

## Australian Olympic Team Promotion

1. The Australian Olympic Committee Incorporated (ARBN 052 258 241) (**AOC**) is running a promotion by email and on its social media accounts, including its Facebook, LinkedIn, Instagram and Twitter pages (**Platform(s)**).
2. Information on how to enter and prizes form part of these Terms and Conditions. By entering this promotion, entrants agree to be bound by these Terms and Conditions which may be amended from time to time. Entries must comply with these Terms and Conditions to be valid.
3. Entry by social media account (including, Facebook, LinkedIn, Instagram and Twitter) is only open to Australia residents who are over the age of 13. However, entry by email is open to all ages, so long as parental or guardian consent has been obtained if the entrant is under the age of 13.
4. Employees, business directors and management (and their immediate family) of the AOC and its agencies, associated companies, retailers and suppliers associated with this promotion 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.
5. By entering the promotion, entrants agree to release the Platforms from any and all claims and demands arising out of, or in connection with, participation in the promotion or with any of the prizes offered. Entrants agree to any rules or guidelines stipulated by the Platform relating to the use of the Platform and his or her participation in any promotion or similar.
6. The promotion will run on a monthly basis for each month from 1 July 2019 until 30 June 2020 (the **Promotional Period**). Each month will commence at 12.01am on the first day of the month (for example, 1 July 2019) and closes at 11.59pm on last day of the month (for example, 31 July 2019).

### How to Enter

7. To enter, either post a photo or video of your Sporting Moment on one or more Platforms using the hashtag #GiveThatAGold and tagging @AUSOlympicTeam, or email your Sporting Moment to [givethatagold@olympics.com.au](mailto:givethatagold@olympics.com.au) during the Promotional Period.
8. Individuals can only enter this promotion during the Promotional Period. All entries must be received by the AOC before the end of the Promotional Period. Entries are deemed to be made at the time of receipt by the AOC, not the time of transmission by the entrant. Entries received after the Promotional Period will not be accepted.
9. The AOC takes no responsibility should an individual not have the software, hardware or mobile phone plan that would permit access to and use of the AOC website or a Platform. 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.
10. The AOC, in its sole discretion and subject to any prohibition by law to do so or any written direction from a regulatory authority, may cancel the promotion at any time or disqualify an entrant. Entries that are not genuine or are incomplete, late or in any way fraudulent or deemed to be inappropriate or unacceptable for any reason by the AOC will be declared void.
11. If an entry is posted on one or more Platforms by an Entrant is deemed to be inappropriate or unacceptable for any reason by the AOC (in its absolute discretion) the AOC will have the right to request that the post is deleted by the Entrant, and the Entrant must comply with this request.
12. By entering the promotion, the entrant agrees that the AOC may publish his or her photo or video on any Platform, website, email or by any other means.

### Judging

13. This competition is a game of skill. Chance plays no part in determining the winners. All entries will be judged individually on their merits. Entries will be judged by a panel

- of independent judges selected by the Australian Olympic Committee, Level 4, 140 George Street, Museum of Contemporary Art, Sydney NSW 2000.
14. Judging will take place within 48 hours of the end of the Promotional Period at Level 4, 140 George Street, Museum of Contemporary Art, Sydney NSW 2000.
  15. Judging is at the absolute discretion of the judges, whose decisions are final and binding. No correspondence will be entered into.

## Major Prize

16. The entry that is judged by the panel of judges to best demonstrate excellence, sportsmanship, respect, pure enjoyment and/or passion in an Olympic sport will win the major prize, with one to be awarded at the conclusion of each month, a \$250 voucher to ASICS Australia (**Major Prize**).
17. There is one (1) Major Prize per month to be won. The Major Prize is valued at approximately \$250.
18. Before the Major Prizes are awarded, the AOC may require the winner to sign an agreement or deed to release the AOC from, and indemnify the AOC against, any loss, damage or injury arising from the use of the Major Prize, except to the extent any loss, damage or injury is due to the negligence or willful misconduct of the AOC.
19. The winner of the Major Prize will be notified on the Platform through which the entry was received within two business days of the judging and may be posted on the AOC website.
20. The winner must send a return message accepting his or her Major Prize within 48 hours, or else he or she will be deemed to have forfeited his or her right to the Major Prize. Upon receiving a message from the entrant accepting a Major Prize, the AOC will send another message to the winner explaining how to claim and redeem the Major Prize.
21. The AOC will make all reasonable attempts to identify and contact the Major Prize winner.
22. In the event that the winner forfeits his or her right to the Major Prize, or cannot be identified or contacted within two business days of the judging, despite reasonable attempts to do so, or the winner does not comply with these Terms and Conditions in a way that would render him or her ineligible to claim or avail of the Major Prize, or the Major Prize is unclaimed for any other reason whatsoever, the AOC will send a message on the Platform through which the entry of the entrant who submitted the entry which is judged to be the second best display of excellence, sportsmanship, respect and/or passion in an Olympic sport by the panel of judges at Level 4, 140 George Street, Museum of Contemporary Art, Sydney NSW 2000 was made, within two business days of the date on which the winner forfeited his or her right to the Major Prize, or the date on which it was determined that the winner cannot be identified or contacted despite reasonable attempts to do so, or the date on which it was determined that the winner does not comply with these Terms and Conditions, notifying that entrant that he or she is a second chance winner.
23. Each second chance winner must send a return message accepting his or her Major Prize within 48 hours, or else he or she will be deemed to have forfeited his or her right to the Major Prize. Upon receiving a message accepting a Major Prize, the AOC will send another message to the second chance winner explaining how to claim and redeem the Major Prize. In the event that the second chance winner forfeits his or her right to the Major Prize, the second chance winner cannot be identified or contacted within two business days of the second chance draw despite reasonable attempts to do so, the second chance winner does not comply with these Terms and Conditions in a way that would render him or her ineligible to claim or avail of the Major Prize, or the Major Prize is unclaimed for any other reason whatsoever, the AOC may dispose of the Major Prize as it sees fit (subject to any written directions from a regulatory authority).
24. The AOC will make the Major Prize available to the winner or second chance winner within 28 days of the winner or second chance winner accepting his or her Major Prize.

