

**PARALYMPICS AUSTRALIA ("PA")  
LOYALTY PROMOTION 2019**

**TERMS & CONDITIONS**

1. Information on how to participate and prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is open to Australian residents. Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this promotion.
3. Employees and paid contractors (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible 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 1st cousin.
4. Promotion commences on 1 April 2019 and ends for subscription purchases at 5pm on 28 February 2020 ("Promotional Period"). All claims for instant win prizes must be received by 11.59pm on 6 March 2020. All times in these Terms and Conditions are AEST or AEDST as applicable, per local VIC time.
5. The Promoter is the issuer of a loyalty subscription program ("PA Loyalty Program"), which features exclusive product bundles and discounts on selected products, available for purchase by its members only. To be eligible to enter this Promotion, individuals must become a member of the PA Loyalty Program by purchasing a one off subscription to the PA Loyalty Program during the Promotional Period, via the PA Loyalty Program promotional team, in accordance with clause 6. Once supporters subscribe to the PA Loyalty Program, as part of this promotion, each entrant will receive:
  - a) One (1) automatic entry into the major prize draw;
  - b) a welcome video and access to exclusive product bundles and discounts available via the PA Loyalty Program, as listed at [www.paralympicshop.com.au](http://www.paralympicshop.com.au);
  - c) a digital game card containing one (1) chance to win an instant cash prize, by following the instructions in clauses 7, 8, 9 & 10.
6. The PA Loyalty Program promotional team will be in various community shopping centres and residential areas throughout Australia at selected times during the Promotional Period. An individual must follow the prompts of the promotional team to purchase an PA Loyalty Program subscription and provide their requested details, including credit card details.

7. Once an individual makes a one off, eligible subscription purchase and registers their contact details with a member of the promotional team, they will receive one (1) automatic entry into the major prize draw for the chance to win \$250,000 cash.
8. Upon subscribing, individuals will be sent an email (to the email address provided) with the details of their subscription, a welcome video and a link to their digital game card.
9. Purchase of any products via the PA Loyalty Program is subject to the Terms and Conditions of the PA Loyalty Program, available at [www.paralympicshop.com.au](http://www.paralympicshop.com.au).
10. For the chance to win an instant prize, the entrant must click on the digital game card link (found in the email referred to in clause 8 above) and then use their cursor to scratch the game panel on the digital game card to reveal on screen if they have won an instant cash prize, by 11.59pm on 6 March 2020.
11. If an entrant's digital game card indicates on screen that they have won an instant prize, entrants will be automatically directed to a pre-populated email which the winner must complete with their name forward to the Promoter's prize fulfilment team to claim their prize. Instant prize winners will have the following options with regards to their instant win prize (which will be outlined in the pre-poulated email):
  - a) Elect to have their instant win prize donated to PA;
  - b) Elect to have their instant win prize awarded via cheque, in which case the winner must confirm their mailing address. Cheques will be sent to the winner's nominated address within 28 business days of receiving the confirmation email; or
  - c) Elect to have their instant win prize awarded via EFT, in which case the winner must confirm their nominated bank account details.
12. The Promoter reserves the right, at any time, to verify the validity of entries, claims and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry/claim process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
13. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
14. Incomplete, indecipherable, or illegible entries/game cards will be deemed invalid.
15. The major prize draw will take place at Astuto Lawyers, 5/99 Queen Street, Melbourne VIC 3000 on 9 March 2020 at 11am.

