

## AUSTRALIAN OLYMPIC COMMITTEE: 12 DAYS 'TIL CHRISTMAS PROMOTION

Information on how to enter and prizes set out under the pages titled "Schedule" form part of the Terms of Entry. These Terms of Entry constitute the entrant's agreement with the Promoter in relation to the entrant's participation in the competition. The Terms of Entry must be read together with the Schedule for this Promotion. To the extent of any inconsistency between the Schedule and these Terms of Entry, the Schedule prevails.

### SCHEDULE

<b>COLLECTION NOTICE</b>	<p>The Promoter collects your personal information (name, date of birth, address contact numbers and email) when you enter this promotion for the purposes of your entry into the promotion. If we do not collect your personal information, you will not be able to submit a valid entry into the promotion or claim your prize. We may disclose this personal information to third parties, including local lottery authorities, for the sole purpose of processing and conducting this promotion.</p> <p>Our privacy policy at <a href="https://www.olympics.com.au/privacy-policy/">https://www.olympics.com.au/privacy-policy/</a> information about how you may access and seek correction of the personal information that is held by us, how you may complain about a breach of the Australian Privacy Principles or a registered privacy code that binds us and how we will deal with such a complaint. Contact us at <a href="mailto:privacyofficer@olympics.com.au">privacyofficer@olympics.com.au</a>.</p>
<b>1. Promotion:</b>	<b>12 Days 'til Christmas Promotion</b>
<b>2. Website:</b>	<a href="https://www.olympics.com.au/12-days-til-christmas">https://www.olympics.com.au/12-days-til-christmas</a>
<b>3. Promoter:</b>	Australian Olympic Committee Inc. (ABN 33 052 258 241) Level 4, 140 George Street, Museum of Contemporary Art, Sydney NSW 2000
<b>4. Entry Restrictions:</b>	<p>Entry to the Promotion is open to Australian residents aged 13 years and over, who fulfil the entry requirements. <b>Entrants aged under 18 years</b> must have parent/guardian consent to enter the Promotion.</p> <p>Directors, management, employees, officers and contractors (and their Immediate Families) of the Promoter or of the agencies or companies associated with this Promotion are ineligible to enter. "Immediate families" means spouse, parent, natural or adopted child, and sibling (whether natural or adopted by a parent), whether or not they live in the same household as the director, manager, employee, officer or contractor.</p>
<b>5. Promotion Period:</b>	Starts: 00:01 AM AEDT, Sunday 01/12/2019. Ends: 11:59 PM AEDT Monday 23/12/ 2019.
<b>6. How to Enter:</b>	To enter, participants must do the following during the Promotion Period: Visit the Website and follow the prompts to the entry page, then fill out and submit the online entry form (including first

