

CHANNEL 9 TELETHON “VOLUNTEERS” COMPETITION

TERMS AND CONDITIONS

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this competition is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian residents aged 18 years or over who are volunteers at the premises of the Promoter for the Channel 9 Children’s Hospital Foundation Telethon.
3. Directors, executives and officers (and their immediate family members) of the Promoter and agencies associated with this competition are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
4. The competition commences at 5.00am AEST on Saturday 16 November 2019 and ends at 11:59pm AEST on Sunday 17 November 2019 (“**Competition Period**”).
5. To enter, individuals must, during the Competition Period:
 - (a) Take a photo in the Sunsuper Contact Centre or The Depot at 135 Coronation Drive, Milton.
 - (b) Upload the photo to Instagram and/or Facebook
 - (c) Tag @childrensorgau
 - (d) Hashtag #9telethon and #sunsuper
6. Incomplete or indecipherable entries will be deemed invalid.
7. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant’s identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the competition. Errors and omissions may be accepted at the Promoter's discretion. 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.
8. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.

Prize

9. There will be three (3) Prizes awarded for this competition. Each prize is a \$50 Visa gift card.
10. The photos that get reposted by @childrensorgau will go in the random draw. The winner of the Prize will be drawn at random and the draw will take place at the premises of Sunsuper Pty Ltd at 30 Little Cribb Street, Milton, Queensland 4064 on Monday 18 November 2019 at 12.00pm AEST (“**Main Draw**”).
11. The first three valid entries drawn will win the Prize.

12. The Promoter will contact the winning entrant via their social media. If the Prize remains unclaimed by 5.00pm AEST on Thursday 21 November 2019, a Second Chance Draw will be held at the premises of Sunsuper Pty Ltd at 30 Little Cribb Street, Milton, Queensland 4064 on Friday 22 November 2010 at 10.00am AEST (“**Second Chance Draw**”) to draw the winner of the unclaimed prize. All valid entries will be included in the Second Chance Draw.

General

13. As a condition of entry to this Competition, each entrant agrees that in connection with their participation in this Competition they will not do, or engage in, any activity which:
 - (a) is inappropriate, obscene, offensive, discriminatory, indecent or otherwise objectionable or inappropriate (which includes, without limitation, engaging in any conduct involving public nudity, malice, violence or swearing or conduct which is abusive, harassing, threatening or objectionable with respect to race, religion, origin or gender or engaging in any conduct which is not suitable to be seen or heard by children under age 15);
 - (b) is defamatory, or potentially defamatory, or has the potential to cause damage to any person’s brand or reputation (including, without limitation, the Promoter’s brand or reputation); or
 - (c) breaches any law or infringes the rights (including intellectual property rights) of any person (including, without limitation, the rights of the Promoter).
14. If, in the opinion of the Promoter, an entrant engages in any activity which is prohibited by clause 17 of these Terms and Conditions, the Promoter may deem that entrant ineligible and, where the entrant is the winner of any Minor Prize, the prize (or any part remaining unclaimed) will be forfeited.
15. In the event of war, terrorism, state of emergency or disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the competition, or suspend or modify a prize.
16. If for any reason a winner does not take a prize by the time stipulated by the Promoter, then the prize will be forfeited.
17. If a prize (or part of a prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification.
18. Total prize pool value is at **\$150.00**.
19. The prize (or any unused portion of a prize) are not transferable or exchangeable and cannot be taken as cash.
20. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
21. If this competition is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter,

including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the competition, as appropriate.

22. Any cost associated with accessing the competition page is the entrant's responsibility and is dependent on the Internet service provider used.
23. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States 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 its respective officers, employees and agents) excludes 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 competition.
24. The Promoter collects personal information ("**PI**") in order to conduct the competition and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers and prize suppliers. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <http://www.sunsuper.com.au/content/privacy.cfm>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy 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. All entries become the property of the Promoter. For the purpose of conducting this competition, the Promoter will not disclose entrant's personal information to any entity outside of Australia. Generally, the Promoter may disclose its member's personal information to entities outside Australia only for the purposes and to the locations described in its Privacy Policy.
25. As a condition of accepting a prize, each winner may be required to sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a confidentiality agreement, legal release and indemnity form. In the event a winner is under the age of 18 or does not have legal capacity, a nominated parent/legal guardian of such person will be required to sign the legal documentation required under this clause on their behalf.
26. The Promoter is Sunsuper Pty. Ltd. (ABN 88 010 720 840) of 30 Little Cribb Street, Milton, QLD 4064.