



## **TERMS AND CONDITIONS FOR THE 2019 MOTHERS DAY PROMOTION**

### **Win a Mothers' Day Hamper!**

#### **PROMOTIONAL PERIOD AND PROMOTER**

1. The promotional period for the Mothers' Day promotion will be from April 1<sup>st</sup> to May 7<sup>th</sup>, 2019.
2. The Promoter for the Promotion is Returned and Services League of Australia (Victorian branch)
3. Inc. (ABN 73941765364) of 4 Collins Street Melbourne, Victoria 3000 (the Promoter).

#### **ELIGIBILITY REQUIREMENTS**

1. Entry into this Promotion is open to certain members of the RSL Rewards Loyalty Program (Program) as provided further in these Terms and Conditions. RSL Victoria warrants that membership of the program does not require the entrant to agree to receive any gaming machine advertising.
2. In order to be eligible to participate in the Promotion, a person must be aged 18 years or over and must be a member of the Program administered by a Venue which is participating in the Promotion (Entrant).
3. A list of the venues located in Victoria which are participating in the Promotion (each Venue) will be available from the Program's website at [www.rslvic.com.au](http://www.rslvic.com.au)

#### **ENTRY**

1. All entries into the Promotion (including the prize draws contemplated in these Terms and Conditions) will be administered by the Promoter via the computer software used to deliver the Program.
2. An Entrant will automatically be entered into the Promotion by swiping their membership card when swiping at the RSL Rewards membership kiosk or point of sale at participating RSL's in Victoria during the promotional period.
3. Subject to these Terms and Conditions, there is an unlimited number of entries allowed per entrant during the promotional period.

#### **PRIZES**

1. The following prize is eligible to be won in the Promotion: 1 Hamper containing 8 products available online via RSL Rewards, total value of \$560+GST.

#### **PRIZE DRAWS**

2. The Promoter will conduct the prize draws in accordance with these Terms and Conditions:
3. The promoter will conduct the Prize Draw at the Promotor's offices, 4 Collins Street, Melbourne on 7<sup>th</sup> May 2019 at 9:00am.
4. The Promoter will randomly select one qualifying entry from the pool of qualifying entrants.
5. The Promoter will contact the Manger at the winner's Sub-Branch by telephone within one business day of the Prize Draw to notify them of their members' win and arrange delivery of

their prize. Contact will be made using the contact details recorded in the Winner's Program membership details.

6. If the Winner cannot be contacted within 2 days following reasonable attempts by the Manager of the Sub-Branch that the winner belongs to or by RSL Victoria staff, or if the Winner is not properly identified or eligible in accordance with these Terms and Conditions, that Winner will be deemed to have forfeited any entitlement to a prize and will not be eligible to participate further in the Promotion.
7. In the event a winner has forfeited their entitlements to a Prize and participation in the Contestant Draw, the Promoter will conduct a 'second chance draw' at the Promoter's offices on 9<sup>th</sup> May 2019 at 4pm AEDT. The winner(s) of any second chance draw will be contacted in accordance with paragraph 13 within one business day of the second chance draw and will be substituted as the Winner for the relevant purposes of these Terms and Conditions.

## **GENERAL**

1. Details of the winner and their prize will be published on [www.rslvic.com.au](http://www.rslvic.com.au) from the 7<sup>th</sup> May for at least 28 days.
2. In the event of unclaimed prize draw being necessary, the winner of the unclaimed prize draw and their prize will be published from 7<sup>th</sup> May 2019, on the RSL Victoria website ([www.rslvic.com.au](http://www.rslvic.com.au)) for a period of at least 28 days.
3. Any entry in the Promotion which the Promoter determines in its reasonable opinion to be fraudulent will be deemed invalid.
4. Directors, management personnel and employees of the Promoter's State Branch office are ineligible to enter in the Promotion.
5. All prizes eligible to be won in this Promotion (hereafter, Prizes) must be taken as offered and cannot be varied. All Prizes are not transferable and all non-cash Prizes are not redeemable for cash. The Promoter is not responsible for any lost, stolen or damaged Prizes. Subject to the consumer guarantees set out in Division 1 of Part 3-2 of the Australian Consumer Law (as defined in the Competition and Consumer Act 2010 (Cth) (the "Consumer Guarantees"), the Promoter does not warrant the merchantability, suitability and/or fitness for purpose of any goods and/or services awarded as a Prize (if any).
6. Information on how to enter, and the Prizes themselves, form part of these Terms and Conditions.
7. Participation in the Promotion by an Entrant (including acceptance of a Prize by an Entrant)
8. confirms their acceptance of the Terms and Conditions governing the Promotion.
9. The Promoter reserves the right, at any time, to: (a) verify the validity of entries and Entrants (including an Entrant's identity, age and place of residence) and to disqualify any Entrant whose entry is not in accordance with these Terms and Conditions or who tampers with any entry process; or (b) refuse to award the Major Prize if the Promoter reasonably suspects that an Event Contestant is not eligible, has breached these Terms and Conditions or has acted improperly to increase their chances of winning any prize in this Promotion.
10. Identification considered suitable for any verification is at the discretion of the Promoter. A Prize
11. Winner may be required to complete a statutory declaration to confirm their eligibility to accept a Prize. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
12. If for any reason a winner does not take the prize or an element of the prize at the time stipulated by the Promoter, then the prize or that element of the prize will not be redeemable for cash.
13. Decisions of the management of the Promoter are final. No correspondence will be entered into. To the extent that a situation or issue arises for which these Terms and Conditions