## General

25. The total maximum prize pool is approximately \$250 per month.
26. If any prize (or component thereof) becomes unavailable for reasons beyond the AOC's control, the Promoter may substitute a prize or element of a prize of equal or greater

RRP value at the AOC's sole discretion, subject to any written directions from the relevant authorities. Winners will not be entitled to any additional compensation in the event that the prize (or component thereof) has been substituted at equal or greater RRP value.

27. Prizes, and any portions of a prize, are not transferable, exchangeable or redeemable for cash. No part of the prizes can be resold (at a premium or otherwise), advertised or offered for resale on the internet or any other medium. Stated prize values are the recommended retail value (including GST) in Australian dollars, are provided by the supplier and are correct at the time of printing.
28. The AOC accepts no responsibility for late, lost or misdirected claims or other communications. The AOC's decision is final and binding; no correspondence will be entered into. The AOC reserves the right to request verification of age, identity, residential address of winners and any other information relevant to entry into or participation in this promotion. Verification is at the discretion of the AOC, whose decision is final. The AOC reserves the right to disqualify any individual who provides false information, fails to provide information, conspires with others to gain an unfair advantage or who is otherwise involved in any way in interfering, manipulating or tampering with this promotion.
29. Entrants consent to the AOC using their name, likeness, image and voice in the event they are a winner (including photograph, film and recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed or supplied by the AOC.
30. If this promotion 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 AOC, the AOC reserves the right, in its sole discretion, to the fullest extent permitted by law, to disqualify any entrant or, subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
31. The AOC reserves the right to disqualify any entry that gives rise to an actual or potential breach of any Platform's policies. The AOC may choose to demonstrate that an entry has been disqualified by any means it sees fit in its sole discretion including by, for example reporting the post to a Platform or seeking that a post be deleted from a Platform.
32. To the extent permitted by law, the AOC (including its officers, employees and agents) will not be responsible for any acts of god, acts of terrorism or war (declared or undeclared), state of emergency, disaster, technical failures, security breaches, tampering, unauthorised intervention, fraud, computer viruses or other events beyond the AOC's control which affect the proper conduct or administration of this promotion, or prevent the awarding of a prize in accordance with these Terms and Conditions. If such an event occurs, the AOC reserves the right to cancel, terminate, modify or suspend the promotion, subject to any written directions from a relevant regulatory authority.
33. Nothing in these Terms and Conditions limits, excludes or modifies the statutory consumer guarantees provided under the *Competition and Consumer Act 2010* (Cth), or any other implied warranties under any legislation in Australia. 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, his or her travel guest or an entrant; (f) participation in this promotion
34. All entries must be owned and created by the entrant. All entries and all intellectual property and other rights in such entries will become the property of the AOC. Each entrant agrees to provide a written assignment of all rights to the AOC if requested.
35. By submitting an entry the AOC as part of this promotion, each entrant:
  - (a) authorises the AOC to use and/or license third parties to use such entry in whole or in part, in any territory, for an unlimited period without remuneration on any media;
  - (b) represents and warrants that the entry, and the publication of that entry by the AOC:
    - i. are original to the entrant and fully cleared for use as contemplated in these

- Terms and Conditions;
- ii. do not and will not, in any way, violate or breach any of the terms of any other agreement the entrant may be a party to;
  - iii. do not infringe the intellectual property rights or other right; and
  - iv. do not contain any matter the publication of which will violate any law, and
- (c) unconditionally and irrevocably consents to any act or omission which would otherwise infringe any of their moral rights in the entry and waives all moral rights in the entry that arise outside Australia;
- (d) warrants that where the entry contains the image, likeness or any identifying characteristic of another person, the entrant has received express consent from those other people to be included in the submission. The entrant indemnifies the AOC for any breach of this warranty and for any breach of privacy legislation.
36. The agreement which comes into force under these Terms and Conditions is governed by, and must be construed in accordance with, the laws in force in New South Wales, and the Promoter and any consumer who participates in this offer submits to the exclusive jurisdiction of the courts of that State in respect of all matters arising out of or relating to these Terms and Conditions, and the performance or subject matter of this offer.
37. Entries remain the property of the Promoter. Details from entries will be collected and used for the purpose of conducting this promotion (which may include disclosure to third parties) and for promotional purposes surrounding this promotion. By entering this promotion entrants consent to the use of their information as described and agree that the Promoter may use this information, or disclose it to other organisations that may use it, in any media for future promotional, marketing and publicity purposes without any further reference or payment to the entrant. Entrants may access, change or update their personal information and obtain a copy of the Promoter's privacy policy by contacting the Promoter on (02) 9247 2000 during office hours.
38. The Promoter is the Australian Olympic Committee (ARBN 052 258 241) of Level 4, 140 George Street, Museum of Contemporary Art, Sydney NSW 2000, telephone: (02) 9247 2000.