16. The first valid entry drawn in the Major Prize Draw will win that entrant (the "**Participant**") the opportunity to play a contingency game (the "**Game**") for the chance to win \$250,000.
17. The Game will take place at The Australian Paralympic Committee, Building A, 1 Herb Elliot Avenue, Sydney Olympic Park, NSW, 2127 on 16 March 2020 at 2.00pm. All costs associated with attending the Game are the sole responsibility of the Participant. If the Participant cannot attend the Game, the Participant may participate in the Game via telephone whereby they will select a number between 1 and 200 (inclusive) and a representative of the Promoter will write that number on their behalf. In the event the Promoter has not been able to contact the Participant before the start of the Game, a representative of the Promoter will play the Game on the Participant's behalf.
18. There will be one (1) sealed tamper proof envelope on display containing a single number between 1 and 200 (the "**Winning Number**") at the start of the Game. The Participant/representative ("**Attendee**") must provide the Promoter with a single number between 1 and 200 that will be written down by the Promoter (the "**Attendee's Chosen Number**"). The Promoter will then open the sealed envelope to reveal the Winning Number. The Attendee must not touch, handle or interfere in any way with the game materials on display including the sealed envelope or the Attendee's Chosen Number. If the Attendee is found to have breached this condition, he/she will be disqualified. If the Attendee's Chosen Number is the same as the Winning Number, then, subject to verification by the judges, the drawn Participant will win \$250,000. If the Attendee's Chosen Number is not the same as the Winning Number, then the \$250,000 prize will not be given away and, subject to verification by the judges, the drawn Participant will win \$5,000. The prize will be awarded as a cheque made payable in the Participant's name within twenty-eight (28) days of the game
19. The drawn Participant's odds of winning the \$250,000 prize are 1 in 200. The odds of being drawn as a Participant may be significantly higher than the odds of the drawn Participant winning the major prize and will depend upon the number of entries received.
20. Instant win prizes: 100 x \$20. Total prize pool value of all instant win prizes is \$2,000.00.
21. Total potential prize pool value is up to \$252,000.00.
22. All instant winners will be notified in writing on screen via their digital game card and will be directed to a pre-populated email confirmation for fulfilment of their prize. The major prize draw winner will be notified by telephone and email within two (2) business days of the draw. All winners will have their names published on [www.paralympic.org.au](http://www.paralympic.org.au) and [www.paralympicshop.com.au](http://www.paralympicshop.com.au) from 10 March 2020.
23. The Promoter's decision is final, and no correspondence will be entered into.
24. If the winner of any prize is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian on the winner's behalf.

25. Prizes, or any unused portion of a prize, are not transferable or exchangeable. If a prize is not won, claimed, taken or redeemed by the time specified by the Promoter and as outlined herein, the prize will be forfeited.
26. A draw for any unclaimed prizes may take place on 10 June 2020 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winners, if any, will be notified by phone and email within two (2) business days of the draw and their names will be published on [www.paralympic.org.au](http://www.paralympic.org.au) and [www.paralympicshop.com.au](http://www.paralympicshop.com.au) from 12 June 2020. In the event the major prize is unclaimed and must be awarded in the unclaimed prize draw, the Game will still take place as scheduled, with a representative of the Promoter playing the Game, and the drawn unclaimed prize draw winner will win the prize determined as a result of the Game.
27. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
28. Each entrant agrees that by entering into this promotion, the Promoter and the Promoter's partner(s), including but not limited to the PA, will be permitted to market the Promoter's, PA's and other partner's products and services to the entrant using the entrant's entry details.
29. All discounts and offers available for redemption via the PA Loyalty Program are subject to the standard terms and conditions of the providing company. No association with that company is implied by this promotion.
30. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
31. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
32. Printing and other quality control errors will not invalidate an otherwise valid prize claim. Unless otherwise due to fraud or ineligibility under these Terms and Conditions, all prize claims in excess of the advertised prize pool will be honoured. Instant win game cards will be void if stolen, forged, mutilated or tampered with in any way. There will be a total of 100,000 digital game cards available for distribution in this promotion.
33. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under

the ASIC Act or similar consumer protection laws in VIC and SA ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.

34. Except for any liability that cannot be excluded by law, including the Non-Excludable Guarantees, the Promoter (including its officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Promotion, including, but not limited to, where arising out of 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 their 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 liability incurred by a winner or entrant; or (f) taking of or use of a prize.
35. The Promoter collects personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use, and handle PI as set out in its Privacy Policy, which can be viewed at <https://www.loyalty.com.au/privacy-policy>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter (and its selected partners may), may for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter will not disclose entrant's PI to any entity outside of Australia.
36. As a condition of accepting a prize, each winner must sign any legal documentation as required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
37. The promoter for this promotion is Loyalty.com.au, 11 Springfield Avenue, Toorak, VIC 3142, ABN: 581 008 08 991 ("Promoter"). This promotion is conducted with the approval of Paralympics Australia (ABN 41 810 234 213). Our goal is to raise a minimum of \$400,000 from proceeds of subscription sales generated via this promotion, to support the funding requirements of the PA. Twenty per cent of the revenue generated by this Loyalty program will be received by Paralympics Australia. For all enquiries please email [info@loyalty.com.au](mailto:info@loyalty.com.au).

**NSW Permit No. LTPS/19/33028 ACT Permit No. TP19/02961 SA Permit No. T19/418**

