# **Event Terms and Conditions – Daffodil Day Dip in August 2024**

# **Terms of Participation**

Thank you for applying to participate in the Daffodil Day Dip in August 2024 (the **Event**). All references to the Event in these terms is a reference to all other activities associated with the Event, whether they are held before, during or after the Event. You participate in the Event at your own risk and subject to these Terms and Conditions of participation and other documents provided to you in your welcome pack. It is your responsibility to comply with all legal requirements relating to this fundraising event and you are responsible for obtaining your own insurance coverage as you consider appropriate for participation in the Event. By participating in the Event, you are accepting these Terms and Conditions, the **Fundraising Guidelines** and our **Privacy Collection Statement** and agree to comply with them. By registering on behalf of someone else, you undertake to inform them of these Terms and Conditions.

If you are under the age of 18, you must ensure that these Terms and Conditions are accepted by your parent or guardian on your behalf. Where relevant these Terms and Conditions will also apply to donors and supporters of participants.

The **Event Period** is the period in which any fundraising activity associated with the Event takes place, including participation in the Event itself.

Cancer Council reserves the right, in its absolute discretion, to accept or refuse any applications for entry into the Event and disqualify entries if it considers such action to be appropriate. We may change these terms and conditions from time to time, without notification.

# **Youth Participants**

If you are under the age of 18 (**Youth Participant**), you must ensure that these Terms and Conditions are accepted by your parent or guardian on your behalf. If you are registering on behalf of a Youth Participant, you agree to these Terms and Conditions in your own right and on behalf of the Youth Participant. All references to "You" and "Your" in these Terms and Conditions refer to both the Youth Participant and their parent or guardian.

## Participation in Fundraising Events by Children Under 15 Years of Age

To participate in the Event, children under 15 years of age must:

- 1. be at least 8 years of age at the time of registration;
- 2. have the explicit consent of their parent or guardian to participate at the time of registration;
- 3. be accompanied/supervised by their parent or guardian (the **Supervisor**) during the Event Period and any associated fundraising activities; and
- 4. not participate:
  - a) for more than 4 hours on a school day;
  - b) for more than 6 hours on a non-school day;
  - c) after 8:30pm on a non-school day when the following day is a school day;
  - d) for more than five days in a week;
  - e) before 6.30am or sunrise, whichever is the later, if participating outdoors; and
  - f) after sunset or 6pm, whichever is the earlier, if participating outdoors.

The Supervisor must ensure that during the Event Period:

- 1. they maintain ongoing contact and proximity to the child appropriate to the child's age;
- 2. the child is provided with appropriate food and water or other nutritious drink;
- 3. the child is adequately clothed and protected for the weather conditions;
- 4. the child does not enter a private dwelling if soliciting door-to-door;
- 5. the child does not solicit from a person in a motor vehicle; and
- 6. they accompany the child home after the Event, unless the child is more than 12 years of age.

## **Risk Notice**

You understand and agree that you participate in the Event at your own risk.

The Event may involve inherent risks of harm associated with physical exertion. Some of those risks are injury due to slippery or uneven surfaces, obstacles, trip hazards, overcrowding, collision with objects or people and the effects of heat, cold, dehydration and exhaustion.

Injuries may include injuries from falls such as broken bones, sprained muscles, injuries to ligaments, cartilage or other soft tissue, as well as blisters, cuts and abrasions, and bites, stings or other injuries caused by water creatures and other animals around the Event area. Injuries may also arise from exertion, including heart attack, fainting and loss of consciousness. By proceeding with your application to enter the event, you understand and accept that the risks of participation in the event are increased if you choose to participate in costume, using props, or if your movement is restricted or you are not a competent walker.

Participation in the event in a public place where people are present also increases your risk of exposure to and contraction of communicable disease(s), including but not limited to COVID-19.

You acknowledge that the above is not an exhaustive list of all risks inherent in your participation in the event and that there may be risks that are not known or reasonably foreseeable at this time.

