

# Promotion Terms and Conditions

In these terms and conditions:

- (a) **Promotion** means the game of chance described in the Schedule attached to these terms and conditions (**Schedule**); and
- (b) The following terms will have the meaning given to them in the Schedule:

<b>Back-Up Date</b>	<b>Prize Claim Cut-Off Time</b>
<b>Entry Steps</b>	<b>Promotion Partner(s)</b>
<b>Excluded Jurisdiction(s)</b>	<b>Promotion Period</b>
<b>Judging Process</b>	<b>Special Conditions</b>
<b>Prize</b>	<b>Winner Determination Date</b>

These terms and conditions (including the Schedule) contain important information about the Promotion and you should read them carefully before entering the Promotion. Any Special Conditions in the Schedule apply **in addition to** the provisions set out below. If there is a conflict between a Special Condition and any of the provisions set out below, the Special Condition will prevail.

## PRELIMINARY

1. Information on how to enter the Promotion forms part of these terms and conditions of entry. Any entry to the Promotion is deemed to constitute acceptance by the entrant of these terms and conditions.
2. The Promotion is run by the McGrath Foundation Ltd (**Promoter**) of 54 Chandos Street, St Leonards NSW 2065 (ABN 23 115 566 624).
3. The Promoter is a charity registered as follows:
  - a. In the ACT under the *Charitable Collections Act 2003*, Licence number 19000031;
  - b. In NSW under the *Charitable Fundraising Act 1991*, Authority number 18455;
  - c. In South Australia under the *Collections for Charitable Purposes Act 1939*, Licence number CCP1144;
  - d. In Tasmania, Approval to solicit for charitable donations under the *Collections for Charities Act 2001*;
  - e. In Victoria a registered fundraiser number 10596.15 under the *Fundraising Act 1998*; and
  - f. In Western Australia under the *Charitable Collections Act 1946*, Licence number 20665.
4. The Promotion commences at the beginning of the Promotion Period and closes at the end of the Promotion Period.
5. Entry into the Promotion is open to Australian residents only, excluding:
  - a. residents of any Excluded Jurisdiction;
  - b. directors, management, agents and employees (and their immediate family members) of the Promoter, any Promotion Partner, and the related bodies

corporate of each of them; and (**Eligible Entrants**). Any entry received from any person who is not an Eligible Entrant will be deemed invalid.

"**Immediate family members**" means any of the following: spouse, ex-spouse, defacto 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.

6. If an entrant is under 18 years of age s/he must first obtain the consent of their parent or legal guardian before entering the Promotion.
7. In this Promotion there will be one winner only. That person will receive the Prize.
8. The Promotion is a "game of chance" and the winner will be determined by a randomised device.
9. The Promoter and the Promotion Partner(s) accept no responsibility for any kind of loss or liability suffered or incurred by any of the entrants in relation to the Promotion. Each entrant releases the Promoter, the Promotion Partner(s) and the related bodies corporate of each of them, together with the officers, employees, contractors and agents of each such entity (**released parties**), from all liabilities, claims, loss and damage of any kind arising at any time out of or in connection with participation in the Promotion. Without limiting the foregoing, the released parties will not be liable for any injury, sickness or death, property loss or damage or other direct or indirect loss or damage of any kind, howsoever sustained or incurred, in connection with or arising out of the Promotion or the Prize.
10. **Foundation's Website** means the website located at [www.mcgrathfoundation.com.au](http://www.mcgrathfoundation.com.au), or any replacement or successor website.

## HOW TO ENTER

11. To enter the Promotion, an Eligible Entrant must complete the Entry Steps within the Promotion Period. Any valid entry to the Promotion submitted by an Eligible Entrant in accordance with these terms and conditions will be an "Entry".
12. Each Entry will be considered in the Judging Process to allocate the Prize. An Eligible Entrant may submit as many Entries as s/he wishes.
13. Incomplete or incomprehensible entries will be deemed invalid.
14. The cost of accessing the Foundation's Website or any other website associated with the Promotion will be dependent on the entrant's Internet Service Provider.

