

## CGU Community Coach Collingwood Fan Competition Terms & Conditions ("Conditions of Entry")

Schedule				
<b>Promotion:</b>	CGU Community Coach Collingwood Fan Competition			
<b>Promoter:</b>	CGU Insurance Limited ABN 27004478371, CGU Insurance, 181 William Street, Melbourne, VIC 3000, Australia. Ph: 03 9601 8935.			
<b>Promotional Period</b>	<b>Start Date:</b> 17.03.2016 at 9:00 AM AEDT			
	<b>End Date:</b> 06.05.2016 at 5:00 PM AEST			
<b>Eligible entrants:</b>	Entry is open to Australian residents. Entrants under the age of 18 must obtain prior permission from a parent or guardian to enter.			
<b>How to enter:</b>	<p>To enter the Promotion, the entrant must complete the following steps during the Promotional Period:</p> <ul style="list-style-type: none"> <li>(a) visit <a href="https://www.surveymonkey.com/r/MVD7M68">https://www.surveymonkey.com/r/MVD7M68</a>;</li> <li>(b) fully complete all details on the entry form as requested including their first name, last name, email address, phone number, State/Territory of residence, and an everyday safety tip; and</li> <li>(c) submit the fully completed entry form.</li> </ul> <p>Any entry containing a gibberish or nonsensical safety tip (as determined by the Promoter), may at the Promoter's discretion be deemed invalid.</p>			
<b>Number of entries permitted</b>	An entrant may enter the Promotion multiple times during the Promotional Period. However, each entry submitted by a person must relate to a different everyday safety tip. Each entry must be submitted separately and in accordance with the entry requirements.			
<b>Total Prize Pool:</b>	\$400.00			
Prize Description	Number of this Prize	Value (per prize)	Winning Method	Conditions
The prize consists of a 2016 Collingwood Football Club guernsey signed by the 2016 Collingwood AFL football club.	1	AUD\$400.00	Draw: 09.05.2016 at 12:00 PM AEST - computerised draw system or selection	Not transferable, substitutable or exchangeable nor redeemable for cash (including any unused portion).
<b>Notification of prize winners:</b>	The winner will be notified in writing within two business (2) days of the draw via the email address provided by the winner. The winner will be notified publicly (and their details published) at <a href="http://www.collingwoodfc.com.au/cgu">http://www.collingwoodfc.com.au/cgu</a> on 13.05.2016.			
<b>Unclaimed prize</b>	Prize must be claimed by 09.08.2016 at 4:00 PM AEST. The prize if unclaimed will be redrawn on 10.08.2016 at 12:00 AM AEST at CGU Insurance, 181 William Street, Melbourne, VIC 3000. The winner of the redraw will be notified in writing within two (2) business days of the redraw via the email address provided by the winner. The winner of the redraw will be notified publicly (and their details published) at <a href="http://www.collingwoodfc.com.au/cgu">http://www.collingwoodfc.com.au/cgu</a> on 17.08.2016.			

### Terms and Conditions

- The entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
- The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Entries must be received during the Promotional Period. Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
- Directors, management, employees, officers and contractors (and their immediate families) of the Promoter, of the agencies or companies associated with this Promotion or of the Promoter's retailers, distributors, suppliers and associated companies and agencies are not eligible to enter. "Immediate families" means spouse, partner, parent, guardian, natural or adopted child, and sibling (whether natural or adopted by a parent), whether or not they live in the same household as the director, manager, employee, officer or contractor.
- Valid and eligible entries will be accepted up to 06.05.2016 by 5:00 PM AEST. If the prize(s) is won by a person under the age of 18, the prize may be awarded to the winner's parent or guardian and where applicable to the prize a nominated parent/guardian must accompany any person under 18 years of age.

