



AUSTRALIAN OLYMPIC COMMITTEE – World Teachers’ Day – Olympian Visit

These Terms and Conditions (including the Schedule) constitute your agreement with the Promoter in relation to your participation in the Promotion. To the extent of any inconsistency between the Schedule and these Terms and Conditions, the Schedule prevails.

SCHEDULE

1. Promotion:	World Teachers’ Day – Olympian Visit									
2. Website:	https://www.olympics.com.au/world-teachers-day-2023-olympian-visit-to-your-school/									
3. Promoter:	Australian Olympic Committee Inc. (ABN 33 052 258 241) Level 4, 140 George Street, Museum of Contemporary Art, Sydney NSW 2000									
4. Entry Restrictions:	<p>Entry to the Promotion is open to Australian residents aged 18 years and over who are accredited and registered teachers in Australia, and who fulfil any other relevant entry requirements set out in these Terms and Conditions.</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 (including the Promoter’s Partners and Suppliers) are ineligible to enter.</p> <p>“Immediate families” 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 first cousin, whether or not they live in the same household as the director, manager, employee, officer or contractor.</p>									
5. Promotion Period:	<p>Starts: 09:00 AEDT, Friday 27th October 2023</p> <p>Ends: 17:00 AEDT, Sunday 12th November 2023</p>									
6. How to Enter:	<p>To enter, participants must do the following during the promotional period;</p> <p>Visit https://www.olympics.com.au/world-teachers-day-2023-olympian-visit-to-your-school/ and follow the prompts to the entry page, then fill out and submit the online entry form (including first name, last name, email address, favourite sport, school name and school address).</p>									
7. Maximum Number of Entries:	Maximum of one entry per person during Promotion Period.									
8. Prizes:	<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> </tr> </thead> <tbody> <tr> <td>Signed Merchandise</td> <td>5</td> <td>N/A</td> </tr> <tr> <td>Olympian School visit</td> <td>2</td> <td>N/A</td> </tr> </tbody> </table>	Brand and Prize	No. of Prizes	Value (each)	Signed Merchandise	5	N/A	Olympian School visit	2	N/A
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Signed Merchandise	5	N/A								
Olympian School visit	2	N/A								

	<p>Given the nature of the prizes in this Promotion set out above, the prizes do not have a total value.</p> <p>Other than delivery costs (which, in accordance with item 13 of this schedule are the responsibility of the Promoter), all other ancillary costs including insurance or any taxes (excluding GST) are the responsibility of each winner.</p>
9. Prize conditions	The Promoter will use its best efforts to provide winners with appropriately sized clothing and footwear prizes (subject to availability).
10. Total Prizes:	<ul style="list-style-type: none"> • Seven (7) (please note, there are five (5) winners, but seven (7) prizes. • The first two (2) Major Prize winners will receive a signed piece of merchandise and a school visit by an Olympian.
11. Total Prize Pool:	N/A
12. Prize Draws:	<p>Randomdraws.com.au (by TPAL), a government certified service provider, will conduct the 5 random electronic draws on behalf of the Promoter.</p> <p>Each Prize Draw will take place at Museum of Contemporary Art – Level 4, 140 George Street, Sydney 2000 at 12pm (AEDT), Monday 13th November 2023.</p> <p>The Promoter may draw additional entries and record them in order in case an invalid entry or ineligible entrant is drawn or if a prize is unclaimed or otherwise forfeited.</p> <p>Non-winning Prize Draw entries will be entered into any subsequent Second Prize Draw.</p>
13. Prize Delivery:	<p>Prizes will be delivered to each winner at the winner’s nominated Australian delivery address within 30 days of a draw, subject to winner verification and delivery service delays (for which the Promoter is not responsible). A signature on delivery may be required.</p> <p>The Promoter will use its best efforts to ensure that Winners are notified of any delays.</p> <p>See also Clause 10 of the Terms and Conditions.</p>
14. Winner Notification:	Each winner will be notified in writing (by email) within 2 business days of each Prize Draw.
15. Prize Claim & Prize Claim Deadline:	Each winner must claim their signed merchandise and/or Olympian school visit prize(s) by Monday 27 th November 2023 (the <i>Prize Claim Deadline</i>) by replying to the Promoter’s winner notification email with their full name, Australian delivery address and contact phone number.
16. Second Chance Prize Draw:	<p>If a prize is unclaimed by the Prize Claim Deadline, is otherwise forfeited or if a winning entry is deemed invalid, the Promoter will refer to the additional entries drawn at the time of the Prize Draw (in order of draw).</p> <p>If necessary, a second chance prize draw will be conducted at 12pm (AEST) Tuesday 28th November 2023 at Museum of Contemporary Art – Level 4, 140 George Street, Sydney 2000. The draw will be a random electronic draw. Any second chance draw winner will be notified within 2 business days of the Second Chance Prize Draw by email. Each Second</p>

	Chance Prize Draw winner must claim their prize in accordance with the instructions in the Second Chance Prize Draw winner notification email.
17. Publication of Winner(s)	Prize winners of the signed merchandise and/or Olympian school visit prize(s) will be published on the Website from Monday 13 th November 2023 and any Second Chance Prize Draw winners will be published from Tuesday 28 th November 2023.

