

## **Cancer Council Victoria – LiveLighter Australian Open Tickets**

### **TERMS AND CONDITIONS**

1. The Promoter is Cancer Council Victoria (ABN 61 426 486 715) of 615 St Kilda Road, Melbourne VIC 3000.
2. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
3. Entry is only open to Victorian residents over the age of 18.
4. Employees (and their immediate families) of the Promoter and agencies 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 1<sup>st</sup> cousin.
5. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these terms and conditions or who tampers with the entry process. Errors and omissions will be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. In addition, the Promoter reserves the right to request the winner to provide proof of identity, age and proof of residency at the nominated prize delivery address. Identification considered suitable for verification is at the discretion of the Promoter.
6. Promotion commences on 19/01/2015 and final entries close 12am midnight ADST on 21/01/2015. All times stated in these terms and conditions are based on Melbourne time.
7. To enter, individuals must, during the promotional period:
  - a) Comment on the Facebook post answering "What is your top tip to LiveLighter this Summer"
  - b) The prizes will be awarded to the most creative answers
8. Incomplete or indecipherable entries will be deemed invalid. Multiple entries are not permitted.
9. The promotional flow and the relevant start and close times for judging are outlined in the table below.

<b>Prizes</b>	<b>Entries start</b>	<b>Entries close</b>	<b>Judge</b>	<b>Date of judging</b>
2 x Ground Passes for the Australian Open valid only for 24/01/2015	19/01/15	21/02/15	Judged by competition panel at Cancer Council Victoria	22/01/15

10. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
11. All winners will be notified via an announcement on the Live\_Lighter Facebook page ([www.facebook.com/LiveLighterCampaign](http://www.facebook.com/LiveLighterCampaign)) on 22/01/2015 and asked to email a contact at Cancer Council Victoria.
12. This is a game of skill and chance plays no part in determining the winners.
13. Each winning entry will be individually judged based on the originality and creativity.
14. The judges may select additional reserve entries which they determine to be the next best, and record them in order, in case of an invalid entry or ineligible entrant.
15. The Promoter's decision is final and no correspondence will be entered into.
16. If for any reason a winner does not contact Cancer Council Victoria to claim their prize by 23/01/2015, then the prize will be allocated to the next winner as specified by the judges.
17. If any prize (or part of any prize) is unavailable for any reason, the Promoter, in its absolute discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification.
18. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash. On-selling of prizes is not permitted.
19. When an entrant submits any materials via the promotion including comments ("**Content**"), the entrant, unless the Promoter advises otherwise, licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display such Content for any purpose in any media, without compensation, restriction on use, attribution or liability. Entrants agree not to assert any moral rights in relation to such use and warrant that they have the full authority to grant these rights.

Entrants agree that they are fully responsible for the Content they submit. The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove any Content without notice for any reason whatsoever. Entrants warrant and agree that: (a) they will not

submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication; (b) they will obtain prior consent from any person or property that appears in their Content; (c) they will obtain full prior consent from any person who has jointly created or has any rights in the Content, to the uses and terms herein; (d) their Content shall not contain viruses or cause injury or harm to any person or entity; and (e) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.

Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.

20. Entrants consent to the Promoter using their name in the event they are a winner/s 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 and/or supplied by the Promoter. In addition, winners may be required to provide to the Promoter a photo of themselves participating at an event prize and/or using the prize (where applicable).
21. 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 Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
22. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
23. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.

24. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any allergies or pre-existing medical conditions; (c) any theft, unauthorised access or third party interference; (d) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (e) any variation in prize value to that stated in these Terms and Conditions; (f) use of a prize.