

## Game of skill - Competition terms

### General

1. The competition is a game of skill, chance does not form part of selecting the winner.
2. The material used to market and promote the competition forms part of the competition terms. If there is an inconsistency between the material used to market and promote the competition and the competition terms, the competition terms prevail.
3. Entrants agree to indemnify and keep indemnified the Promoter against all losses, costs, expenses, damages or liabilities that the Promoter suffers or incurs or is likely to suffer or incur, and against all claims, demands, proceedings, suits and actions against the Promoter in connection with an entrant's breach of any of these Conditions.
4. Little Athletics Victoria being the Promoter reserves the right to amend these terms and conditions at any time and without notice. Participation in this Promotion shall constitute acceptance of these terms and conditions and the amendment thereof.
5. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

### Eligibility to enter

6. During the competition period, anyone may enter the competition, provided that:
  - a) Entrants under 18 years of age at the time of the competition must have permission from a parent/guardian to be eligible to enter the competition;
  - b) Entrants are a resident of Australia; and
  - c) Entrants are not an employee or immediate family member of the Promoter or an agent of the promoter who is connected with the competition.

### Entering

7. By entering the competition, entrants accept the competition terms.
8. The Promoter may deem as invalid any entry which:
  - a) is illegible, incomprehensible, offensive or incomplete; or
  - b) includes objectionable, profane, insulting, inflammatory or defamatory material
9. The Promoter may disqualify any entrant who:
  - a) enters the competition without being eligible;
  - b) tampers with the entry process;
  - c) submits an entry that is not in accordance with the competition terms; or
  - d) in entering the competition, engages in conduct which is fraudulent, misleading, deceptive or damaging to the goodwill or reputation of the competition or the Promoter.
10. Failure by the Promoter to exercise its rights under paragraph 8 or paragraph 9 does not constitute a waiver of the promoter's rights under paragraph 8 or paragraph 9.
11. If the entrant's contact details change, the entrant must notify the Promoter.

### Selecting winners

12. The Promoter will select the winner from the pool of valid entrants at the selection time on the selection date at the selection address.
13. The Promoter's selection is final and binding and no correspondence will be entered into regarding the decision, subject to the promoter's rights under paragraph 8 or paragraph 9.
14. The Promoter will notify the winner within 15 days of the competition period ending

### **Awarding prizes**

15. The Promoter may request that the winner provide proof of identity, proof of age and proof of residency to the Promoter's reasonable satisfaction before awarding the prize. If the winner does not provide proof of identity, proof of age or proof of residency to the Promoter's reasonable satisfaction within 1 month after being selected as a winner, the Promoter may forfeit the prize.
16. The winner must accept the prize within 1 month after being selected as the winner. If the winner does not accept the prize within 1 month after being selected as the winner, the Promoter may forfeit the prize. The Promoter reserves the right to redraw or reallocate the prize in these circumstances as determined by the promoter at its sole discretion.
17. In consideration of the Promoter awarding the prize to the winner, the winner:
  - a) consents to the Promoter using his or her name, likeness, image, voice and entry in any marketing and promotion of the competition, promoter or the promoters sponsor or its agencies.
  - b) acknowledges that the entry is the property of the Promoter;
  - c) agrees to use the prize in accordance with the supplier's specified requirements; and
  - d) agrees that the prize is not transferable or exchangeable and cannot be taken as cash.
18. If the prize is unavailable, the Promoter may substitute the prize with a substitute prize, provided that the substitute prize is of the same or similar value or specification as the prize.

### **Force majeure**

19. If there is a force majeure event which prevents or materially and adversely affects the Promoter's ability to market, promote and run the competition in accordance with the competition terms, the promoter may cancel, terminate, modify, suspend or postpone the competition.

### **Liability**

20. The Promoter is not liable for any loss, expense, damage or liability suffered or incurred by entrants and winners in connection with the competition, including:
  - a) any late, lost, altered, damaged or misdirected entries or prize acceptance, including delays due to technical disruptions or network congestion.
  - b) any incorrect or inaccurate information caused by equipment or programming associated with or utilised in the competition;
  - c) any technical error, including any omission, interruption, deletion, defect, delay in operation or transmission or communications line, telephone, mobile or satellite network failure; and
  - d) any theft, destruction, unauthorised access to or alteration of entries; and
  - e) any use of the prize or any tax liability incurred by the winner as a result of accepting the prize.
21. Nothing under paragraph 20 is intended to limit entrant's or winners' rights under the *Australian Consumer Law 2010*.
22. Whilst the competition involves interaction with a social media platform this promotion is in no way sponsored, endorsed or administered by, or associated with, [Facebook or Instagram] and [Facebook or Instagram] is not liable for any loss, expense, damage or liability suffered or incurred by entrants and winners in connection with the competition, including anything detailed in Section 18.

### **Personal information**

23. The Promoter collects personal information about entrants in order to run the competition. The Promoter uses and manages entrants personal information in accordance with its [privacy policy](#). By entering the competition, each entrant consents to the Promoter, the promoters sponsor or its agencies using their personal information for future marketing and promotional purposes.

## Meanings

24. In the competition terms, the following words have the following meanings:

| Word                    | Meaning  |
|-------------------------|--|
| Competition             | Coles Community Round Social Media Competition.<br>Post a photo in your best #colescommunityround outfit for your chance to win a Coles \$100 Gift Card voucher.<br>Posts will be judged on creativity, fun and of course a splash of Coles!   |
| Competition period      | From 9:00 AEST Wednesday 9/11/2022 to 11:59PM EST Friday 25/11/2022  |
| Force majeure event     | an event which is beyond the control of the promoter, including:<br>vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, pandemic, strike, war or terrorism; and<br>An infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this promotion. |
| Immediate family member | partner, ex-partner, de-facto partner, child, step-child, parent, step-parent, grand-parent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin  |
| Prize                   | Total prize of \$3,000.00<br>Distributed in \$100 Coles Gift Card vouchers   |
| Promoter                | Little Athletics Association of Victoria Inc<br>ABN: 47 646 887 442<br>Athletics House, Level 1 31 Aughtie Drive, Albert Park Victoria 3206  |
| Promoters Sponsor       | Coles Supermarkets Pty Ltd<br>ABN 45 004 189 708<br>800 Toorak Road, Hawthorn East VIC 3123  |
| Selection date          | The week of Monday 28/11/22 to Sunday 4/12/22  |
| Selection address       | Athletics House, Level 1 31 Aughtie Drive, Albert Park Victoria 3206   |
| Website                 | <a href="https://lavic.com.au/">https://lavic.com.au/</a>  |