make no provision or in relation to which the relevant Terms and Conditions are unclear, the Promoter reserves the right to make a decision regarding such situation or issue in its sole and absolute discretion and such decision will be final and binding.

14. Except as specified otherwise in these Terms and Conditions, if for any reason a winner does not redeem the prize or an element of the prize at the time stipulated by the Promoter, then the prize or that element of the prize will be forfeited.
15. By entering the Promotion, each Entrant consents to the Promoter using (or permitting authorised third parties to use) the Entrant's name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period of time without remuneration for the purpose of promoting this Promotion (including any outcome), the Promoter and or products/services supplied by the Promoter.
16. In the event of war, terrorism, state of emergency, disaster or for any reason whatsoever beyond the reasonable control of the Promoter, the Promotion is not capable of being conducted as reasonably anticipated, the Promoter reserves the right (unless doing so would be prohibited by any law including the consumer guarantees set out in the Consumer Guarantees) to cancel, terminate, modify or suspend the Promotion subject to any written directions from any relevant regulatory body.
17. Printing and other quality control errors will not invalidate an otherwise valid prize claim.
18. Except for any implied condition or warranty (including any applicable Consumer Guarantee) the exclusion of which from these Terms and Conditions would contravene any statute or cause any part of these Terms and Conditions to be void ("Non Excludable Condition"), the Promoter excludes from these Terms and Conditions all conditions, warranties and terms, implied by statute, general law or custom. Except for any liability in relation to a Non Excludable Condition, the Promoter (including its officers, employees, contractors and agents) excludes all liability whether arising in tort (including, without limitation, negligence), contract or otherwise for any personal injury or any other loss, damage, cost, expense, damage or claim suffered, sustained or incurred (including without limitation loss of opportunity or loss of profits) whether direct, indirect, special or consequential, arising either directly or indirectly out of or in connection with the Promotion or the Prize, including (without limitation) the following: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or Prize claim that is late, lost altered, damaged or misdirected (whether or not after receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in Prize value to that stated in these Terms and Conditions; (e) any tax implications; (f) the cancellation or postponement of an event which constitutes the prize; (g) a Prize or use of a Prize; and/or (h) attendance at or participation in the Event (if applicable).
19. As a condition of accepting a prize, a winner must sign any legal documentation as and, in the form, required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
20. The Promoter will collect, use and disclose an Entrant's Personal Information (as defined under the Privacy Act 1988 (Cth)) in order to administer and conduct the Promotion, carry out any activities connected with or related to the Promotion and provide any related or ancillary goods/services. The Entrant's Personal Information may also be used and disclosed in accordance with any other terms and conditions previously agreed to by the Entrant (if any) and in accordance with the relevant privacy policy of the Promoter. If an Entrant does not provide the Promoter with the Personal Information requested by the Promoter, the Promoter may not permit the Entrant to participate in the Promotion. By entering the Promotion, the Entrant consents to the Promoter: collecting and using the Entrant's Personal Information in relation to the purposes referred to above; and (b) where considered necessary by the Promoter, disclosing the Entrant's Personal Information to third parties including, but not limited to, Prize suppliers or regulatory authorities and for any purpose to which the Entrant has previously consented including but not limited to future promotional, marketing and

publicity purposes. Entrants should direct any request to access, update or correct their Personal Information to the Promoter.

- 21.** All Prize values are in Australian dollars. Promotional pictures may not represent the actual prize.
- 22.** Any further enquiries regarding the Promotion should be directed to the Promoter.
- 23.** The laws of the State of Victoria govern the conduct of the Promotion.