You warrant that you are in proper physical and mental condition and have no known medical conditions or disabilities that may be incompatible with your safe participation in the event. You understand that Cancer Council recommends that you consult a doctor before participating in the event, particularly if you have ever experienced medical conditions that may make it dangerous for you to participate in the event.

Regardless of whether you have consulted a doctor, you agree that by participating in the Event, you are aware of the risks involved and you voluntarily assume those risks. You understand that Cancer Council has not obtained personal accident insurance or any other insurance covering your participation in the Event and it is your responsibility to obtain any and all insurance which is appropriate for that purpose.

You assume all risk to both you and your property during the event.

## **Exclusion and Limitation of Liability**

To the extent permitted under the Civil Liability Act 2002 (NSW) ("CLA"), Cancer Council excludes liability for damages for harm resulting from breach of an express or implied warranty that the services will be rendered with reasonable care and skill.

You understand and agree that, to the extent permitted by law, Cancer Council and any event sponsor (and any of their directors, officers, employees, volunteers, agents and representatives) exclude all liability for damages for any harm (including but not limited to personal injury or death, damage to property and economic loss and whether direct, indirect, special or consequential) to the extent caused by your failure to exercise reasonable care and skill, regardless of whether the claim is brought in tort (including in negligence), in contract, under statute or otherwise, where such liability results from breach of an express or implied warranty that the services will be rendered with reasonable care and skill.

You understand and agree that to the maximum extent permitted by law:

- all conditions, warranties, guarantees, rights, remedies, liabilities or other terms implied or conferred by statute, custom, or the general law that impose any liability or obligation on Cancer Council or the Event sponsors (or their directors, officers, employees, volunteers, agents and representatives) are excluded (including consumer guarantees to the extent such exclusions are permitted under the law);
- neither Cancer Council nor any of the Event sponsor (nor any of their directors, officers, employees, volunteers, agents and representatives) will be liable to you or any other person in contract, tort (including negligence) or otherwise for any loss, damage, cost or expense of any kind (including direct. indirect or consequential losses, damages, costs and expenses) (Loss) suffered or incurred by you or any other person in connection with the Event, except to the extent the Loss is caused by Cancer Council's reckless conduct (as that term is defined in the Competition and Consumer Act 2010 (Cth)) or any malicious, criminal or fraudulent acts; and
- in any circumstances where the above exclusions (or any of them) are held by a Court to be ineffective or unenforceable for any reason whatsoever, Cancer Council's liability to you and to any other person is limited (at its option) to re-supplying, repairing, or replacing the service or the payment of the cost of supplying the service to you again.

Section 139A of the Competition and Consumer Act 2010 (Cth) ("CCA") permits a term of a contract for the supply to a consumer of recreational services, to exclude liability of the supplier for the death and personal injury arising from the failure to comply with a guarantee provided in sections 60 to 62 of the Australian Consumer Law (ACL).

You understand and agree that, to the extent permitted by section 139A of the CCA, Cancer Council and any event sponsor (and any of their directors, officers, employees, volunteers, agents and representatives) excludes all liability in connection with the supply of recreational services for:

- 1. death;
- 2. physical or mental injury;
- 3. the aggravation, acceleration or recurrence of a physical or mental injury;
- 4. the contraction, aggravation or acceleration of a disease; and
- 5. the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs in relation to an individual, that is or may be harmful or disadvantageous to the individual or community, or that may result in harm or disadvantage to the individual or community, resulting from a failure of Cancer Council or any event sponsor (or any of their

directors, officers, employees, volunteers, agents and representatives) to comply with a guarantee in sections 60-62 of the ACL.

This exclusion of liability does not apply where significant personal injury is caused by the reckless conduct of Cancer Council or any event sponsor.

## **Release and Indemnity**

You fully and irrevocably exclude and release Cancer Council and all event sponsors, as well as their directors, officers, employees, volunteers, agents and representatives, from all liability for any loss, damage, cost or expense (whether in negligence, contract, under statute or otherwise) suffered by you as a consequence of:

- your involvement in the Event, including in relation to death and personal injury;
- in connection with or in respect of any breach of these Terms and Conditions; and
- in connection with the publication or distribution of any material or information you supply to us.

