



# TERMS AND CONDITIONS

## Saver Plus Refer A Friend Promotion

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

**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:** This is an ongoing promotion that commenced at 9:00am AEDT on 01 November 2024 and continues until further notice.

**Eligible entrants:** This promotion is open to current participants of the Saver Plus program and previous participants who have successfully completed the program who currently live within the Eligible States and Territories of Australia 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. 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.

Directors, management and employees of the Promoter and any partners or delivery agencies for Saver Plus, their immediate family are not permitted to enter and are not Eligible Entrants. This means directors, management and employees of the Brotherhood of St Laurence, ANZ, The Smith Family or Berry Street are not eligible to participate.

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

**Prize:** 1 Coles gift voucher valued at \$500 will be given away every two (2) months.

**Total Prize value per calendar year:** \$3,000

**Total number of Prizes:** 6 Prizes nationally per calendar year.

## Definitions

Referrer – is the past participant of Saver Plus who tells their friends or family about Saver Plus.

Referee – is the person who finds out about Saver Plus from a past participant and is enquiring to join the program.

**Method of entry:** To enter a person must:

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

(b) share their unique Saver Plus code to their friends or family. The unique code must be quoted by the referee (the person joining the program) and is used to enter the referrer (the past participant of the program) into the draw. [If you are a past participant of Saver Plus and have forgotten your unique code, email [saverplus.marketing@bsl.org.au](mailto:saverplus.marketing@bsl.org.au) . Tell us your full name and either your email address, residential address or mobile phone number and we'll let you know your code.]

(c) if the referee is eligible to join and enrolls into the program, the referrer receives one entry into the draw for that two-month period. The date of the draw that the referrer is eligible for will be based upon the date that the referee joins the program.

(d) consent to sharing their name and phone number to their referee in the knowledge that this information will be shared with the Saver Plus National Office team at Brotherhood of St Laurence. This information will be used to both conduct the draws and to contact the winners of the draws. This information will not be used for any other purpose.

(e) 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 enrol into the program.

**Prize draw details:** The winners of the Prizes will be determined by a random draw from the entries received during each two month promotional period. The first draw will be held on 14 January 2024. Subsequent draws will be held on the second Tuesday of every second month (unless the second Tuesday is a public holiday and then the draw will be held the following day).

**Notification of winners:** The winners will be notified in writing via text message and via phone call within three (3) business days of the draw. If the winner cannot be contacted within one (1) week, the prize will be re-drawn.

**Public announcement of winners:** The first name and the state of residence of each winner will be published on the Saver Plus Facebook page <https://www.facebook.com/SaverPlusAU/> on the third Thursday of the month when a prize draw has taken place.

**Claiming the Prize:** The Prizes must be claimed by responding to the email providing all details reasonably requested by the Promoter. If the prize is not collected within one (1) week, the prize will be re-drawn.

**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.

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/> within two (2) weeks of the second draw.

**Permit reference:** N/A as total prize pool is less than \$5,000.

**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. The entrants' personal information will not be shared with any agencies who are not directly involved with the delivery of the Saver Plus program.

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 must, at the Promoter's request, participate in all reasonable promotional activity (such as the public announcement of winners first names and states on social media) surrounding the winning of any Prize, free of charge and the winners 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.