	name, last name, email address, Australian State or Territory, postcode, date of birth).																																																				
<b>7. Maximum Number of Entries:</b>	Maximum of one entry per person during Promotion Period.																																																				
<b>8. Prizes:</b>	<p>The list of prizes are;</p> <table border="1"> <thead> <tr> <th>Brand and Prize</th> <th>No. of Prizes</th> <th>Value (each)</th> <th>Prize Draw Date</th> </tr> </thead> <tbody> <tr> <td>Sportscraft – Gift Card</td> <td>2</td> <td>\$500</td> <td>13/12/2019</td> </tr> <tr> <td>Speedo – e-Gift Card</td> <td>1</td> <td>\$250</td> <td>14/12/2019</td> </tr> <tr> <td>Crumpler – Jolly Swagman bag</td> <td>1</td> <td>\$399</td> <td>15/12/2019</td> </tr> <tr> <td>Stuck On You – Gift voucher code for use on <a href="http://www.stuckonyou.com.au">www.stuckonyou.com.au</a></td> <td>2</td> <td>\$250</td> <td>16/12/2019</td> </tr> <tr> <td>Jockey – Prize pack of Jockey branded items</td> <td>1</td> <td>\$200</td> <td>17/12/2019</td> </tr> <tr> <td>P&amp;G – Prize packs: Men's Prize Pack: <ul style="list-style-type: none"> <li>Braun Face &amp; Head Trimming Kit</li> <li>Oral-B, Vitality electric toothbrush</li> <li>Olay Regenerist, advanced anti-ageing Moisturiser</li> <li>Olay Regenerist Whip, Active Moisturiser</li> </ul> </td> <td>2 (1 Men's Prize Pack and 1 Women's Prize Pack)</td> <td>\$186</td> <td>18/12/2019</td> </tr> <tr> <td>Women's Prize Pack: <ul style="list-style-type: none"> <li>Braun Silk-epil 5 Epilator</li> <li>Oral-B, Vitality electric toothbrush</li> <li>Olay Regenerist, advanced anti-ageing Moisturiser</li> <li>Olay Regenerist Whip, Active Moisturiser</li> </ul> </td> <td></td> <td></td> <td></td> </tr> <tr> <td>Cadbury – Prize pack</td> <td>1</td> <td>\$150</td> <td>19/12/2019</td> </tr> <tr> <td>ASICS – Gift Card</td> <td>1</td> <td>\$300</td> <td>20/12/2019</td> </tr> <tr> <td>Swisse – Credit for <a href="http://swisse.com.au">swisse.com.au</a></td> <td>2</td> <td>\$150</td> <td>21/12/2019</td> </tr> <tr> <td>Woolworths – Gift Card</td> <td>2</td> <td>\$200</td> <td>22/12/2019</td> </tr> <tr> <td>Velocity Brand Management – eGift Card</td> <td>2</td> <td>\$200</td> <td>23/12/2019</td> </tr> </tbody> </table>	Brand and Prize	No. of Prizes	Value (each)	Prize Draw Date	Sportscraft – Gift Card	2	\$500	13/12/2019	Speedo – e-Gift Card	1	\$250	14/12/2019	Crumpler – Jolly Swagman bag	1	\$399	15/12/2019	Stuck On You – Gift voucher code for use on <a href="http://www.stuckonyou.com.au">www.stuckonyou.com.au</a>	2	\$250	16/12/2019	Jockey – Prize pack of Jockey branded items	1	\$200	17/12/2019	P&G – Prize packs: Men's Prize Pack: <ul style="list-style-type: none"> <li>Braun Face &amp; Head Trimming Kit</li> <li>Oral-B, Vitality electric toothbrush</li> <li>Olay Regenerist, advanced anti-ageing Moisturiser</li> <li>Olay Regenerist Whip, Active Moisturiser</li> </ul>	2 (1 Men's Prize Pack and 1 Women's Prize Pack)	\$186	18/12/2019	Women's Prize Pack: <ul style="list-style-type: none"> <li>Braun Silk-epil 5 Epilator</li> <li>Oral-B, Vitality electric toothbrush</li> <li>Olay Regenerist, advanced anti-ageing Moisturiser</li> <li>Olay Regenerist Whip, Active Moisturiser</li> </ul>				Cadbury – Prize pack	1	\$150	19/12/2019	ASICS – Gift Card	1	\$300	20/12/2019	Swisse – Credit for <a href="http://swisse.com.au">swisse.com.au</a>	2	\$150	21/12/2019	Woolworths – Gift Card	2	\$200	22/12/2019	Velocity Brand Management – eGift Card	2	\$200	23/12/2019
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	<p>to be used on shop.olympics.com.au</p> <table border="1"> <tr> <td>Volley – Shoes</td> <td>5</td> <td>\$80</td> <td>24/12/2019</td> </tr> </table> <p>All other ancillary costs including but not limited to insurance, taxes (excluding GST), and any and all other expenses are the responsibility of each winner.</p>	Volley – Shoes	5	\$80	24/12/2019
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<b>9. Prize conditions</b>	<p>Gift card, eGift card and online store credit prizes are subject to terms and conditions as imposed by the prize supplier, including period of validity. See below for further details and links to the terms and conditions of the gift card, eGift card and store credit prize suppliers:</p> <ol style="list-style-type: none"> <li>Speedo: <a href="https://speedo.com.au/e-gift-card-terms-and-conditions.html">https://speedo.com.au/e-gift-card-terms-and-conditions.html</a></li> <li>Stuck on You: Lost, stolen or damaged codes will not be replaced. Redeemable only online at <a href="http://www.stuckonyou.com.au">www.stuckonyou.com.au</a> within the issuing region and currency. Not redeemable for cash. No change will be given. Gift voucher codes valid for a year from issue date. Each winner will be required to set up a membership account with Stuck On You to receive and spend the voucher code and will be subject to the account Terms and Conditions (which can be found at <a href="https://www.stuckonyou.com.au/terms-conditions">https://www.stuckonyou.com.au/terms-conditions</a>)</li> <li>Swisse: The winner will be required to set up a membership account with Swisse to receive their credit to spend on <a href="http://Swisse.com.au">Swisse.com.au</a> and will be subject to the Membership Terms and Conditions (which can be found at <a href="https://swisse.com.au/membership-terms-conditions">https://swisse.com.au/membership-terms-conditions</a>).</li> <li>Sportscraft: <a href="https://www.sportscraft.com.au/fagoffers.html">https://www.sportscraft.com.au/fagoffers.html</a></li> <li>ASICS: <a href="https://www.asics.com/au/en-au/gift-card-conditions">https://www.asics.com/au/en-au/gift-card-conditions</a></li> <li>Woolworths: <a href="https://giftcards.woolworths.com.au/help">https://giftcards.woolworths.com.au/help</a></li> <li>Velocity Brand Management: The winner will be required to set up a membership account to receive their credit to spend on <a href="https://shop.olympics.com.au/">https://shop.olympics.com.au/</a> (gift card and account terms and conditions can be found at <a href="https://shop.olympics.com.au/terms-conditions">https://shop.olympics.com.au/terms-conditions</a>).</li> </ol> <p>Clothing, footwear and other prize packs are subject to the availability and sizes of individual items.</p>				
<b>10. Total Prizes:</b>	Twenty-two (22).				
<b>11. Total Prize Pool:</b>	<b>\$4671.00</b>				
<b>12. Prize Draws:</b>	There will be a total of twelve (12) random electronic draws conducted for the entries in this promotion. The number of winners drawn in each Prize Draw will vary according to the number of prizes to be awarded on each Prize Draw Date, as detailed in the table in item 8 of this Schedule (above).				