If any claim, including in relation to personal injury, property damage or wrongful death arising from your participation in the Event is commenced, you agree to indemnify and hold harmless Cancer Council and all the event sponsors, as well as their directors, officers, employees, volunteers, agents and representatives, from any and all loss, damage, cost or expense in connection with such claim. Your liability under this indemnity is reduced to the extent that the loss or damage arises out the gross negligence, fraud, criminal conduct or wilful misconduct of the Cancer Council, or its directors, officers, employees, volunteers, agents and representatives.

## Public venue and persons giving directions

Where you participate in the event on premises or property made available for the general public and community events, you agree to comply with all rules and regulations, including all traffic and road laws, that may apply to that jurisdiction, premises or property. You also agree to follow the directions of anyone authorised to give directions whilst you are on the said premises or property.

## **Event Behaviour**

You agree to show respect for other participants in the event, and at all times, to be considerate of others. You agree to abide by the rules concerning activities, coarse language, privacy, and noise. You acknowledge and agree that the event is a non-smoking event.

#### **Public Health Management**

You agree to adhere to all public health rules and regulations notified to you by your local, state or federal Government, other regulatory body, Event organiser or the Event venue.

## **Photographic Consent**

You acknowledge that in the course of the event, photographs, Images or film may be taken of you, either alone or in group shots with others. You agree to the use of your image in these photographs, Images or film and for their use on Cancer Council publications or websites in the future. You agree that Cancer Council may use your name in conjunction with any photographs or Images of you. You

also agree that the photographs or film may be used by third party media organisations in connection with the publicity and reporting of the Event publicly.

If you share, post or upload photos or videos ("Images") to the event website, or tag or link Cancer Council in such content on social media, you consent to the following:

- 1. Cancer Council has permission to use, distribute, modify, display and create derivative works from the Images in promotional collateral and on Cancer Council websites, publications and on any other medium now or in the future in perpetuity. You waive any right to review or approve any uses of the Images.
- 2. where you, or any of the subjects appearing in the Images, are identified or identifiable in the Images, you give Cancer Council permission to identify you and the other subjects by name.
- 3. you agree the Images may also be used by Cancer Council Australia and other State and Territory Cancer Councils that are members of Cancer Council Australia (Cancer Council Affiliates).
- 4. you are not entitled to any remuneration or compensation from Cancer Council or the Cancer Council Affiliates for the Images.

You also confirm that:

- 1. you are the creator and the copyright owner of any Images you share, post or upload to the event website, or tag Cancer Council or the event in on social media, and
- 2. you have the permission or consent of all persons who are captured and identifiable in the Images you provide to Cancer Council (including parental consent if the subject is under the age of 16).

You understand that any content and Images that you share, post or upload on our website may be crawled and stored by web services such as search engines, social media platforms or archiving tools. Cancer Council is not responsible for removing information stored by third parties.

We may change these Terms and Conditions from time to time, without notification.

# **Incentives Terms and Conditions**

## Free Cancer Council Fancy Swim Cap

## Entry

- 1. Instructions on how to enter and prizes form part of these conditions of entry. Entry into the Daffodil Day Dip 2024 fancy swimming cap promotion (the **Promotion**) constitutes acceptance of these conditions. These terms and conditions may be amended from time to time, in accordance with state regulations.
- 2. The promoter of this Competition is The Cancer Council NSW (ABN 51 116 463 846), 153 Dowling St, Woolloomooloo, NSW 2011, (02) 9334 1900 (the **Promoter**).
- 3. The Promoter will take reasonable steps to inform you of any changes to the conduct of the Promotion.
- The Promotion commences at 12.00am AEST, Monday, 17 June 2024 and finishes at, 11.59pm AEST, Saturday, 7 August 2024 or until swimming cap stock runs out (the **Promotion Period**).
- 5. This Promotion is open to Australian residents who:
  - are aged 18 years or over OR are aged under 18 years and have obtained permission from a parent or guardian to enter;
  - register as an individual for the Daffodil Day Dip 2024 (the **Event**); and
  - are one of the first 500 people to register for the Event and raise \$30 within the first 3 days during the Promotion Period and;
- 6. There is no fee required to enter the Promotion.
- 7. Entry is automatic and limited to one per person.
- 8. Any persons involved in the management of the Promoter, and employees of the Promoter are not eligible to enter. Any person involved in the determination of prize recipients is not eligible to enter.