## PRIVACY

15. The Promoter collects personal information about you to enable you to participate in this Promotion. The Promoter collects and deals with personal information in accordance with the *Privacy Act 1988* (Cth) and in accordance with its Privacy Policy which can be viewed at <http://www.mcgrathfoundation.com.au/PrivacyPolicy.aspx>. By entering the Promotion you consent to the Promoter using any personal information you provide in connection with the Promotion for the purposes of facilitating the conduct of the Promotion and awarding any prizes. Such use may include, without limitation:
  - disclosure of your personal information to any Promotion Partner and any applicable statutory authority, such as State and Territory Lottery Departments; and
  - if you win a prize, publication of your name as required under relevant laws.The Promoter may also use information provided by you in connection with the Promotion to contact you about news, events and general information in relation to the organisation. No other further use of this information will be made without your prior consent. A request to access, update or correct any information should be directed to the Promoter at the address given above.

## DETERMINING AND NOTIFYING THE WINNER(S)

16. The winner of the Promotion will be decided on the Winner Determination Date, in accordance with the Judging Process.
17. The result of the Judging Process, and any decision of the Promoter in relation to any aspect of the Promotion, is final and binding on each person who enters the Promotion. No correspondence will be entered into.
18. The winner will be contacted directly (using the details provided at the time of entering the Promotion) as soon as possible after the Winner Determination Date, and will be announced on the Foundation's Website within 2 business days of the Winner Determination Date.
19. A winner is responsible for ensuring that his/her details provided to the Promoter at the time of entering the Promotion are accurate and up to date. The Promoter takes no responsibility for inaccurate or incomplete details provided in relation to an entrant in the Promotion.
20. In the event of any entrant being unable to satisfy these terms and conditions or forfeiting or not claiming the Prize by the Prize Claim Cut-Off Time, the Promoter may, on the Back-Up Date, take such steps as it deems necessary in order to award such unclaimed Prize to an alternate winner, in accordance with the Judging Process (subject to any written directions given under applicable law).
21. Any alternate Prize winner will be contacted directly (using the details provided at the time of entering the Promotion) as soon as possible after the award of the Prize to him/ her, and will be announced on the Foundation's Website within 2 business days of such award.

## PRIZE

22. None of the Promoter or any Promotion Partner will have any responsibility for any change in value of the Prize occurring between the Winner Determination Date and the date the Prize is claimed.
23. The Prize is awarded and must be redeemed, in accordance with and subject to these terms and conditions, the Special Conditions (if any), and any other terms and conditions disclosed at the time of redemption (including but not limited to expiry rules). It is a condition of accepting the Prize that the winner must comply with all conditions of use of the Prize and all requirements of the Prize supplier.
24. If a Prize winner is under the age of 18, then before s/he can claim his/ her Prize, s/ he must obtain consent from their parent or legal guardian to do so, and must be accompanied during any travel undertaken in connection with redemption of the Prize by an Australian resident over the age of 18.
25. The winner will be responsible for all taxes, fees and other charges of any kind applying to the redemption of the Prize. Applicable taxes, fees and other charges may vary and are subject to change without notice.
26. Unless expressly stated in these terms and conditions, all expenses connected with redemption of the Prize are the responsibility of the Prize winner including but not limited to meals, spending money, transportation, drinks, incidentals, accommodation, optional activities or excursions and all other ancillary costs.
27. Compliance with any government requirements relating to Prize redemption is the sole responsibility of the winner.
28. In the event that the Prize winner does not redeem his/her Prize by the time stipulated, then the entire Prize will be forfeited by that winner and cash will not be awarded in lieu of the Prize.
29. No responsibility is accepted by the Promoter or any Promotion Partner for late, lost or misdirected entries. The Prize must be taken as stated and no compensation will be payable if a winner is unable to use the Prize as stated. The Prize is not exchangeable or

- redeemable for cash or other goods or services. The Prize cannot be transferred to any other person unless agreed to by the Promoter and permitted under any Special Conditions.
30. By entering the Promotion and by claiming the Prize, the winner acknowledges and accepts that any activities comprising the Prize may be inherently dangerous and may result in death, injury, incapacity, damage to property or other losses. The Promoter and the Promotion Partner(s) are not responsible for any acts of god, adverse weather conditions or industrial action or civil commotion that may occur whilst a winner redeeming the Prize. None of the Promoter or any Promotion Partner guarantees any Prize winner will enjoy his/ her Prize or be suited to the type of prize offered.
  31. The Promoter reserves the right to request any winner to:
    - a. sign a winner's deed of release or any other relevant forms or agreements that the Promoter deems necessary; and
    - b. provide proof of identity, proof of age, proof of residency and/or proof of entry validity, in order to claim his/ her Prize. Proof of identification, residency, age and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit his/ her Prize in whole and no substitute will be offered.
  32. If the Prize is unavailable for any reason, the Promoter reserves the right to substitute the Prize for a prize of equal or greater value, subject to applicable laws. Cash will not necessarily be awarded as a substitute.

