



AUSTRALIAN OLYMPIC COMMITTEE

Sydney Marathon 2025 Silent Auction Giveaway 2025

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:	Sydney Marathon 2025 Silent Auction Giveaway
2. Website:	www.olympics.com.au/sydney-marathon-2025-silent-auction-giveaway-your-chance-to-enter-the-sydney-marathon
3. Promotor:	Australian Olympic Committee Inc. (ABN 33 052 258 241) Level 4, 140 George Street, Museum of Contemporary Art, Sydney NSW 2000
4. Entry Restrictions	Entry to the Promotion is open to all Australian residents, who fulfil the entry requirements. Entrants who are under 18 but have the permission of their parent / legal guardian are eligible to enter. 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 any of the following: spouse, exspouse, 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
5. Promotion Period:	00:01 AEST, Thursday 21 August 2025 Ends: 23:59 AEST, Wednesday 27 August 2025
6. How to Enter:	<ul style="list-style-type: none">- Visit the entry page provided by the Promoter;- Place a bid commitment (minimum bid \$3,000 AUD) for a Sydney Marathon entry ticket;- Submit their details (name, email, phone number, postcode). <p>All donations received from bids will be directed to the indigenous coaching scholarship via the ASF.</p>
7. Maximum Number of entries:	Maximum of one bid per person during Promotion Period.
8. Prize	The prize is 1 Sydney Marathon Ticket Total Value: \$3000 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.
9. Prize conditions	Winners will be determined based on the 10 highest unique valid bids received at or above \$3,000 AUD. <ul style="list-style-type: none">- Donations/bids are non-refundable regardless of outcome.- Tickets are non-transferable

10. Total Prizes:	One Prize
11. Total Prize Pool:	\$30,000
12. Winner Selection:	At the close of the Promotion Period, the Promoter will review all valid bids and determine the 10 winning entrants in accordance with Item 9
13. Winner Notification:	Winners will be notified in writing (by phone) on Thursday 27 August 2025 12pm.
15. Prize Claim & Prize Claim Deadline:	The winner must claim the Prize within 3 hours of being notified by phone (the <i>Prize Claim Deadline</i>) by replying to the Promoter's winner notification.
16. Prize Delivery:	<p>Once confirmed the winners will be directed to make a payment according to their committed bid through the Australian Sports Foundation fundraising webpage for the Australian Olympic Indigenous Coaching Scholarship.</p> <p>Upon receipt of ASF donation receipt by the Promoter, the Promoter will provide the Sydney Marathon ticket to the winner with collection available from the Promoter's office or via email (if applicable).</p>
17. Publication of winner(s)	Prize winners will be published on the Website on the Friday 29 August 2025.

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.

Prize

8. There will be one Prize winner during the Promotion Period. The Prize list is set out at Item 8 of the Schedule and the prizes will be drawn on 28 August 2025 in accordance with Items 12 and 13 of the Schedule.
9. Each Prize winner 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 Prize will be delivered to the winners in accordance with the Prize Delivery. Once the 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. The Promoter may require the winners to verify their entry and provide proof of identity, delivery address and contact phone number. Proof considered suitable for verification is at the Promoter's sole discretion.
11. 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.
12. 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.
13. The Prize is 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 the 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 the 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.

14. Where any element of the 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

15. In accordance with local laws, the Promoter will publish the names of winners on its website.
16. 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 Prize, 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.

General

17. The Promoter's decision in relation to all aspects of this Promotion is final and no correspondence will be entered into.
18. 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.
19. 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.
20. 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.
21. 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.
22. 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 the Prize, including participation in the Sydney Marathon;
 - 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 the 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).
23. The Prize 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.

24. 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.
25. 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.