

LiveLighter and 'Healthy Workplaces' Achievement Program Premier's 'Active April' competition

Terms and Conditions

The *'LiveLighter and 'Healthy Workplaces' Achievement Program Premier's 'Active April' competition* is a competition that seeks to raise awareness of the Victorian LiveLighter campaign and the link between unhealthy lifestyles and chronic diseases including some cancers.

This Competition is run by the Cancer Council Victoria ACN 608 530 972 (**Promotor**) of 615 St Kilda Road, Melbourne VIC 3004.

Please read these Terms and Conditions of the Competition before entering.

Information on how to participate in the Competition and the details of all prizes form part of these Terms and Conditions. It is a condition of entry that the Eligible Participants submitting entries agree to these Terms and Conditions. This Competition involves a game of skill. Chance plays no part in determining the successful participants.

1. Competition Period

The Competition commences at 9:00am (AEST) on Monday, 1 April 2019 and ends at 11:59pm on Tuesday, 30 April 2019.

2. Eligibility

- 2.1 Participation in the Competition is free and open to Victorian residents aged 18 or older ..
- 2.2 Employees of the Promotor and their immediate family members and agencies associated with this promotion are not eligible to enter. 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.

3. Entry and submission

- 3.1 Each Eligible Participant may enter the Competition by:
 - a) Liking the LiveLighter Facebook page
 - b) Telling us in 50 words or less how they fit their 30 minutes of exercise around work hours.
- 3.2 Each Entry must be submitted to the LiveLighter Facebook competition post
- 3.3 All Entries must be the original independent creation of the relevant Eligible Participants and free of any claims, including but not limited to copyright or trade mark claims, by any other parties.
- 3.4 Entries must not:
 - 3.4.1 have been published previously;
 - 3.4.2 have won prizes or awards in other competitions;
 - 3.4.3 be restricted in any way; or
 - 3.4.4 infringe any third party rights, including copyright.
- 3.5 Late, incomplete or incomprehensible Entries will be excluded from the Competition. The Promotor has sole and absolute discretion as to whether to accept any Entry.
- 3.6 Each Eligible Participant may only submit one Entry.

4. Prizes

- 4.1 The prizes in this Competition are as follows:
 - 4.1.1 Fitbit Charge 3
- 4.2 The total prize pool is valued at AUD \$199
- 4.3 Prizes are not transferable or redeemable for cash. On-selling of prizes is not permitted. Any prizes not claimed within 28 days of being notified will be forfeited.
- 4.4 A prize may be substituted for another prize of equal or greater value if the winner and the Promoter agree in writing. The prize may also be substituted in such circumstances where:
 - 4.4.1 the prize is unavailable due to circumstances beyond the reasonable control of the Promoter;

4.4.2 reasonable attempts have been made to reach agreement with the winner; and

4.4.3 the substituting prize is of the same or greater value than the original prize.

4.5 The Promotor reserves the right to confirm and verify the identity of all prize winners by requesting the person to provide proof of age, identity, residency. Identification considered suitable for verification will be determined by the Promotor.

5. Selection process

5.1 All Entries received will be reviewed by the Promotor to ensure that they meet the criteria set out in these Terms and Conditions.

Entries will be judged by the panel in accordance with these Terms and Conditions and on originality, creative merit and effective promotion of one or more of the LiveLighter key messages, or a description of behaviours promoted by LiveLighter.

5.2 All participants have a fair and equal chance of winning.

5.3 The judging panel will select a winning entry with respect to each prize (**Winning Entry**).

5.4 The judging panel may select addition reserve Entries which they determine to be the next best and record them in order, in case the selected Winning Entry is invalid.

5.5 All decisions by the Promotor are final and no discussion or correspondence will be entered into.

6. Notification of prize winners

6.1 The relevant Eligible Participants of the Winning Entries will be notified via Facebook message within three days after the decision of the Winning Entries. The Winning Entries and all prize winners' names may also be published on social media ([LiveLighter Facebook page](#)).