## GENERAL

33. The Promoter reserves the right to disqualify any entrant who the Promoter has reason to believe has breached any of these conditions, or engaged in any unlawful or improper misconduct calculated to interfere with the fair and proper conduct of the Promotion. The Promoter reserves all legal rights to recover damages or other compensation from such an offender.
34. Without limiting the preceding paragraph, any entrant to the Promotion who is found to:
  - a. have used a third party (including online competition entry site) to enter on their behalf; or
  - b. be entering incorrect contact details, including incorrect email contact details, (each an "**Unauthorised Activity**"),will have all his/ her entries, and any claim s/he has to the Prize, invalidated. If an entrant is awarded the Prize and then found to have undertaken any Unauthorised Activity, the entrant must immediately return that Prize. The Promoter has sole discretion to determine if any Unauthorised Activity has taken place. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if an entrant has undertaken any Unauthorised Activity, and entrants must promptly supply such documentation upon request.
35. All Entries and any copyright subsisting in the Entries become and remain the property of the Promoter. The Promoter may publish or cause to be published any Entry received.
36. In claiming the Prize, the Prize winner agrees:
  - a. that his/ her name and photograph may be used for promotional purposes by the Promoter;
  - b. to participate and co-operate as required in all editorial and publicity activities relating to the Promotion, including but not limited to being interviewed, photographed and filmed; and
  - c. to grant the Promoter a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide, including online social networking sites, and the winners will not be entitled to any fee for such use.
37. If for any reason the Promotion is not capable of running as planned, including (but not limited to) illness, death, infection by computer virus, bugs, tampering, unauthorised

intervention, fraud, technical failures or any other causes beyond the control of the Promoter, which corrupt or affect the administration security, fairness or integrity or proper conduct of this Promotion or the awarding of the Prize, the Promoter reserves the right in its sole discretion to take any action that may be available, and to cancel, terminate, modify or suspend the Promotion, subject to any direction given under applicable State or Territory lottery/ gaming permit regulations, or State or Territory fundraising laws.

38. In the case of the intervention of any outside agent or event which naturally changes the result of the Judging Process or prevents or hinders that process, including but not limited to illness, death, vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strikes; the Promoter may in its absolute discretion cancel the Promotion and recommence it from the start on the same conditions, subject to applicable laws.
39. To the maximum extent permitted by law, the Promoter, the Promotion Partner(s) and the related bodies corporate of each of them, together with the officers, employees, contractors and agents of each such entity, are not responsible and exclude all liability for any losses, damages, expenses, costs, personal injuries or death (**Damages**) arising out of or connected with this Promotion, the promotion of this Promotion or the taking or using of any Prize or part of it (including but not limited to any breach of these terms and conditions), whether the Damages arise in contract, tort (including negligence) or under any other common law, equitable or statutory doctrine or theory of liability whatsoever. In this paragraph, "Damages" include but are not limited to direct, indirect, special and consequential loss, loss of profits or opportunity, and loss or damage that cannot reasonably be considered to arise naturally and in the ordinary course of things, even if such loss or damage was in the contemplation of the Promoter or any other party.
40. If any act, omission, event or circumstance occurs which is beyond the reasonable control of the Promoter and which prevents the Promoter from complying with these terms and conditions, the Promoter will not be liable for any failure to perform or delay in performing its obligations and the Promoter reserves the right (subject to any applicable law) to cancel, terminate or modify or suspend this Promotion.
41. The Promoter accepts no responsibility for any tax implications that may arise from a winner accepting the Prize. Independent financial advice should be sought.

