

Terms and Conditions

1. The Promoter

The WorkSafe Victoria *Health and Safety Month Host Your Own Event* Promotion (**Promotion**) is promoted by the Victorian WorkCover Authority trading as WorkSafe Victoria ABN 90 296 467 627 (**WorkSafe Victoria**), of 1 Malop Street, Geelong, Victoria, 3220.

2. Promotion Details

Information on how to enter the Promotion, mechanics of entry, and prizes form part of these Terms and Conditions. Entry into the Promotion is deemed acceptance of these Terms and Conditions.

3. Conditions of Entry and Eligibility

- (a) The following conditions of entry are required to be met for a valid entry. Entry is voluntary and only open to persons who are permanent residents of the State of Victoria and who are employed in a Victorian workplace that has a physical presence (Workplace) (Entrant).
- (b) By entering the competition you agree to allow the Promoter to share your event and organisations details, including company name, photo/s and event description via their social media channels.
- (c) Directors, management and employees (and their immediate family) of the Promoter and/or any agents connected with this Promotion are ineligible to enter the Promotion.
- (d) "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 first cousin.
- (e) Persons aged under 18 years at the time of submitting their entry must obtain the consent of their parent or legal guardian to enter the Promotion. Any entry received that does not meet these requirements will be deemed invalid.
- (f) These Terms and Conditions will bind Entrants and any parent or legal guardian who gives their consent (for Entrants aged under 18 years). If any Prize Winner is aged under 18 years, the Prize will be awarded to the parent or legal guardian who consented to the winner entering the Promotion on behalf of the winner, at the discretion of the Promoter.

4. Entry Requirements and Verification

- (a) Entries open at 12:01am (AEDST) on Friday 21 September 2018 and close at 11:59pm (AEDST) on Thursday 1 November 2018. (**Promotion Period**).
- (b) In order to enter into the draw for the Prize, Entrants must during the Promotion Period:
 - (i) Visit the WorkSafe Victoria Health and Safety Month Host Your Own Event webpage – www.worksafemonth.com.au/host-your-own-event (**Promotion Site**); and
 - (ii) submit their entry, following the prompts in the manner required to submit an entry. This includes a verification by the person(s) entering the Promotion on behalf of their workplace (Workplace) that they will be holding their own health and safety related event at their workplace and entering a short description of their event via the email address socialmedia@worksafe.vic.gov.au and where possible, attaching a photo(s) of their event. There is no limit to the size of the workplace event.

- c) The photo or description posted must reflect a health and safety related event within the Entrant's Workplace and clearly display the Workplace name and indicate the date of the event.
- (d) The validity of the health and safety event and all other requirements of Entry will be solely determined by the Promoter.
- (e) Entrants are limited to one entry per day during the Promotion Period per Workplace.
- (f) Entries submitted outside the Promotion Period will not be accepted.
- (g) If an Entrant submits more than one entry for any one day of the Promotion Period, after the first valid entry is received, any subsequent entry will be deemed invalid.
- (h) Entrants may only enter in their own legal name and must include the business name of their workplace. Entrants who provide incorrect, misleading or fraudulent information are ineligible to participate in the Promotion and all entries of an Entrant who is deemed by the Promoter to have provided incorrect, misleading or fraudulent information may, at the discretion of the Promoter, be deemed invalid.
- (i) An entry is deemed to be received at the time of receipt by the Promoter and not at the time of transmission. Entries which are partially or wholly incomplete, inaccurate, false, erroneous, ineligible and/or in any way incomprehensible or outside the intent of the Promotion, will automatically be deemed invalid. The Promoter accepts no responsibility for late, lost or misdirected entries.
- (j) The Promoter reserves the right to request the Prize Winner produce within a required timeframe photo identification, proof of being a Victorian resident, proof of working in a Victorian business and proof of hosting a health and safety event in their workplace during the promotion period or other documentation for verification to the Promoter's satisfaction, at its sole discretion in order to confirm the Prize Winner's identity and eligibility to enter the Promotion and claim a Prize, in addition to any information submitted by the Entrant in entering the Promotion, before issuing a Prize (including confirming consent from an Entrant's parent or legal guardian and the name, age and contact details of the parent or legal guardian that gave their consent, where an Entrant is under 18 years of age).

5. The Prize

- (a) A Workplace upgrade (**Prize**) is available to be won by the winning Entrant (Prize Winner) during the Promotion Period. This will be awarded through a Coles Group and Myer gift card, which the Prize Winner will be free to spend in the manner they choose for a Workplace upgrade at their place of employment.
- (b) The total value of the prize for the Promotion Period is \$3,000.00 AUD.

6. How the Prize will be awarded

- (a) The Prize Winner will be drawn, subject to clause 8, at 1 Malop Street, Geelong, at 10am on Friday 2 November 2018 by the Promoter.
- (b) The first eligible entry randomly drawn from all entries received during the Promotion Period will win the Prize.
- (c) The Prize is not transferable or exchangeable and may not be redeemed for cash.
- (d) If a Prize becomes unavailable for any reason beyond the Promoter's reasonable control, then a comparable prize of equal or greater value may be awarded in lieu.

7. Prize Winner notification and Verification

- (a) The Prize Winner will be notified by the Promoter via phone.
- (b) The Prize Winner's Workplace business name and suburb will be published on the WorkSafe Victoria Facebook

page once the winning Entrant has proven their eligibility to win a Prize, and has claimed the Prize.