- 9. The first 500 people to register for the Event and raise \$30 within the first 3 days will receive a Daffodil Day 2024 fancy swimming cap.
- 10. Qualifying Participants may not receive more than one (1) Prize. There are no bonus prizes to be awarded.
- 11. The Prize will be shipped, and the prize recipients will receive an email from the Promoter notifying them when their prize has been shipped.
- 12. Any ancillary costs associated with redeeming the Prize are not included. The Prize is not redeemable for cash. If a prize or element of a prize becomes unavailable for unforeseeable or other special circumstances, then a comparable prize that is of equal or greater value will be awarded in lieu.

- 13. The Promoter reserves the right, at any time, to verify the validity of entries and Qualifying Participants (including identity, age, and place of residence) and to disqualify any Qualifying Participants who submit an entry that is not in accordance with these conditions or who tamper with the entry process. The Promoter's decision shall be final, and no correspondence will be entered into.
- 14. The Promoter collects personal information about you to enable you to participate in this promotion and for other marketing purposes in accordance with our <u>Privacy Collection</u> <u>Statement</u>.
- 15. The Promoter is not liable for any loss or damage arising from participation in the Promotion.
- 16. This Promotion is not sponsored, endorsed or administered by, or associated with, Meta.

## Raise \$24 in 24 Hours Competition

## Entry

- Instructions on how to enter and prizes form part of these conditions of entry. Entry into the Daffodil Day Dip 2024 24-hour challenge (the **Promotion**) constitutes acceptance of these conditions. These terms and conditions may be amended from time to time, in accordance with state regulations.
- 2. The promoter of this Promotion is The Cancer Council NSW (ABN 51 116 463 846), 153 Dowling St, Woolloomooloo, NSW 2011, (02) 9334 1900 (the **Promoter**).
- 3. The Promoter will take reasonable steps to inform you of any changes to the conduct of the Promotion.
- 4. The Promotion commences at 12.00pm AEST, Wednesday, 28 August 2024 and finishes at 12.00pm AEST, Thursday, 29 August 2024 (the **Promotion Period**).
- 5. This Promotion is open to Australian residents who:
  - are aged 18 or over OR are aged under 18 and have permission from a parent or guardian to enter;
  - register to participate in the Daffodil Day Dip 2024 (the Event); and
  - raise \$24.00 or more in donations through their personal online fundraising page during the Promotion Period> (**Qualifying Participants).**
- 6. Qualifying Participants may be eligible for multiple entries and one entry will be granted for each donation of \$24 or more received on their personal online fundraising page during the Promotion Period.
- 7. There is no fee required to enter the Promotion.
- 8. Entry is automatic.
- 9. Any persons involved in the management of the Promoter, and employees of the Promoter are not eligible to enter. Any person involved in the determination of prize winners is not eligible to enter.

