

TERMS AND CONDITIONS

1. Information on how to enter and the prize(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.

2. Entry is only open to Australian residents aged 18 years or over. Employees (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.

3. Promotion for Australian residents commences on 1/12/2020 and ends at 11:59pm AEST on 20/12/2020 (“Australian Promotional Period”).

4. How to enter:

To enter individuals must during the Promotion Period;

· Post a photo or video on their Instagram or Facebook account which includes images/videos of their emergency department and/or staff decorated for the holiday season. The post must include:

- #deckyourdepartment
- @ANZCEN

· Entrants can enter multiple times, but only unique entries will be accepted.

5. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant’s identity, age and/or 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.

6. Incomplete or illegible entries will be deemed invalid.

7. 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.

8. The judging will take place at Unit 17 Molonglo Mall, Fyshwick ACT 2609. from 21/12/2020. The judges may select additional reserve entries, which they determine to be the next best, and record them in order, in case of an invalid entry or

ineligible entrant. Winners will be notified via an Instagram/Facebook comment on their winning photo. Entrants will be provided with an email address and asked to contact Edvoke Education to provide their contact and delivery details. This is a game of skill and chance plays no part in determining the winners. Each entry will be individually judged based on the creative merit of the supplied entry provided to the promotional challenge. The Promoter's decision is final and no correspondence will be entered into.

Prizes (1 total)

9. The best valid entry, as determined by the judges, from all entries received \$300 voucher to their local supermarket.

10. If for any reason a winner does not take or claim a prize (or an element of the prize) by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.

11. If any prize (or part of any prize) is unavailable, the Promoter, at its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.

12. Entrants agree that they are fully responsible for any materials they submit via the promotion including but not limited to comments, recordings and images ("Content"). The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove or decline to publish any Content without notice for any reason whatsoever. Entrants warrant and agree that:

(a) they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication;

(b) their Content shall not contain viruses or cause injury or harm to any person or entity;

(c) they will obtain prior consent from any person or from the owner(s) of any property that appears in their Content;

(d) the Content is the original literary work of the entrant that does not infringe the rights of any third party;

(e) they consent to any use of the Content which may otherwise infringe the Content creator's/creators' moral rights pursuant to the *Copyright Act 1968* (Cth) and warrant

that they have the full authority to grant these rights; and

(f) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.

Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.

13. As a condition of entering this promotion, 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 (which shall include Content) 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.

14. 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.

15. 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 promotion, as appropriate.

16. 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 the States and Territories of Australia or any statutory consumer guarantees as provided under consumer protection laws in New Zealand (“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.

17. 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) if any organized tour or activity is delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter; (f) any tax liability incurred by a winner or entrant; or (g) taking of a prize, participation in a prize and/or use of a prize.

18. As a condition of accepting a prize, the winner (and his/her companion) must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.

19. ***Applicable to Australian Residents Only:*** 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 and prize suppliers. 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 www.edvoke.com.au. 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. The Promoter will not disclose entrant's personal information to any entity outside of Australia.

20. The Promoter is Edvoke Education (ABN 39 072 488 914) of Unit 17 Molonglo Mall, Fyswick ACT 2609.