	<p>Subject to the starting and closing time of the Promotion Period, entries into each Prize Draw will at close at 11:59PM (AEDT) each day between 12/12/2019 and 23/12/2019. Each Prize Draw will take place at Museum of Contemporary Art – Level 4, 140 George Street, Sydney 2000 at 10:00 AM AEDT the day after entries close for each Prize Draw, with the first Daily Draw taking place on 13/12/19 and the last Prize Draw taking place on 24/12/19. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.</p> <p>Non-winning Prize Draw entries will be entered into any subsequent Prize Draw(s).</p>
<b>13. Prize Delivery:</b>	Where applicable, prizes will be delivered by the Promoter to each winner at the winner's nominated prize delivery address within 30 days of a draw, subject to winner verification. A signature on delivery may be required. Winners will be notified of delays. See also Clause 9 of the Terms of Entry.
<b>14. Winner Notification:</b>	Each winner will be notified in writing (by email) within 2 business days of each Prize Draw.
<b>15. Publication of Winner(s)</b>	Prize winners and any Second Chance Prize Draw winners will be published on the Website from 13 December 2019.
<b>16. Prize Claim &amp; Prize Claim Deadline:</b>	<b>Each winner must claim their prize by 5pm AEDT on 18/01/2020 (the <i>Prize Claim Deadline</i>) by replying to the Promoter's winner notification email with their full name, date of birth, Australian delivery address and contact number.</b>
<b>17. Second Chance Prize Draw:</b>	If a prize is unclaimed or otherwise forfeited or a winning entry is deemed invalid, a second chance prize draw will be conducted at 10:00 AM on Friday 27 <sup>th</sup> March 2020 at Museum of Contemporary Art – Level 4, 140 George Street, Sydney 2000. The draw will be a random electronic draw and prizes will be awarded in descending order of value. Any second chance draw winner will be notified within 2 business days of the Second Chance Prize Draw by email. Each Second Chance Prize Draw winner must claim their prize in accordance with the instructions in the Second Chance Prize Draw winner notification email.
<b>18. Permit Numbers</b>	Authorized under: NSW Permit No. LTPS/19/40418 ACT Permit No. TP 19/04747