- 10. The Prize is an Endota spa package voucher valued at \$500 inclusive of GST.
- 11. This is a game of chance. The Prize winner will be randomly drawn by the Promoter from the pool of Qualifying Participants at 2.00pm AEST on Thursday 29 August 2024 at the Promoter's head office. The Promoter's decision is final, and no correspondence will be entered into.
- 12. Qualifying Participants may not win more than one (1) prize. There are no bonus prizes to be awarded.
- 13. Any ancillary costs associated with redeeming the Prize are not included. The Prize is not redeemable for cash. If a Prize or element of a prize becomes unavailable for unforeseeable or other special circumstances, then a comparable prize that is of equal or greater value will be awarded in lieu.
- 14. The winner will be notified personally via email or phone from 3:00pm AEST on Thursday 29 August 2024. To claim the Prize, an email address must be provided for the prize to be sent to.
- 15. The winner will be publicly announced within the Facebook Group.
- 16. The Prize will be mailed/emailed within seven (7) days of being claimed. If the winner is under 18 years of age, the Prize will be awarded to the winner's parent or legal guardian.
- 17. If the Prize is not claimed within 14 days, a second draw will be held at the Promoter's head office to re-draw the Prize. The winner of the redraw will be notified personally via email or phone and must comply with these terms as if they were the original winner.
- 18. If, after the second draw, the Prize remains unclaimed, the Promoter will publish this information on its website. In these circumstances, the Promoter reserves the right to retain the prize and put it to an alternative use as it sees fit.
- 19. The Promoter reserves the right, at any time, to verify the validity of entries and Qualifying Participants (including identity, age, and place of residence) and to disqualify any Qualifying Participants who submit an entry that is not in accordance with these conditions or who tamper with the entry process. The Promoter's decision shall be final, and no correspondence will be entered into.
- 20. The Promoter collects personal information about you to enable you to participate in this Promotion and for other marketing purposes in accordance with our <u>Privacy Collection</u> <u>Statement.</u>
- 21. The Promoter and Meta are not liable for any loss or damage arising from participation in the Promotion.
- 22. This Promotion is not sponsored, endorsed or administered by, or associated with, Meta.

## **Raise \$150 Competition**

## Entry

- Instructions on how to enter and prizes form part of these conditions of entry. Entry into the Daffodil Day Dip 2024 Raise \$150 Competition (the **Promotion**) constitutes acceptance of these conditions. These terms and conditions may be amended from time to time, in accordance with state regulations.
- 2. The promoter of this Promotion is The Cancer Council NSW (ABN 51 116 463 846), 153 Dowling St, Woolloomooloo, NSW 2011, (02) 9334 1900 (the **Promoter**).
- 3. The Promoter will take reasonable steps to inform you of any changes to the conduct of the Promotion.
- 4. The Promotion commences at 12.00am AEST, Monday, 17 June 2024 and finishes at 11.59pm AEST, Saturday 31 August 2024 (the **Promotion Period**).
- 5. This Promotion is open to Australian residents who:
  - are aged 18 or over OR are aged under 18 and have permission from a parent or guardian to enter;
  - registered to participate in the Daffodil Day Dip 2024 (the Event);
  - have raised \$150 or more to their personal online Facebook Fundraiser during the Promotion Period (Qualifying Participants).
- 6. There is no fee required to enter the Promotion.
- 7. Entry is automatic and limited to one per person.
- 8. Any persons involved in the management of the Promoter, and employees of the Promoter are not eligible to enter. Any person involved in the determination of prize winners is not eligible to enter.

- 10. The Prize is a Luxury Escapes holiday voucher valued at \$1500 inclusive of GST.
- 11. This is a game of chance. The Prize winners will be randomly drawn by the Promoter from the pool of Qualifying Participants at 2.00pm AEST on Monday, 2 September 2024 at the Promoter's head office. The Promoter's decision is final, and no correspondence will be entered into.
- 12. Qualifying Participants may not win more than one (1) prize. There are no bonus prizes to be awarded.
- 13. Any ancillary costs associated with redeeming the Prize are not included. The Prize is not redeemable for cash. If a Prize or element of a prize becomes unavailable for unforeseeable or other special circumstances, then a comparable prize that is of equal or greater value will be awarded in lieu.
- 14. The winner will be notified personally via email or phone from 3.00pm AEST on Monday, 2 September 2024 and to claim the Prize, must provide a postal address for the prize to be mailed.

