as well as information from data houses, social media services, our affiliates and other entities you deal or interact with for example by using their services. We collect and use that information to provide you with goods and services, to promote and improve our goods and services, to provide with targeted advertising based on your online activities and for any other purposes that we describe at the time of collection. We may disclose your information to our related companies. If you do not provide us with requested information we may not be able to provide you with the goods and services you require. We may disclose your personal information to authorities if you are a prize winner or otherwise as required by law. Further information about how we handle personal information, how you can complain about a breach of the Australian Privacy Principles, how we deal with a complaint of that nature , how you can access or seek correction of your personal information and our contact details can be found in our Privacy Policy.