5. **Drawings:**

- i. **09.05.2016 at 12:00 PM AEST - computerised draw system or selection:** The winner will be determined by draw. The draw for the prize will take place on 09.05.2016 at 12:00 PM AEST at CGU Insurance, 181 William Street, Melbourne, VIC 3000, Australia by computerised draw system or selection. The Promoter warrants that the computerised draw system used to draw the prize has been appraised by a suitably qualified person into the operation and integrity of the computerised draw system. The winning entrant does not need to be present at the draw to claim a prize.
  - ii. The first valid entry drawn will win the prize indicated in the Schedule table above.
  - iii. If any particular draw is scheduled on a public holiday, the draw will be conducted at the same time and location on the following business day. The Promoter will ensure each draw is open for public scrutiny and anyone may witness the draw on request. The winner of a drawn prize is determined by chance. Skill plays no part in determining the winner.
6. All eligible entries have a fair and equal chance to win the prize.
  7. All reasonable attempts will be made to contact each winner or winner of a redraw.
  8. If any winner chooses not to take their prize (or is unable to), they forfeit the prize and the Promoter is not obliged to substitute the prize.
  9. If a prize (or portion of a prize) is unavailable the Promoter reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and/or specification, subject to any written directions of a regulatory authority.
  10. The value of the prize is accurate and based upon the recommended retail value of the prize (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the prize after that date.
  11. No entry fee is charged by the Promoter to enter the Promotion.
  12. Prize will be awarded to the person named in the entry and any entry that is made on behalf of an entrant or by a third party will be invalid.
  13. Entrants' personal information will be collected by the Promoter and the Promoter may use this information for future promotional, research and marketing purposes, including contacting the entrant electronically.
  14. The Promoter is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and its privacy policy which is located at <http://www.cgu.com.au/insurance/privacy-security>. The Promoter collects personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion and to the State and Territory lottery departments as required under the relevant lottery legislation. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion.
  15. For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and State. The Promoter's privacy policy contains information about how the entrant may access, update and seek correction of the personal information the Promoter holds about them and how the entrant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. Personal information collected from entrants will not be disclosed to any entity located outside of Australia.
  16. The Promoter reserves the right to refuse to allow a winner to take part in any or all aspects of the prize, if the Promoter determines in their absolute discretion, that a winner is not in the physical or mental condition necessary to be able to safely participate in or accept the prize. It is a condition of accepting the prize that the winner may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving the prize(s).
  17. If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier and the provision of the prize is the sole responsibility of the third party and not the Promoter. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Conditions of Entry, to the extent of any inconsistency. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.
  18. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).
  19. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, subject to State or Territory regulation.
  20. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and

illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.

21. All material submitted on entry (e.g. photos, images, drawings, comments, sound/video recordings, safety tip suggestions and answers to a promotional question) must NOT: (a) be in breach of any laws, regulations and rights, e.g. any laws regarding intellectual property (copyright, trademarks, etc), defamation and privacy; (b) be defamatory, obscene, derogatory, pornographic, sexually inappropriate, contain nudity, aggressive, violent, abusive, harassing, threatening, objectionable or discriminate/vilify any section of the community with respect to race, ethnicity, nationality, religion, origin, sexual preference, mental illness, disability or gender or unsuitable for publication; or (c) contain viruses. Entrants must obtain prior consent from any person or from the owner(s) of any property that appears in their entry. Entrants agree that their entry is their original work and does not infringe the rights or third parties, or that they have obtained full prior consent from any person who has jointly created or has any rights in the aforementioned material. Entrants consent to any use of their entry that may otherwise infringe their moral rights. Entrants are responsible for all entries they submit on entry. The Promoter will not be liable for any entries, to the extent permitted by law. The Promoter reserves the right to remove, request removal or decline to publish any entry or portion of an entry for any reason whatsoever, including if in breach of these Terms and Conditions. Entrants agree to indemnify the Promoter for any breach of the Terms and Conditions including this clause.
22. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that there is a dispute concerning the conduct of the Promotion, the decision of the Promoter is final and binding on each entrant and no correspondence will be entered into.
23. The Promoter and its associated agencies and companies 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 which is suffered or sustained (whether or not arising from any person's negligence) in connection with this Promotion or accepting or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
24. By entering, all entrants license and grant the Promoter, its affiliates and sub-licensees an exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (including any portion of their entry) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability. Entrants further agree, upon request by the Promoter, to assign all of their rights, title and interest (including copyright) in and to their entry to the Promoter and to sign any legal documentation to confirm such assignment.
25. The entrant warrants and represents that any material sent or provided by the entrant to the Promoter will not infringe any copyright, trademarks or other intellectual property rights of any third party (including moral rights) and that the entrant has all rights to use the materials and has obtained all necessary consents to comply with any relevant privacy and/or confidentiality requirements.
26. The entrant will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.
27. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.
28. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
29. Authorised under: NSW Permit No. LTPS/16/01954