

## PAWGUST 2024 LAST DAYS CHALLENGE

#### TERMS AND CONDITIONS

- 1. The competition ("Competition") is conducted by Guide Dogs Association of SA and NT Incorporated ABN 91 183 168 093 of 251 Morphett Street, Adelaide South sAustralia, 5000 phone (08) 8203 8302, ("Promoter"). As part of this, Guide Dogs Association of SA and NT Incorporated will represent the following interested parties: Royal Guide Dogs Australia, Guide Dogs Queensland, Guide Dogs Victoria and Blind Low Vision NZ.
- 2. Entry to the Competition constitutes acceptance of these terms and conditions. All entry instructions and prize information published by the Promoter form part of these terms and conditions.

#### **ELIGIBILITY**

- 3. The Competition is only open to individuals who:
  - a. are not employees of the Promoter or any of its related corporations or any of their agencies associated with the Competition; and
  - b. in the case of the Fundraiser Prize, are a complete, registered participant for PAWGUST and receive a donation on their PAWGUST online fundraising page during the Entry Period ("Entrant").
- 4. If the winner of the prize is under 18, the prize will be awarded to their parents/guardians.
- 5. The Competition commences at 2:00pm AEST on Thursday, 29 August 2024 and closes midnight (AEST and NZT) Saturday, 31 August 2024 ("Entry Period").
- 6. To enter the Fundraiser Prize, entrants must register for PAWGUST and successfully set up a PAWGUST fundraising page via the PAWGUST website and raise funds during the Entry Period via their PAWGUST online fundraising page.
- 7. For the Fundraiser Prize, Entrants must include their full name, mobile number and email and will automatically be entered into the Competition ("Entry"). There is no cost to enter the Competition; however, internet connection and usage rates may apply. Entrants should obtain details of such costs from their service providers. The Promoter is not and will not be liable for any such costs.
- 8. Entries must be received during the Entry Period. The Promoter takes no responsibility for late, lost, incomplete, incorrectly submitted, illegible or misdirected entries or for any delays or failures in any telecommunications service or equipment.
- 9. The Promoter may reject an Entry if it reasonably forms the opinion that the Entry has been entered using false information or via automated entry means or by use of a competition entry service.
- 10. The Promoter may, at its absolute discretion, declare an Entry made by an Entrant invalid if the Entrant tampers with the entry process, benefits from such



tampering or submits an Entry that is illegible, incomplete or not in accordance with these terms and conditions.

#### THE PRIZES AND THE WINNER

- 11. The individuals who wins ("Winners") will be selected by 5.00pm AEST on Thursday, 5 September 2024 by a PAWGUST team member.
- 12. The Winners will be notified via email within five days of the draw. The name of the prize Winner will also be published on the PAWGUST website for a period of not less than 28.
- 13. Prize categories include 1 of 10 winners for the "Final Days Challenge". Total prize valued at \$1,000.
- 14. Except as otherwise indicated, all amounts stated in these terms and conditions are stated in Australian dollars.

Donor Day –Fundraiser Prize Winners		
This prizes will be awarded to 10 randomly selected eligible fundraisers who		
successfully receive a donation to a PAWGUST fundraising page via the PAWGUST		
website during the Entry Period.		
PRODUCT	TERMS & CONDITIONS	VALUE (\$)
10 x KONG Hampers	Prize packs offered by KONG	10 x \$100
	Company are equal or greater to the	AUD
	following value, \$100 RRP. The images	
	are a representation only of stock	
	included in the prize packs and are	
	subject to stock availability.	