## **TERMS OF ENTRY**

1. These terms must be read together with the Schedule for this Promotion. The Schedule defines certain terminology used in these Terms of Entry. Participation in the Promotion constitutes acceptance of these Terms of Entry. To the extent of any inconsistency between the Schedule and these terms, the Schedule prevails.

### ***Entry***

2. By entering the Promotion, entrants accept these Terms of Entry.

3. Individuals can only enter this promotion during the Promotion Period. All entries must be received by the Promoter before the end of the Promotion Period. Entries are deemed to be made at the time of receipt by the Promoter, not the time of transmission by the entrant. Entries received after the Promotion Period will not be accepted.
4. Entrants may submit up to the Maximum Number of Entries. Entries must be received by the Promoter during the Promotion Period.
5. The Promoter has no control over communications networks or services, the Internet, or computer or telephone networks or lines and accepts no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise. The Promoter accepts no responsibility for any late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise.
6. The Promoter takes no responsibility should an individual not have the software, hardware or mobile phone plan that would permit access to and use of the Website. Any cost associated with accessing the internet or own loading data on a mobile device is the sole responsibility of the entrant and is dependent on the internet/mobile service provider used.
7. The use of any automated entry software or any mechanical, electronic or other means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.

### **Prize(s)**

8. The winner(s) will be notified in accordance with the Winner Notification. Winners must claim their prize in accordance with the Prize Claim and by the Prize Claim Deadline (if applicable).
9. The Prize(s) will be delivered to the winner(s) in accordance with the Prize Delivery. Once any prize has left the Promoter's (or supplier's) premises, the Promoter will not be responsible for any delay in delivery, loss or damage to a Prize.
10. Subject to the second chance prize draw, if for any reason any winners do not take the prize (or an element of the prize) at/by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
11. If the prize includes gift cards, all gift cards are valid until the gift card expiry date specified on the gift card or by the provider of the gift card. Gift cards are subject to the conditions stipulated by the provider of the gift card including period of validity. Once awarded, the Promoter shall not be liable for any gift card that has been lost, stolen, forged, damaged or tampered with in any way or are not activated or used before the stated expiry date.
12. If a winner of a prize is under the age of 18 years (where entry by those under 18 is allowed), the Promoter will award the prize to the winner's parent or guardian.
13. The Promoter may require the winner(s) to verify their entry and provide proof of purchase (if applicable), identity, age and/or residence at the nominated Prize delivery address. Proof considered suitable for verification is at the Promoter's sole discretion.
14. The Promoter may, in its sole discretion, disqualify any or all entries from, and prohibit further participation in this Promotion by, any person who fails to provide adequate identification to the satisfaction of the Promoter, or who tampers with or benefits from the manipulation of, or tampering with, the entry process or the operation of the Promotion or acts in violation of

these Terms of Entry, acts in a disruptive manner or acts with the intent to annoy, abuse, threaten or harass any other person.

