

**“ONECHANGE4GOOD” PROMOTION**  
**TERMS AND CONDITIONS**

1. Information on how to enter and claim, and the prizes and rewards form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.

**Entry and Claim Requirements**

2. Entry and claims are only open to NSW, VIC, and QLD residents aged 16 years or over. Participants 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 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 1<sup>st</sup> cousin.
4. There will be two (2) components to this promotion: a) a limited offer for the first 300 participants that sign-up to City2Surf and to raise \$150 for Team Youngcare (“Sign-up & Fundraising Offer”); and b) a game of skill in which the top three (3) fundraisers will receive a prize (“Fundraising Prize Component”).
5. Promotion commences 06/05/19 and ends at 9am AEST on 11/08/19, or in the case of the Sign-up & Fundraising Offer, the offer will end when 300 valid claims have been received, whichever is to occur first (“Promotional Period”).
6. To enter and claim, individuals must visit [www.city2surf.com.au](http://www.city2surf.com.au) and follow the prompts to the City2Surf registration portal, input the requested details including their first name, last name, address and email, nominate to fundraise for Team Youngcare, pay the registration fee, and submit the fully completed registration form during the Promotional Period.
7. The Promoter reserves the right, at any time, to verify the validity of entries and claims, and entrants/claimants (including an entrant/claimant’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.

8. Incomplete, indecipherable, or illegible entries and claims will be deemed invalid.
9. Only one registration is permitted per person. The Sign-up & Fundraising Offer is strictly limited to the first 300 valid claims received.
10. Entrants must retain their original City2Surf registration receipt as proof of registration. Failure to produce the proof of City2Surf registration when requested may, in the absolute discretion of the Promoter, result in invalidation of an entrant's entry and/or claim and forfeiture of any right to a prize and/or reward.
11. 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.

### **Sign-up & Fundraising Offer**

12. The first 300 valid registrations received in accordance with clause 6 above who fundraise \$150.00 or more towards Youngcare, will each be awarded a JAGGAD co-branded t-shirt valued at \$69.95, a pair of JAGGAD female classic 7/8 leggings valued at \$119.95 OR JAGGAD male shorts valued at \$89.95, and entry into the AIA Vitality Post Race Experience Marquee at the finish line on Bondi Beach at the City2Surf on 11/08/19, where food and beverages will be served.
13. Successful claimants will be notified by email and provided a form to include their delivery address, preferred style (JAGGAD female classic 7/8 leggings OR JAGGAD male shorts) and sizing. The JAGGAD prize packs will be delivered via express post by 09/08/19.
14. The Promoter will endeavour to supply the requested style and sizes however sizes are subject to availability. In the event a style or size is not available, the Promoter will supply the closest style and size available.

### **Fundraising Prize Component**

15. To participate in the Fundraising Prize Component, valid registrants (in accordance with clause 6 above) must raise funds for Team Youngcare during the Promotional Period. Funds must be deposited into the registrants 'Everyday Hero' account, which will be automatically created upon registration as outline in clause 6 above. The Fundraising Prize Component is a game of skill and chance plays no part in determining the winners. Each entry will be individually judged based on the amount of funds raised for Team Youngcare.
16. The final judging will take place at 9am on 09/08/19 and the winners announced at the AIA Vitality Post Race Experience Marquee, City2Surf Bondi Beach on 11/08/19 at 12pm AEST. The judges may select additional reserve entries which raised the next highest amount of funds for Team Youngcare, and record them in order, in case of an invalid entry or ineligible entrant.

17. The winners will be notified by email.
18. The Promoter's decision is final and no correspondence will be entered into.

The 3 x individual participants with the highest amount of funds raised, will each win a \$1,000 JAGGAD gift voucher & a Garmin Vivosmart 4 device valued at \$299.

19. Any ancillary costs associated with redeeming the JAGGAD gift voucher are not included. Any unused balance of the JAGGAD gift voucher will not be awarded as cash. Redemption of the JAGGAD gift voucher is subject to any terms and conditions of the issuer including those specified on the JAGGAD gift voucher.

### **General**

20. If the winner of any prize or reward is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian.
21. If for any reason a winner or successful claimant does not take or redeem a prize or reward (or an element of the prize or reward) at or by the time stipulated by the Promoter, then the prize or reward (or that element of the prize or reward) will be forfeited.
22. If any prize or reward (or part of any prize or reward) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize or reward (or that part of the prize or reward) with a prize or reward to the equal value and/or specification.
23. Total prize pool value is up to \$3,897 and the total reward pool value is up to \$47,970.
24. Prizes and rewards, or any unused portion of a prize or reward, are not transferable or exchangeable and cannot be taken as cash.
25. Participants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner or successful claimant (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.
26. 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 participant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.

27. Any cost associated with accessing City2Surf registration portal is the participant's responsibility and is dependent on the Internet service provider used.
28. 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 promotion.
29. 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, unauthorized 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 the City2Surf event is delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter; (f) any tax liability incurred by a winner, successful claimant or participant; or (g) use of a prize or reward.
30. 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 <https://www.youngcare.com.au/privacy/>. 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.
31. The Promoter is Youngcare Ltd (ABN 17 113 923 032) of 75 St Paul Terrace, Spring Hill QLD 4004, telephone 07 3041 3400.