

# TERMS AND CONDITIONS

## SAVER PLUS REFER A FRIEND DRAW 2024

**Promotion name:** Saver Plus Refer A Friend Draw 2024

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

**Address:** 67 Brunswick Street, Fitzroy VIC 3065

**Phone:** 03 9483 1183

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

**Promotional Period:** 9:00am (AEST) Monday 15 July 2024 to 5:00pm (AEST) Friday 16 August 2024

**Eligible entrants:** This promotion is open to current participants of the Saver Plus program and previous participants who have successfully completed the Saver Plus program who currently live within the Eligible States as listed above. This Promotion is eligible to individual persons only, businesses or corporate entities of any kind are not Eligible Entrants.

An Eligible Entrant must be at least 18 years old.

Directors, management and employees of the Promoter and their immediate family are not permitted to enter and are not Eligible Entrants.

Persons under the age of 18 are not permitted to enter 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.

Entrants can win a maximum of ONE (1) Coles voucher valued at \$500

**Prize:** 6 Coles gift vouchers valued at \$500 each

**Total Prize value:** \$3,000

**Total number of Prizes:** 6 Prizes nationally

**Method of entry:** To enter, prior to the end of the July 2024 (the Promotional Period) people (the referrer, who is either a current or successfully completed past participant of the Saver Plus program) must:

(a) refer eligible friends, family or colleagues to the Saver Plus program

(b) provide their unique code to their friends or family before the friends and family enquire (as the unique code is used to enter the referrer into the draw)

Note that if a past participant received information about the promotion via text message and does not have a unique code, their friends or family can quote their full name and the mobile number the text message was sent to and we will be able to enter them into the draw

(c) if the referee (the friend, family member or colleague of the referrer) enrolls into the program, the referrer receives one entry

(d) if more than one referee enrolls into the program, the referrer can receive more than one entry

**Maximum number of entries:** There is no maximum number of entries. The number of entries a referrer can receive is based on how many of their referees enroll into the program.

**Prize draw details:** The winners of the Prizes will be determined by a random draw from the entries received during the promotion period. The draw will be held on Tuesday 3 September at 10:00am at 95 Brunswick Street, Fitzroy, VIC 3065.

**Notification of winners:** The winners will be notified in writing via email and verbally on the phone within three (3) business days of the draw. If the winner cannot be contacted, the Promotion will be re-drawn.

**Public announcement of winners:** The names of the winners of the Prize will be published on the Saver Plus Facebook page <https://www.facebook.com/SaverPlusAU/> on Thursday 12 September 2024.

**Claiming the Prize:** The Prizes must be claimed by responding to the email providing all details reasonably requested by the Promoter. Prizes must be claimed by no later than 12:00pm on the 17<sup>th</sup> of September 2024.

**Unclaimed Prizes:** If the Prizes have 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 Tuesday 24 September, at 10:00am AEST at 95 Brunswick Street, Fitzroy, VIC, 3065 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 within three (3) business days of determining the winner(s).

In the event of a second draw, the name of the winner(s) of the Prizes will be published on Saver Plus Facebook page <https://www.facebook.com/SaverPlusAU/> on 4th October 2024.

**Permit reference:** N/A

**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**

1. Each Prize is not transferable, exchangeable, or redeemable for cash.

2. 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.

3. 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**

1. 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 these terms and conditions.

2. 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.

3. 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.

4. 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.

5. The Promoter acknowledges that the promotion is in no way sponsored, endorsed or administered by or associated with either Facebook or Instagram. Instagram membership and the use of Instagram generally are subject to the Instagram prevailing terms and conditions of use available at [instagram.com](https://www.instagram.com). Facebook membership and the use of Facebook generally are subject to the Facebook prevailing terms and conditions of use available at [facebook.com](https://www.facebook.com).

6. 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.

7. 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.

8. 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.

9. 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.

10. The Promotion and these Competition Terms and Conditions shall be governed by and construed in accordance with the laws of Australia.

11. Subject to statutory restrictions, the Promoter may amend these Competition Terms and Conditions at its sole discretion.

12. 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**

1. 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').

2. 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.