TERMS AND CONDITIONS

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

Entry

2. By entering the Promotion, entrants agree to be bound by these Terms and Conditions. Entries must comply with these Terms and Conditions to be valid.
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.
5. The Promoter accepts no responsibility for any late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries 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 be able to access 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.

Prizes

8. There will be two (2) Major Prize winners who shall receive both the signed merchandise prize and a school visit by an Olympian. The other prize winners shall receive the signed merchandise prize.
9. The winners 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. Winners who do not abide by this clause 9 will forfeit their prize.

10. The Prizes will be delivered to the winners in accordance with the Prize Delivery. Once any prize has left the Promoter's (or the Promoter's Partner's or Supplier's) premises, the Promoter (or the Promoter's Partner or Supplier) will not be responsible for any delay in delivery, loss or damage to a Prize.
11. The Promoter may require the winners to verify their entry and provide proof of identity, delivery address, contact phone number and teacher accreditation and registration. Proof considered suitable for verification is at the Promoter's sole discretion.
12. The Promoter may, in its sole discretion, disqualify any or all entries from, and prohibit further participation in this Promotion by, any person who:
 - a. fails to provide adequate identification to the satisfaction of the Promoter;
 - b. tampers with or benefits from the manipulation of, or tampering with, the entry process or the operation of the Promotion; or
 - c. breaches these Terms and Conditions.
13. 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 and Conditions, 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.
14. Prizes are not transferable or exchangeable (except as set out in these Terms and Conditions), 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 and Conditions. 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.
15. 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.

Publicity

16. In accordance with local laws, the Promoter will publish the names of Winners on its website.
17. Each prize winner must at the Promoter's request, participate in all promotion activity (including photograph, film and/or recording of the same) surrounding the winning of the signed merchandise and/or Olympian visit prize(s), free of charge, and they consent to the Promoter using their name and image in promotion material in any medium or media for an unlimited period throughout the world.

Personal Data

18. By entering the Promotion, you accept and consent to the Promoter collecting your personal information in order to facilitate and run the Promotion. Without providing this information in the entry process, you will be unable to participate in the Promotion. The information collected by the Promoter is solely for the purposes of organising and running the Promotion, and/or, if you have opted-in, to receive future marketing communications from the Promoter, will be used for email marketing purposes. The Promoter will disclose your information to third parties to help the Promoter facilitate and run the Promotion as set out in the Promoter's Privacy Policy.

19. Your personal information is handled in accordance with the Promoter's Privacy Policy and the privacy policies of our suppliers. The Promoter's Privacy Policy outlines how to access and/or correct your personal information or make a privacy related complaint. By providing your personal information to us, you consent to the collection, use, storage and disclosure of that information as described in the Promoter's Privacy Policy. If you provide us with personal information on behalf of another person, you warrant that you have the person's consent to so do, have provided that person with the Promoter's Privacy Policy and a copy of these Terms and Conditions, in collecting and storing that information, you are complying with the *Privacy Act 1988* (Cth). For more information, please visit <https://www.olympics.com.au/privacy-policy/>.

General

20. The Promoter's decision in relation to all aspects of this Promotion is final and no correspondence will be entered into.

21. The Promoter reserves the right, in its sole discretion, but shall not be under any obligation, to verify the validity of any entry or any information provided by an entrant (including his or her identity, residential address and any other information relevant to entry into, or participation in, this Promotion). The Promoter may, in its sole discretion, disqualify any individual who submits an entry that in the sole opinion of the Promoter is not in accordance with these Terms and Conditions or who provides false information, fails to provide information, conspires with others to gain an unfair advantage or who is otherwise involved in manipulating, interfering or tampering in any way with this Promotion.

22. 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.

23. Without limiting any other paragraph, the Promoter may at its discretion amend any aspect of this Promotion or of these Terms and Conditions, subject to applicable laws.

24. 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), or similar consumer protection laws in the State and Territories of Australia.

25. Except for any liability that cannot be excluded by law, the Promoter and, where applicable, the Promoter's Partners and Suppliers (and their officers, employees and agents) 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 arising in any way in connection with participation in this promotion, including (but not limited to):
- a. accepting or using any Prize;
 - b. any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
 - c. any theft, unauthorised access or third party interference;
 - d. any entry or prize claim that is lost, altered, damaged or misdirected due to any reason beyond the reasonable control of the Promoter;
 - e. any variation in prizes or prize value stated in these Terms and Conditions; or
 - f. any tax liability incurred by a winner or an entrant, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
26. Prizes may be subject to the terms and conditions of the various third-party prize suppliers (**Third-Party Suppliers**). Except for any liability that cannot by law be excluded, 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. 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. Unless the contrary intention appears, a reference in these Terms and Conditions in any advertisement relating to this Promotion to 'dollars' or '\$' is a reference to the lawful currency of Australia.
28. The laws of New South Wales, Australia apply to this promotion, except to the extent that a different state or territory's trade promotion legislation applies.