6.2 Should any contact details of an Eligible Participant for an Entry change during the period of the Competition, it is the responsibility of the relevant Eligibility Participant to notify the Promotor. A request to access, modify or delete any information provided in an Entry should be directed to the Promotor.

6.3 The Promotor will take reasonable steps to ensure that prizes are distributed to the relevant winners within 28 days of the selection of those Winning Entries or any other period agreed between the Promotor and the the relevant winner.

6.4 If reasonable efforts have been made by the Promotor to identify or contact the prize winner but the prize remains unclaimed after 28 days or a Winning Entry is disqualified, the Promotor may retain the prize or award the prize to another Entry.

6.5 If any prize is unavailable due to any reason beyond the reasonable control of the Promotor, the Promotor in its absolute discretion, reserves the right to substitute a prize, subject to any written directions from a regulatory authority.

6.6 The Eligible Participant is solely liable for the costs incurred in entering their Entry into the Competition. The Eligible Participants that submitted Winning Entries will be responsible for all costs of claiming the relevant prize, other than costs expressly said to be covered by the Promotor in these Terms and Conditions.

7. Consent

7.1 Each Eligible Participant agree to participate and co-operate as required with all reasonable media requests made by the Promotor, without remuneration, which may include but not limited to being interviewed and photographed, filmed and/or chaperoned, and having their name photograph published in any newspapers, publications, the Promotor's internal or external newsletters or press release, the Promotor's internal and external websites or social media.

7.2 The Promotor is not obliged to invite any Eligible Participant to participate in any such media promotion and the invitation is at the absolute discretion of the Promotor.

7.3 Each Eligible Participant that submits an Entry must grant to the Promotor an irrevocable, indefinite licence to use any content provided in such Entry (whether or not an eligible entry) or subsequently, including likenesses, images and/or voices (including photographs, films and/or recordings of the same) anywhere in the world for promotional, marketing or publicity purposes without remuneration, fees or royalties of any type or description.

7.4 By submitting an Entry and taking part in the opportunity to be involved in the Competition, the Eligible Participants acknowledge and agree that:

7.4.1 all Entries and the names of the Eligible Participants may be published on the Promotor's website in connection with the Competition;

7.4.2 the Promotor has all right, title and interest in and to (or a licence of all intellectual property in) all Entries and any content contained in them and any copyright therein;

- 7.4.3 the Promotor is free to use, and to exercise its rights in relation to, the content contained in all Entries; and
- 7.4.4 the Eligible Participants will not be entitled to any other monetary prize, fee or compensation (including in respect of any publication or use of the content contained in their Entries) other than as set out in these Terms and Conditions.

8. The Promotor's rights with respect to Entries

8.1 The Promotor reserves the right, at any time, to:

8.1.1 verify the validity of Entries and the identity of Eligible Participants (including an Eligible Participant's name, age and place of residence);

8.1.2 disqualify, in its sole and absolute discretion:

- (a) any person who tampers with the entry process or who submits an entry that is not in accordance with these Terms and Conditions;
- (b) any entry which, in the opinion of the Promotor, includes objectionable content, profanity, potentially insulting, inflammatory, libellous or defamatory statements;
- (c) any person who has, in the opinion of the Promotor, engaged in conduct in entering the Competition which is unlawful or generally damaging to the goodwill or reputation of the Competition and/or the Promotor; or
- (d) any person who the Promotor has reason to believe has engaged in any improper misconduct or activity calculated to jeopardise the fair and proper conduct of the Competition; and

8.1.3 accept, in its absolute discretion, any Entry that contains errors or omissions.

8.2 The Promotor accepts no responsibility for lost, late, incomplete, incorrectly submitted or misdirected entries, including entries not received by the Promotor or delays in the delivery of an online entry due to technical disruptions, network congestion or for any other reason.

9. No liability of the Promotor

9.1 The Promotor (including its officers, employees or agents) is not liable for any loss, damage or expense (including loss of opportunity) suffered directly or indirectly in connection with a prize that is not claimed, redeemed, lost (including but not limited to lost in transit), stolen, damaged or delayed or substituted in accordance with these Terms and Conditions.