(c) The Promoter takes no responsibility for the loss of the Prize due to incorrect or imprecise address details being provided, or for any other reasons outside the Promoter's control. If a Prize is not claimed by the Prize Winner and/or is returned because of incorrect information provided by the Prize Winner it will be deemed to be forfeited and the Prize will revert to another draw for selection of a valid Prize Winner in accordance with (d) below.

(d) If, within three (3) business days from the date of the notification via phone:

(i) the Promoter has been unable to contact the Prize Winner or otherwise verify the details of the Prize Winner; or

(ii) the winning Entrant is unable to confirm to the Promoter's satisfaction their eligibility to be awarded a Prize; or

(iii) the Prize Winner is unable or unwilling to accept or participate in a Prize, that entry will be deemed invalid and the Entrant will be ineligible for a Prize and the Prize will revert to another draw for selection of a valid Prize Winner.

(e) If the circumstances in paragraph (c) of this clause apply, the Promoter will reassess the valid entries and award the Prize to another Entrant in accordance with clause 10. If for any reason a Prize cannot be awarded to the alternate Prize Winner, then the Promoter will continue the process until the Prize is awarded.

8. Conditions of Prize Acceptance

(a) If a Prize Winner has not been verified or validated to the Promoter's satisfaction then all entries of that Entrant will be ineligible and deemed invalid.

(b) It is a condition of accepting a Prize that the winner may be required to sign a legal release or releases in a form determined by the Promoter in its absolute discretion.

(c) Any additional costs which may be incurred in acceptance and use of a Prize are the responsibility of the Entrant.

(d) No compensation will be payable if a Prize Winner is unable to use and/or accept a Prize for whatever reason. The Promoter accepts no responsibility if a Prize is lost or stolen.

(e) The Promoter is not responsible for any loss suffered by an Entrant in connection with the Promotion and an Entrant who wins a Prize is not entitled to any additional benefits or prizes as a consequence of any loss.

9. Unclaimed Prizes

(a) The Promoter may draw up to five (5) additional reserve entries and record them in order of draw in case an invalid entry or ineligible Prize Winner is drawn or the Prize Winner is unable to accept the Prize. In the event an entry is invalid or an Entrant is ineligible, or if an Entrant is unable to accept the Prize, the Prize will be awarded to the next reserve entry drawn.

(b) If the Prize cannot be awarded to the reserve Entrant drawn (based on the above circumstances), the Promoter will continue the process until the Prize is awarded. No extension or variation of the times and dates nominated by the Promoter will be permitted.

(c) The Promoter's decision is final and no correspondence will be entered into.

10. Ownership of entries

In entering the Promotion, an Entrant is indicating that all information provided in an Entry is correct and that the Entrant has copyright in all photos posted and understands that upon entering the Promotion, all copyright subsisting in an entry irrevocably becomes the property of the Promoter.

11. Verification and Disqualification of Entrants

- (a) The Promoter's selection of the Prize Winner is final and no correspondence will be entered into in the Prize Winner selection.
- (b) In selecting the Prize Winner the Promoter has the exclusive right to verify the validity of any and all entries and to disqualify any Entrant from the Promotion if the Promoter has reason to believe that there has been any attempt to:
 - (i) tamper with the entry process;
 - (ii) submit an entry which is not in accordance with these Terms and Conditions; and/or
 - (iii) engage in any unlawful or improper conduct calculated to jeopardise the fair and proper conduct of the Promotion.
- (c) The Promoter's legal rights to recover damages or other compensation from such an offender are reserved to the fullest extent permitted by law. If the Promoter suffers loss or incurs any costs in connection with any breach of these Terms and Conditions or any other legal obligation by an Entrant, the Entrant agrees to indemnify the Promoter in full for those losses, damages and costs payable as a debt due on demand.
- (d) The use of any automated entry software or any mechanical, electronic or other means that allows an Entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that Entrant invalid.

12. Liability

- (a) The Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence) except for any liability that cannot be excluded by law, for any direct or indirect injury, loss and/or damage (including loss of opportunity), whether direct, indirect, special or consequential, arising in any way out of the Promotion. This includes, but is not limited to loss and/or damage arising from:
 - (i) any technical difficulties or equipment malfunctions, delays or failures, including those resulting from accessing any materials related to this Promotion and any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, the Promotion (whether or not under the Promoter's control);
 - (ii) any theft, unauthorised access or third party interference;
 - (iii) any entry, prize claim or prize 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;
 - (iv) any variation in Prize value to that stated in these Terms and Conditions;
 - (v) any tax liability incurred by a winner or Entrant; and/or
 - (vi) acceptance and/or use of any prize.

13. Modification or cancellation of the Promotion

If this Promotion is not capable of running as planned for any reason, including but not limited to war, terrorism, state of emergency or disaster (including natural disaster), infection by computer virus, bugs, tampering, unauthorised intervention, technical failures or anything which corrupts or affects the administration, security, fairness, integrity or proper conduct of this promotion, the Promoter reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Promotion.

14. Collection of Personal Information

(a) The Promoter collects personal information about an Entrant (including the Entrant's Facebook, LinkedIn or Twitter information) for the primary purpose of including the Entrant in the Promotion, processing and administering the Promotion and, where appropriate, awarding a Prize. If the Entrant's name and business name is not provided, the Entrant cannot participate in the promotion and is deemed ineligible.

(b) Personal information collected is managed in accordance with the Victorian Information Privacy Principles and WorkSafe Victoria's Privacy Statement and Privacy Policy available at www.worksafe.vic.gov.au. An Entrant can gain access to, update or correct any personal information held by the Promoter in relation to this Promotion by contacting WorkSafe Victoria, communications@worksafe.vic.gov.au.