# Learning with Saver Plus (Back to School) Promotion 2023 Terms and Conditions

Promotion name: Learning with Saver Plus Promotion

Promoter: Brotherhood of St Laurence (ABN 24 603 467 024)

Address: 67 Brunswick Street - 3065 Fitzroy

Phone: 03 9483 1183

**Eligible States/ Territories/ Countries**: Australia, New South Wales, Queensland, Victoria, Western Australia, Tasmania, South Australia, Northern Territory, ACT

Promotional Period: 07:00 AM (AEDT) 23 January 2023 to 11:59 PM (AEDT) 14 April 2023

Eligible entrants: This promotion is open to every type of school.

Persons under the age of 18 are not permitted to represent the school and if a winner is discovered to be under the age of 18 (either at the time of entering or winning the draw) they will be automatically disqualified and are not an Eligible Entrant. In this instance a new winner will be drawn.

**Prize**: Three (3) Officeworks Vouchers valued at \$1,000 each and three (3) Rebel Sport \$1,000 vouchers valued at \$1,000 each. **Total Prize value**: \$6000

**Total number of Prizes**: Three (3) Prizes nationally – each of the three (3) winning schools receives one (1) x Officeworks voucher valued at \$1,000 and one (1) x Rebel Sport voucher valued at \$1,000.

**Method of entry**: To enter, a school, kindergarten, preschool or early learning centre assists us in promoting Saver Plus to their community.

For each lead/enquiry recorded in our database that we receive from that community during the promotional period, each school, kindergarten, preschool or early learning centre shall receive one entry into the voucher draw.

**Maximum number of entries**: There is no maximum number of entries. Each school, kindergarten, preschool or early learning centre receives one entry for each verified database lead/enquiry from their community during the promotional period.

**Prize draw details**: The winner(s) of the Prizes will be determined by a random draw from the entries received during the promotional period. The draw will be held on Thursday the 20<sup>th</sup> of April 2023 at 3pm by Randomdraws.com.au (third party).

**Notification of winners**: The winner(s) will be notified in writing via email and verbally on the phone within two (2) business days of the draw. If the winner cannot be contacted, the Promotion will be re-drawn.

**Public announcement of winners**: The name of the winner(s) of the Prize will be published on Saver Plus Facebook page <u>https://www.facebook.com/SaverPlusAU/</u> on the 27<sup>th</sup> of April 2023.

**Claiming the Prize**: The Prize must be claimed by responding to the email providing all details reasonably requested by the Promoter. Prizes must be claimed by no later than 5:00pm AEST on the 5th of May 2023.

**Unclaimed Prizes**: If the Prize has not been claimed in the manner and by the date and time specified above or if the Promoter is unable to contact the winner after having made reasonable attempts to do so, the winner of the Prize may be substituted by the Promoter via a second draw.

If required, the second draw will take place on the 11th of May 2022 at 12pm by randomdraws.com.au from the remaining entrants who have not yet won a Prize. The winner(s) of the Prize in the second draw will be informed in writing via email and verbally on the phone within two (2) business days of determining the winner.

The name of the winner(s) of the Prize will be published on Saver Plus Facebook page https://www.facebook.com/SaverPlusAU/

### Permit reference:

Authorised under ACT permit number:

Authorised under SA permit number:

**Collection of information**: The Promoter's privacy policy applies to the collection of entrants' personal information.

### **Conditions of Entry**

These Terms and Conditions incorporate and must be read together with the details outlined in the Schedule above. By entering the Promotion, each entrant accepts and agrees to be bound by these Terms and Conditions. Where there is an inconsistency between the Schedule and the Conditions described below, the Schedule will prevail.

## **Entering the Competition**

- 1. This is a game of chance and skill plays no part. The Promoter reserves the right, at any time, to request verification of the age, identity, residential address or any other information relevant to an entrant's participation in the Promotion. If a winner cannot provide suitable proof, the winner will forfeit the Prize in whole and no substitute will be provided.
- 2. The Promoter reserves the right to disqualify any entrant who provides false information, fails to provide information that is reasonably requested by the Promoter or fails to respond within a reasonable time to any reasonable request.
- 3. Any information entrants provide will be collected and used by the Promoter for the purpose of conducting this Promotion. If any information requested by the Promoter is not provided, the entrant may not participate in the Promotion. The Promoter may disclose entrants' personal information to its contractors and agents to assist in conducting this Promotion or communicating with entrants. The Promoter is bound by the National Privacy Principles in the Privacy Act 1988. Entrants can request access, update or correct the personal information the Promoter holds about them by contacting the Promoter at the address stated above.
- 4. All entries considered not genuine, incomplete, inappropriate, or offensive by the Promoter for any reason will be disqualified.

Prizes

- 5. Each Prize is not transferable, exchangeable, or redeemable for cash.
- 6. If a Prize is not available for reasons beyond the Promoter's control, the Promoter reserves the right to substitute the Prize with a prize of equal or greater monetary value.
- 7. The Prize must be taken as stated and no compensation will be payable if a winner is unable to use the Prize as stated.

# General

- 8. The Promoter accepts no responsibility for any costs incurred by Participants in entering the Promotion. Prize winners are advised that tax implications may arise from their Prize winnings and they should seek independent financial advice prior to the acceptance of the terms and conditions.
- 9. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of tampering, unauthorised intervention, fraud, technical failures, computer virus, bugs or any cause beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion, or invalidate any affected entries, subject to State and Territory.
- 10. The winners (and their companions) must, at the Promoter's request, participate in all reasonable promotional activity (such as photographs and publicity) surrounding the winning of any Prize, free of charge. The winners (and their companions) agree to granting the Promoter a perpetual and non-exclusive licence to use such footage, photographs and publicity in all media worldwide, including online social networking sites, and the winners (and their companions) will not be entitled to any fee for such activity.
- 11. The Promoter accepts no responsibility for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, technical problems or traffic congestions on the Internet or at any website, or any combination thereof, including but not limited to, any injury or damage to participants or any other person's computer related to or resulting from participation in this Promotion.
- 12. The Promoter acknowledges that the promotion is in no way sponsored endorsed or administered by or associated with Facebook. Facebook membership and the use of Facebook generally are subject to the Facebook prevailing terms and conditions of use available at facebook.com.
- 13. The Promoter accepts no responsibility for entries not received, for whatever reason, including but not limited to late, lost, misdirected entries or otherwise disqualified entries. The Promoter is not responsible for inaccurate details supplied by the participants.
- 14. Subject to applicable law, the Prize winner will not directly or indirectly make, or cause to be made, derogatory or disparaging communication about the Prize of the Promoter.
- 15. The Promoter does not accept any responsibility for any infringement of any third-party rights caused by entrants entering this Promotion, sole liability rests with the entrants.
- 16. You agree to be bound by the decisions of the Promoter, which are final in all matters relating to the Promotion, subject to State and Territory legislation. No correspondence will be entered in respect of the Promoter's decisions.
- 17. The Promotion and these Competition Terms and Conditions shall be governed by and construed in accordance with the laws of Australia.

- 18. Subject to statutory restrictions, the Promoter may amend these Competition Terms and Conditions at its sole discretion.
- 19. Any entrant found to have used a third party (including online competition entry site) to enter on their behalf will have all entries invalidated and any claim they have to any Prize will be invalidated.

# Liability

- 20. 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').
- 21. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, you agree to release and the Promoter excludes all liability for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for personal injury which is suffered or sustained, as a result of a person entering the Promotion.