## SCHEDULE

<b>Name of Promotion</b>	Pink Stumps Day	
<b>Description of Promotion</b>	Supporters of the Foundation are encouraged to register and host a Pink Stumps Day between 1 September 2016 and 18 February 2017	
<b>Entry Steps</b>	<p>Entrants go to <a href="http://www.pinkstumpsday.com.au">www.pinkstumpsday.com.au</a> and register to host a Pink Stumps Day cricket fundraiser.</p> <p>Entrants must register their event between the promotional dates advertised.</p> <p>Entrants review and finalise their entry and agree to the Terms and Conditions.</p>	
<b>Excluded Jurisdiction(s)</b>	N/A	
<b>Judging Process</b>	The winner will be randomly drawn.	
<b>Prizes</b>	<b>WEEK/DATE</b>	<b>INCENTIVE</b>
	<b>Week 1:</b> 9am AEST 12 Sept – 8:59am 19 Sept 2016	1 Glenn McGrath signed cap
	<b>Week 2:</b> 9am AEST 19 Sept – 8:59am 26 Sept 2016	1 Glenn McGrath signed cap
	<b>Week 3:</b> 9am AEST 26 Sept – 8:59am 3 Oct 2016	1 Glenn McGrath signed mini cricket bat
	<b>Week 4:</b> 9am AEST 3 Oct – 8:59am 10 Oct 2016	1 Glenn McGrath signed cricket ball and cap
	<b>Week 5:</b> 9am AEST 10 Oct – 8:59am 17 Oct 2016	1 Glenn McGrath signed cap and mini cricket bat
	<b>Week 6:</b> 9am AEST 17 Oct – 8:59am 24 Oct 2016	1 Glenn McGrath signed cricket ball and mini cricket bat
	<b>Week 7:</b> 9am AEST 24 Oct – 8:59am 31 Oct 2016	1 Glenn McGrath signed cricket ball, mini cricket bat and cap
	<b>Week 8:</b> 9am AEST 31 Oct – 8:59am 7 Nov 2016	1 Glenn McGrath signed cricket ball, mini cricket bat and cap
	<b>Week 9:</b> 9am AEST 7 Nov – 8:59am 14 Nov 2016	1 Glenn McGrath signed cricket ball
	<b>Week 10:</b> 9am AEST 14 Nov – 8:59am 21 Nov 2016	1 Glenn McGrath signed cap
<b>Week 11:</b> 9am AEST 21 Nov – 8:59am 28 Nov 2016	1 Glenn McGrath signed mini cricket bat	

	<p><b>Week 12:</b> 9am AEST 28 Nov – 8:59am 05 Dec 2016</p> <p><b>Week 13:</b> 9am AEST 05 Dec – 8:59am 12 Dec 2016</p> <p><b>Week 14:</b> 9am AEST 12 Dec – 8:59am 19 Dec 2016</p> <p><b>Week 15:</b> 9am AEST 19 Dec 2016 – 8:59am 03 Jan 2017</p> <p><b>Week 16:</b> 9am AEST 03 Jan – 8:59am 09 Jan 2017</p> <p><b>Week 17:</b> 9am AEST 09 Jan – 8:59am 16 Jan 2017</p> <p><b>Week 18:</b> 9am AEST 16 Jan – 8:59am 23 Jan 2017</p> <p><b>Week 19:</b> 9am AEST 23 Jan – 8:59am 30 Jan 2017</p> <p><b>Week 20:</b> 9am AEST 30 Jan – 8:59am 06 Feb 2017</p> <p><b>Week 21:</b> 9am AEST 6 Feb – 8:59am 13 Feb 2017</p>	<p><b>2 Sign caps + 2 signed balls</b></p> <p><b>2 Sign Caps + 1 Signed Ball</b></p> <p><b>2 Signed caps + 1 Signed Ball</b></p> <p><b>2 Signed caps + 1 Signed Ball</b></p> <p><b>2 Signed caps + 1 Signed Ball</b></p> <p><b>1 Signed caps + 1 Signed Ball</b></p> <p><b>2 Signed balls</b></p> <p><b>1 Signed cap + 1 Signed Ball</b></p> <p><b>2 Signed ball</b></p> <p><b>1 Signed Ball + 1 Signed Cap</b></p>
<b>Maximum Notional Value</b>	The maximum notional value of each prize is \$20.00	
<b>Promotion Period</b>	<p>From: 9:00am AEST 1 September 2016</p> <p>To: 11:59pm AEST 30 November 2016</p>	
<b>Special Conditions</b>	<p>The estimate of the total maximum notional value of the Prize is provided for information only.</p> <p>The Promoter will not have any responsibility whatsoever for any change in value of a Prize occurring between the date the winner is published and date the Prize is claimed.</p> <p>The Prize is awarded and must be redeemed, in accordance with and subject to these terms and conditions.</p> <p>No responsibility is accepted for late, lost or misdirected entries</p> <p>The Prize must be taken as stated and no compensation will be payable if a winner is unable to use the Prize as stated. The Prize is not exchangeable or redeemable for cash or other goods or services. The Prize cannot be transferred to any other person unless agreed to by the Promoter. No compensation will be payable if a winner is unable to use the Prize as stated.</p>	
<b>Winner Determination Date</b>	The winner will be notified within two days of the cut-off for each incentive prize.	