- 15. The winner will be publicly announced within the Facebook Group.
- 16. The Prize will be mailed/emailed within seven (7) days of being claimed. If the winner is under 18 years of age, the Prize will be awarded to the winner's parent or legal guardian.
- 17. If the Prize is not claimed within 14 days, a second draw will be held at the Promoter's head office to re-draw the Prize. The winner of the redraw will be notified personally via email or phone and must comply with these terms as if they were the original winner.
- 18. If, after the second draw, the Prize remains unclaimed, the Promoter will publish this information on its website. In these circumstances, the Promoter reserves the right to retain the prize and put it to an alternative use as it sees fit.
- 19. The Promoter reserves the right, at any time, to verify the validity of entries and Qualifying Participants (including identity, age, and place of residence) and to disqualify any Qualifying Participants who submit an entry that is not in accordance with these conditions or who tamper with the entry process. The Promoter's decision shall be final, and no correspondence will be entered into.
- 20. The Promoter collects personal information about you to enable you to participate in this Promotion and for other marketing purposes in accordance with our <u>Privacy Collection</u> <u>Statement.</u>
- 21. The Promoter and Meta are not liable for any loss or damage arising from participation in the Promotion.
- 22. This Promotion is not sponsored, endorsed or administered by, or associated with, Meta.

# **Garmin Watch Competition**

## Entry

- Instructions on how to enter and prizes form part of these conditions of entry. Entry into The Garmin Watch Competition (the **Promotion**) constitutes acceptance of these conditions. These terms and conditions may be amended from time to time, in accordance with state regulations.
- 2. The promoter of this Promotion is The Cancer Council NSW (ABN 51 116 463 846), 153 Dowling St, Woolloomooloo, NSW 2011, (02) 9334 1900 (the **Promoter**).
- 3. The Promoter will take reasonable steps to inform you of any changes to the conduct of the Promotion.
- 4. The Promotion commences at 12.00am AEST, Wednesday, 14 August 2024 and finishes 11.59pm AEST, Wednesday, 14 August 2024 (the **Promotion Period**).
- 5. This Promotion is open to Australian residents who:
  - are aged 18 or over OR are aged under 18 and have permission from a parent or guardian to enter;
  - registered to participate in the Daffodil Day Dip 2024 (the Event) and

- raise donations through their personal Facebook fundraiser for the Event during the Promotion Period (**Qualifying Participants**);
- raise a minimum of \$10 per donation.
- 6. Qualifying Participants may be eligible for multiple entries and one entry will be granted for each donation received on their personal Facebook fundraiser during the Promotion Period.
- 7. There is no fee required to enter the Promotion.
- 8. Entry is automatic and limited to one per person.
- 9. Any persons involved in the management of the Promoter, and employees of the Promoter are not eligible to enter. Any person involved in the determination of prize winners is not eligible to enter.

- 10. The Prize is Waterproof Garmin Vivoactive 5 Smartwatch valued at \$499 inclusive of GST.
- 11. This is a game of chance. The Prize winners will be randomly drawn by the Promoter from the pool of Qualifying Participants at 2.00pm AEST on Thursday, 15 August 2024 at the Promoter's head office. The Promoter's decision is final, and no correspondence will be entered into.
- 12. Qualifying Participants may not win more than one (1) prize. There are no bonus prizes to be awarded.
- 13. Any ancillary costs associated with redeeming the Prize are not included. The Prize is not redeemable for cash. If a Prize or element of a prize becomes unavailable for unforeseeable or other special circumstances, then a comparable prize that is of equal or greater value will be awarded in lieu.
- 14. The winner will be notified personally via email or phone from 3.00pm AEST on Thursday, 15 August 2024 and to claim the Prize, must provide a postal address for the prize to be mailed.
- 15. The winner will be publicly announced within the Facebook Group.
- 16. The Prize will be mailed/emailed within seven (7) days of being claimed. If the winner is under 18 years of age, the Prize will be awarded to the winner's parent or legal guardian.
- 17. If the Prize is not claimed within 14 days, a second draw will be held at the Promoter's head office to re-draw the Prize. The winner of the redraw will be notified personally via email or phone and must comply with these terms as if they were the original winner.
- 18. If, after the second draw, the Prize remains unclaimed, the Promoter will publish this information on its website. In these circumstances, the Promoter reserves the right to retain the prize and put it to an alternative use as it sees fit.
- 19. The Promoter reserves the right, at any time, to verify the validity of entries and Qualifying Participants (including identity, age, and place of residence) and to disqualify any Qualifying Participants who submit an entry that is not in accordance with these conditions or who tamper with the entry process.

