

## Competition Terms and Conditions

Ampol Australia Petroleum Pty Ltd (**the Promoter**) in conjunction with Surf Life Saving Australia Limited (**SLSA**) is conducting a Trade Promotion (**Competition**) by way of a game of skill for individuals (**Participants**) to win one of two Ampol branded Inflatable Rescue Boat Hull worth approximately \$18,000.00 (**Prize**). Participation in the Competition is subject to the following terms and conditions.

### Competition Period

1. The Competition will commence on Monday 19 July 2021 at 7am AEST and will conclude on Sunday 22 August 2021 at 11pm AEST (**Competition Period**).

### Who can enter

2. This Competition is open to all Australian residents who are surf life saving members except:
  - (a) employees of SLSA and the Promoter and their associated companies and agencies (**SLSA and Ampol employees**); and
  - (b) immediate family members<sup>1</sup> of SLSA and the Promoter
3. If the winner of a Prize is under 18 years of age, then Promoter will award the Prize to the winner's parent or guardian.

### How to enter

4. To enter, Participants must, during the Competition Period submit a short written submission of 100 words or less on why their surf life saving club deserves a new Ampol branded Inflatable Rescue Boat Hull.
5. Enter at <https://www.surveymonkey.com/r/PSG2M6X>
6. The Promoter reserves the right, at any time, to verify the validity of entries 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 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.
7. Incomplete or indecipherable entries will be deemed invalid.
8. Draw and notification of winner.
  - (a) The entries will be reviewed and individually judged by a panel consisting of a Surf Life Saving Australia representative and a representative of the

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<sup>1</sup> 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

Promoter. The winners of the Prizes will be announced on Monday 30 August 2021.

- (b) The winner will be contacted in writing by the Promoter and details published on the SLSA website ([www.slsa.asn.au](http://www.slsa.asn.au)) following the draw for a minimum of 28 days.
- 9. The Promoter's decision is final and no correspondence will be entered into.
- 10. The Prize is not transferable or exchangeable and cannot be taken as cash.
- 11. The Prizes will be delivered to the winning Surf Life Saving Clubs Australia-wide, within 30 business days of the winner being announced unless the winner agrees to an alternative delivery timeframe in writing. The successful winner may be required to take part in some media around winning the prize.

#### **Unclaimed Prize**

- 12. The Promoter will make reasonable efforts to identify and locate the Prize winner.
- 13. If the Prize remains unclaimed within three months after the winner has been announced then the Prize will be forfeited and, an unclaimed Prize draw will be held at 1 Notts Avenue Bondi Beach NSW 2025 on 22 November 2021 at 10am.
- 14. The winner of the unclaimed Prize draw will be notified in the same manner as set out in **clause 8**

#### **Use of Participants' personal information**

- 15. 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 Competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
- 16. . The Promoter collects personal information ("PI") in order to conduct the Competition and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers and prize suppliers. Entry is conditional on providing this PI. By entering, entrants consent to the Promoter using the information to conduct the Competition, contacting the entrant in relation to the Competition and publishing the winners' names in accordance with these terms and conditions. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://ampol.com.au/privacy-and-reporting-policy>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter 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

## Other

17. As a condition of entering this Competition, each entrant licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.
18. 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) to modify, suspend, terminate or cancel the Competition, as appropriate.
19. 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 (Cth), as well as any other implied warranties under the ASIC Act (Cth) or similar consumer protection laws in the States and Territories of Australia ("**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 Competition .
20. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective 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: (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) use of a prize