9.2 It is acknowledged that the Promotor has no control over communication networks or services and is not responsible for any act or omission of the server administrator of the website or other technical issues which may affect the ability to access the website or any costs or charges incurred when accessing the website and submitting an entry.

9.3 If, for any reason, the Competition is interfered with in any way or not capable of being conducted as reasonably anticipated due to any reason, including but not limited to, computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promotor, the Promotor reserves the right in its sole discretion, to the fullest extent permitted by law, to:

9.3.1 disqualify any Entry; or

9.3.2 take any action that may be available including to cancel, terminate, modify or suspend the Competition.

9.4 In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promotor's ability to proceed with the Competition on the dates and in the manner described in these Terms and Conditions, the Promotor may, in its absolute discretion, cancel the Competition and recommence it from the start on the same Terms and Conditions.

9.5 Failure by the Promotor to enforce any of its rights at any stage does not constitute a waiver of those rights.

10. Warranties

10.1 By entering this Competition, each Eligible Participant warrant to the Promotor:

10.1.1 that the content submitted with their Entry:

- (a) is original and is owned by the relevant Eligible Participant;
- (b) has not won prizes or award in other competitions
- (c) does not contain viruses or computer programming routines that may damage, modify, delete, detrimentally interfere with, surreptitiously intercept, access without authority or expropriate any system, data or personal information;

- (d) does not contain anything that is illegal, fraudulent, contrary to any law, indecent, obscene, threatening, discriminatory, harassing, in breach of any confidence, defamatory, libellous, offensive or objectionable with respect to race, religion, origin, sexual orientation, disability or gender, or is not suitable for children aged 15 or under, or is otherwise unsuitable for publication; and
- (e) does not violate the privacy rights, copyright, contract rights, moral rights or any other rights (including intellectual property rights) of any person, corporation or entity;

10.1.2 in respect of content that includes images or reference to third parties or third party property:

- (a) the Eligible Participant has, before submitting their Entry, obtained the required written consents and releases from those third parties (or third party property owners) to include such images or references in the content submitted as part of their Entry; and
- (b) the third parties have been informed by the Eligible Participant and each agree in writing that such third party's image or reference may be used by the Promotor in any media and in any form for an unlimited period of time without remuneration or compensation to the third party for the purpose of promoting, publishing or marketing the Competition and any products and services manufactured, distributed and/or supplied by the Promotor.

11. Applicable laws

These Terms and Conditions are governed by the laws of State of Victoria and the parties submit to the non-exclusive jurisdiction of the courts of the State of Victoria.

12. Privacy

12.1 The Promotor collects and uses personal information in order to conduct and promote this Competition and may, for this purpose, disclose such information to third parties, including, but not limited to, agents, contractors, service providers, suppliers, regulatory authorities and other government agencies.

12.2 Wherever possible the Promotor will collect personal information directly from the individual. Such personal information may include:

12.2.1 the Eligible Participant's names, addresses, date of birth;

12.3 If all personal information requested by the Promotor is not provided, the participant may not be eligible for participation in the Competition.

12.3.1 .

If an Eligible Participant no longer consents to their details being used for these purposes, the Eligible Participant must immediately notify the Promotor at the address set out below and the Eligible Participant may be excluded from the Competition or participation in the prizes.

12.4 For full details on how personal information may be treated or handled, please refer to the Promotor's privacy policy at <https://www.cancervic.org.au/about/about-this-site/privacy> (**Privacy Policy**).

12.5 These Terms and Conditions are deemed to incorporate the Privacy Policy and by submitting an Entry to the Competition, Eligible Participant accepts the Terms and Conditions of the Privacy Policy.

12.6 Any request to update, modify or delete personal information should be directed to the Promotor's Privacy Officer at:

Privacy Officer
Cancer Council Victoria
615 St Kilda Road, Melbourne, VIC 3004
Phone: 03 9514 6100
Email: enquiries@cancervic.org.au