- 20. The Promoter collects personal information about you to enable you to participate in this Promotion and for other marketing purposes in accordance with our <u>Privacy Collection</u> <u>Statement.</u>
- 21. The Promoter and Meta are not liable for any loss or damage arising from participation in the Promotion.
- 22. This Promotion is not sponsored, endorsed or administered by, or associated with, Meta.

## Raise \$22 for Daffodil Day Competition

## Entry

- 6. Instructions on how to enter and prizes form part of these conditions of entry. Entry into the Daffodil Day Dip 2024 Raise \$22 for Daffodil Day Competition (the **Promotion**) constitutes acceptance of these conditions. These terms and conditions may be amended from time to time, in accordance with state regulations.
- 7. The promoter of this Promotion is The Cancer Council NSW (ABN 51 116 463 846), 153 Dowling St, Woolloomooloo, NSW 2011, (02) 9334 1900 (the **Promoter**).
- 8. The Promoter will take reasonable steps to inform you of any changes to the conduct of the Promotion.
- 9. The Promotion commences at 12.00am AEST, Thursday, 22 August 2024 and finishes at 11.59pm AEST, Thursday 22 August 2024 (the **Promotion Period**).
- 10. This Promotion is open to Australian residents who:
  - are aged 18 or over OR are aged under 18 and have permission from a parent or guardian to enter;
  - registered to participate in the Daffodil Day Dip 2024 (the Event);
  - have raised \$22 or more to their personal online Facebook Fundraiser during the Promotion Period (Qualifying Participants).
- 9. There is no fee required to enter the Promotion.
- 10. Entry is automatic and limited to one per person.
- 11. Any persons involved in the management of the Promoter, and employees of the Promoter are not eligible to enter. Any person involved in the determination of prize winners is not eligible to enter.

- 23. The Prize is a bouquet of daffodils, only 10 to give away.
- 24. This is a game of chance. The Prize winners will be randomly drawn by the Promoter from the pool of Qualifying Participants at 2.00pm AEST on Friday, 23 August 2024 at the Promoter's head office. The Promoter's decision is final, and no correspondence will be entered into.

- 25. Qualifying Participants may not win more than one (1) prize. There are no bonus prizes to be awarded.
- 26. Any ancillary costs associated with redeeming the Prize are not included. The Prize is not redeemable for cash. If a Prize or element of a prize becomes unavailable for unforeseeable or other special circumstances, then a comparable prize that is of equal or greater value will be awarded in lieu.
- 27. The winner will be notified personally via email or phone from 3.00pm AEST on Friday, 23 August 2024 and to claim the Prize, must provide a postal address for the prize to be mailed.
- 28. The winner will be publicly announced within the Facebook Group.
- 29. The Prize will be mailed/emailed within seven (7) days of being claimed. If the winner is under 18 years of age, the Prize will be awarded to the winner's parent or legal guardian.
- 30. If the Prize is not claimed within 14 days, a second draw will be held at the Promoter's head office to re-draw the Prize. The winner of the redraw will be notified personally via email or phone and must comply with these terms as if they were the original winner.
- 31. If, after the second draw, the Prize remains unclaimed, the Promoter will publish this information on its website. In these circumstances, the Promoter reserves the right to retain the prize and put it to an alternative use as it sees fit.
- 32. The Promoter reserves the right, at any time, to verify the validity of entries and Qualifying Participants (including identity, age, and place of residence) and to disqualify any Qualifying Participants who submit an entry that is not in accordance with these conditions or who tamper with the entry process. The Promoter's decision shall be final, and no correspondence will be entered into.
- 33. The Promoter collects personal information about you to enable you to participate in this Promotion and for other marketing purposes in accordance with our <u>Privacy Collection</u> <u>Statement.</u>
- 34. The Promoter and Meta are not liable for any loss or damage arising from participation in the Promotion.
- 35. This Promotion is not sponsored, endorsed or administered by, or associated with, Meta.