15. If, due to any reason whatsoever, the Promoter becomes aware after an entrant has won a Prize that the entrant has not complied with these Terms of Entry, that entrant will have no entitlement to the Prize, even if the Promoter has announced them as a winner and that entrant will be required, at the direction of the Promoter, to return, refund or otherwise make restitution of the Prize.
16. Prizes are not transferable or exchangeable (except as set out in these Terms of Entry), nor can they be redeemed for cash. In the event for any reason a winner does not take an element of any prize at the time stipulated by the Promoter then that element of the prize will be forfeited by the winner and cash will not be supplied in lieu of that element of the prize. Prize value is as specified on the date of publishing the Terms of Entry. The Promoter accepts no responsibility for any variation in prize value. Where a prize is unavailable for any reason, the Promoter may substitute for that prize another item of equal or higher value as determined by the Promoter, subject to the approval of the relevant authorities in the relevant State/s, if required.
17. Where a Prize is unavailable for any reason, the Promoter may substitute for that Prize another item of equal or higher value as determined by the Promoter. Without limiting the foregoing, the Promoter may, in its absolute discretion, substitute cash for any Prize (the amount of cash being equal to the Prize value specified for that Prize in the Schedule).

### **Publicity**

18. Each prize winner must, at the Promoter's request, participate in all promotion activity (such as publicity and photography) surrounding the winning of the prize, free of charge, and they consent to the Promoter using their name and image in promotion material in any medium throughout the world.

### **General**

19. The Promoter's decision in relation to all aspects of this Promotion is final and no correspondence will be entered into.
20. If this promotion is interfered with in any way or is not capable of being conducted or administered 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, acts of god, acts of terrorism or war (declared or undeclared), state of emergency, disaster, technical failures, security breaches, tampering, unauthorised intervention, or computer viruses, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
21. Without limiting any other paragraph, the Promoter may at its discretion amend any aspect of this Promotion or of these terms, subject to applicable laws.
22. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under *Competition and Consumer Act 2010* (Cth), as well as any other implied warranties under the *ASIC Act* (Cth) or similar consumer protection laws in the State and Territories of Australia.
23. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) excludes all liability (including negligence), for any personal injury or

any loss or damage (whether direct, indirect, special or consequential) arising in any way out of this promotion, including but not limited to where such injury, loss or damage arises out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is lost, altered, damaged or misdirected due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or an entrant; (f) participation in this promotion; (g) use of any prize.

24. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) by any person in connection with this Promotion or accepting or using any Prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
25. Prizes are subject to the terms and conditions of the various third-party prize suppliers (**Third-Party Supplier(s)**). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter is not responsible for and excludes all liability for any loss or damage suffered by a participant as a result of the conduct of a Third-Party Supplier.
26. The Promoter accepts no responsibility for any tax implications that may arise from the Prize winnings. Independent financial advice should be sought. Where the operation of this Promotion results in, for GST purposes, supplies being made for non-monetary consideration, entrants agree to follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
27. The information entrants provide will be used by the Promoter for the purpose of conducting this Promotion. By entering this Promotion, entrants consent to the storage of their personal information on the databases of the Promoter and its related bodies corporate and the Promoter and its related bodies corporate may use this information for future promotion and marketing purposes regarding their products and services including (where the entrant has opted in) contacting entrants via electronic messaging. The Promoter may disclose entrants' personal information to its contractors and agents to assist in conducting this Promotion or communicating with entrants. Entrants can read the Promoter's Privacy Policy at <https://www.olympics.com.au/privacy-policy/>. Entrants can request access, updates and corrections to their personal information by contacting [privacyofficer@olympics.com.au](mailto:privacyofficer@olympics.com.au).
28. Each entrant is providing their information to the Promoter and not to Facebook. This Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. Each entrant completely releases Facebook from any and all liability in relation to this Promotion.
29. Unless the contrary intention appears, a reference in these Terms of Entry or the Schedule or in any advertisement relating to this Promotion to 'dollars' or '\$' is a reference to the lawful currency of Australia.