- 15. If the winner does not have a dog, they'll be offered an alternate prize.
- 16. Any costs incurred by the Winner in participating in the Competition or claiming the Prizes that are not specified within the terms and conditions are to be borne by the Entrant.
- 17. The Prize notification will state that the Prize has been won and will include instructions as to how the Winner may claim the Prize and establish their entitlement to it. The Winner must be able to prove to the Promoter's reasonable satisfaction, that they satisfy the requirements of being an Entrant pursuant to these terms and conditions.
- 18. Should the prize not be claimed, the Promoter may conduct an unclaimed prize draw at 12noon AEST by a PAWGUST team member on 28 September 2024 to distribute any prize unclaimed by that date. The Winner of any unclaimed prize will be notified in writing via the email address provided in the registration form within three days of the draw depending upon the information they provided the Promoter when entering.



### **GENERAL**

- 19. If for any reason the conduct or operation of the Competition is interfered with or disrupted in any way that is outside the control of the Promoter (including by vandalism, power failures, natural disasters, acts of God, civil unrest, strikes, computer bugs or viruses, tampering or technical failures), subject to any relevant lotteries or gaming authority regulation's, the Promoter reserves the right to cancel, terminate, modify or suspend or recommence the Competition.
- 20. The Promoter assumes no responsibility for:
  - a. any error, omission, interruption, or delay in the operation or transmission of any communication sent to (or by) the Promoter or any Entrant whether caused by problems with communication networks or lines, computer systems, software or internet service providers, congestion on any carrier network or otherwise,
  - b. any theft, destruction or unauthorized access to, or alteration of such communications;
  - c. any problem with, or technical malfunction of, any computer system or other equipment used for the conduct of the Competition;
  - d. any incorrect or incomplete information which may be communicated in the course of the administering this Competition (whether as a result of one of the foregoing causes or otherwise);
  - e. any delay in delivery, or failure of safe delivery of the Prize.
- 21. All of the Promoter's decisions are final and no correspondence will be entered into. If for any reason any element of the Prize becomes unavailable or not capable of being delivered to the Winner for any reason beyond the Promoter's reasonable control, the Promoter will have no obligation to provide a similar prize to the Winner or otherwise compensate the Winner in any way.
- 22. All Entrants enter the Competition at their own risk and the Winner accepts the Prize at his or her own risk. Except for any liability that cannot be excluded, the Promoter, its associated companies and agencies and any of their personnel (the "Relevant Parties") exclude all liability in respect of any loss (including any damage, claim, injury, cost or expense) which is suffered or incurred by any Entrant in connection with the Competition or Prize, including without limitation:
  - a. any indirect, economic or consequential loss;
  - b. any loss arising from the negligence of a Relevant Party;
  - c. any liability for personal injury or death.
- 23. Nothing in these Terms and Conditions exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees under the *Competition and Consumer Act 2010* (Cth) or similar consumer protection legislation in the States or Territories.
- 24. The Promoter may request that the Winner sign and return a deed of release as a condition of the Prize being awarded. If the Winner fail to sign and return such release, the Winner may forfeit the Prize.



- 25. All Entrants consent, by entering the Competition to the Promoter using their name, likeness, image and/or voice (including any photograph, film and/or recording of them) in any media at any time or times (for an indefinite period) without compensation, financial or otherwise, for the purpose of promoting this Competition, the Promoter and/or any of the Promoter's products.
- 26. Prizes are not transferrable or redeemable for cash and are subject to availability.

# PRIVACY, DISCLOSURE AND CONSENT TO USE INFORMATION.

27. The Entrant acknowledges and permits the Promoter during and after the Competition to collect, store, handle, access, manage, transfer, use and disclose personal information about the Entrant, including name, suburb, age and image in relation to the Promoter's business activities and for the purpose of conducting and promoting the Competition (including but not limited to determining and notifying the Winner) and may for this purpose disclose such personal information to third parties, including agents, contractors, service providers and Prize suppliers, some of which may be located outside of Australia. The collection, use and disclosure of all personal information will be handled in accordance with the Promoter's Privacy Policy. The Privacy Policy also contains information about how Entrants may opt-out, access, update or correct their personal information, make a complaint and how such complaints will be dealt with by the Promoter.