

## Survey Competition Terms and Conditions

<b>Schedule</b>	
<b>Competition</b>	G8 Education \$500 Survey Competition
<b>Promoter</b>	G8 Education Limited ABN 95 123 828 553 of 159 Varsity Parade, Varsity Lakes QLD 4227
<b>Participants</b>	<p>The following group of participants is permitted to participate in this Competition:</p> <p>(a) New Parent Participants under the <a href="#">New Parent Promotion</a> who have met the Participation Conditions and received an Incentive under that promotion prior to the commencement of the Competition Period.</p>
<b>Participation</b>	<p>Each Participant is eligible to participate provided they are:</p> <p>(a) An Individual; (b) A resident of Australia; and (c) Over 18 years of age.</p>
<b>Competition Period</b>	The Competition opens at 9:00am AEST on 1 September 2020 and closes at 11:59pm AEST on 7 September 2020.
<b>Competition Conditions</b>	<p>To participate in the Competition, each Participant must Complete the Promoters Survey as provided via email to Participant's registered email address including by providing in 30 words or less an original and unique answer the following question: "How has the \$500 Coles Voucher helped your family?"</p> <p>This Competition is a game of skill and the winner will be selected by 3 members of the Management of the Promoter based on the creativity of the Participants answer.</p> <p>The result of the Promoter's selection will be final and no correspondence will be entered into.</p> <p>Each Participant may only participate in this Competition once.</p> <p>The time of participation will be deemed to be the time the Promoter receives the Participants entry.</p>
<b>Prize</b>	There will be one (1) winner of the Competition picked 159 Varsity Parade, Varsity Lakes QLD

	<p>4227 by 9:00am AEST on 15 September 2020 from all eligible entries received during the Competition Period.</p> <p>The total value of the prize pool is \$500 and the winner will receive a Coles Group &amp; Myer gift card to the value of \$500 (including GST).</p> <p>The winner will be published <a href="#">here</a> on 15 September 2020 for 28 days.</p> <p>The gift card supplier's terms and conditions can be viewed <a href="#">here</a>.</p> <p>The gift card expires on the date that is twelve (12) months from the date of issue. The gift card cannot be used in certain retail outlets. The Promoter does not accept any liability or assume any responsibility in any way arising out of, or in relation to, the use of the gift card, or for any card faults or defects or if the participant is unable to use the gift card for any reason including if the gift card is damaged or lost.</p>
<p><b>Collection of Prize</b></p>	<p>The Winner will receive their Prize by mail through Australia Post to the mailing address provided to the Promoter within one (1) month of the date on which the Winner is selected post completion of the Competition Conditions.</p>

**Participants should pay particular attention to:**

- (a) any unusual or onerous restrictions on the method of participation, if any (see the "Competition Conditions" section of the Schedule and Part D of these terms and conditions); and**
- (b) the Promoter's limitation of liability (see Part G of these terms and conditions).**

**PART A - INTRODUCTION**

1. Information on how to participate in the Competition and Prize details form part of these terms and conditions.
2. By participating in the Competition, participants accept and agree to be bound by these terms and conditions. For the avoidance of doubt, these terms and conditions include the Schedule above.
3. Participants must comply with these terms and conditions to participate in the Competition.
4. Where there is an inconsistency between the Schedule and Parts A to H of these terms and conditions, the Schedule will prevail.

**PART B - PRIVACY AND COLLECTION NOTICE**

5. The Promoter will collect and use each participant's personal information for the purposes of:
  - (a) conducting the Competition (which may include disclosure to third parties for the purpose of processing and conducting the Competition) and for promotional purposes, public statements, and advertisements in relation to the Competition;
  - (b) providing information to the participants about the products and services offered by the Promoter and its related companies; and
  - (c) research to improve its products and services.
6. By participating in the Competition, participants consent to the use of their personal information as described in clause 5.
7. Participants may access, change and/or update their personal information in accordance with the Promoter's privacy policy: <https://g8education.edu.au/privacy-policy/>

#### **PART C - WHO CAN PARTICIPATE IN THE COMPETITION**

8. If the Schedule permits participants to be under the age of 18 years, such participants must seek permission from their parent or guardian to participate. If the participant is under 18 years of age, the Prize will be provided to the participant's parent or legal guardian.

#### **PART D – HOW TO PARTICIPATE IN THE COMPETITION**

9. To participate in the Competition, each participant must comply with the 'Competition Conditions' section of the Schedule.
10. The Promoter reserves the right, at any time, to request verification of the age, identity, residential address, or any other information relevant to participation in the Competition of all participants. The Promoter reserves the right to disqualify any participant who provides false information or fails to provide information that is reasonably requested by the Promoter.
11. The Promoter reserves the right, in its sole discretion, to disqualify any participant who has:
  - (a) provided incomplete, indecipherable, and/or offensive material as part of their participation in the Competition,
  - (b) breached any of these terms and conditions; and/or
  - (c) contravened any applicable laws or regulations or otherwise engaged in unlawful or improper conduct.
12. The Promoter accepts no responsibility for late, lost, or misdirected communications.
13. If participation in the Competition is online, by telephone or SMS, the Promoter assumes no responsibility for any failure to receive any information or for inaccurate information or for any loss, damage, or injury as a result of technical or telecommunications problems, including security breaches. If such problems arise, then the Promoter may modify, cancel, terminate, or suspend the Competition.

#### **PART E - PRIZE**

14. The Prize is not transferrable, exchangeable, or redeemable for cash.
15. If the Prize is unavailable for reasons beyond the Promoter's control, the Promoter reserves the right to substitute the Prize with a Prize of equal or greater monetary value. This right is subject to any applicable legislation, regulations, or directions from a regulatory authority.

16. Once the Prize has left the Promoter's premises, the Promoter takes no responsibility for the Prize being damaged, lost or stolen.
17. All taxes (excluding GST, if any) which may be payable as a consequence of receiving the Prize are the sole responsibility of each participant.
18. The participant's use of the Prize is entirely at their own risk.

#### **PART F – RECEIVING THE PRIZE**

19. Only the one (1) Winner selected by the Promoter will receive the Prize. All other Participant's during the Competition Period will not receive a Prize or other incentive.
20. It is the responsibility of the Winner to comply with the Promoter's instructions on how to collect their Prize as outlined in the "Collection of Prize" section of the Schedule.
21. The Promoter reserves the right to request each participant to provide proof of their identity and/or proof that they were responsible for participating in the Competition.
22. Each participant agrees to participate and cooperate, as required, in all focus group activities whether online or in person, including, without limitation, being interviewed, photographed, filmed, and recorded. Each participant authorises the Promoter to use such content to analyse the needs of families using its services with a view to the development of new and/or improved services or for any other use provided for in the Promoter's privacy policy:  
<https://g8education.edu.au/privacy-policy/>
23. It is the responsibility of each participant to notify the Promoter of any change to their contact details.

#### **PART G - NO LIABILITY**

24. Any Prize supplied by a third party supplier is subject to the terms and conditions of that third party supplier. The Prize may come with guarantees that cannot be excluded under the Australian Consumer Law. If those guarantees are not complied with, then you will have rights under the Australian Consumer Law. Subject to those guarantees and rights, the Promoter shall not be liable and excludes all liability (including negligence), for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) for damage to property, personal injury or death suffered or sustained in connection with this Competition or the use or taking of any Prize except for any liability which cannot be excluded by law including as provided for under the Australian Consumer Law.

#### **PART H - TERMINATION OF COMPETITION**

25. The Promoter reserves the right to vary the terms of, or cancel, the Competition at any time without liability to any participant or other person, subject to applicable laws.