

VetFest competition terms and conditions

- 1) These terms and conditions (**Terms**) govern the *VetFest giveaway* (the **Competition**) and contain information on how entrants may enter the Competition. Entry into the Competition is deemed acceptance of these terms and conditions by the Entrant.
- 2) The promoter is Credabl Pty Ltd (ABN 42 615 968 100) Australian Credit Licence No. 499547 of Level 5, 88 Phillip St, Sydney NSW 2000, Australia (telephone number 1300 27 33 22) (**Promoter**).

Duration

- 3) All references to time in these Terms are references to the local time in Sydney, New South Wales, Australia. The Competition commences at **[10:00am on Thursday 8 July 2020]** and closes at 11.59pm on **Friday 24 July 2020** (the **Competition Period**).

Eligibility to enter

- 4) The Promoter has or will invite registered delegates of VetFest 2020 to participate in the Competition, which is a game of chance (**Invited Individuals**).
- 5) The Competition is open only to Invited Individuals that satisfy that following criteria (**Entrants**):
 - a) the Invited Individual is a registered delegate of VetFest;
 - b) the Invited Individual is a veterinarian professional;
 - c) the Invited Individual a resident of Australia; and
 - d) the Invited Individual is not an employee or immediate family member of the Promoter or an agent of the Promoter who is connected with the Competition.
- 6) No purchase of any products or services of the Promoter is required to enter into the Competition.

Entry into the Competition

- 7) By entering the competition, Entrants accept the Competition terms, as well as the Promoter's Privacy Policy which can be found at [<https://www.credabl.com.au/privacy-and-credit-reporting-policy/>].
- 8) To enter the Competition, Entrants must fill out the Promoter's entry form (including submitting their contact details) by no later than expiry of the Competition Period.
- 9) Only one entry per person will be accepted.
- 10) By submitting an entry, the Entrant consents to their name being posted on any of the Promoter's social media channels, at any time, during and after the Competition Period, in the event that the Entrant is a winner.
- 11) Any entries received after the expiry of the Competition Period will not be accepted.
- 12) 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 to disqualify any entry that it considers is not compliant with these Terms. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 13) Any costs suffered or incurred by the Entrant in submitting an entry (such as data usage) are the Entrant's responsibility.

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- 14) The Promoter may deem invalid and disqualify any entry which is illegible, offensive or incomplete, includes any objectionable, profane, insulting or inflammatory material or which violates any law or policy of Facebook or the social media policy of the Promoter.

Selecting winners

- 15) The Competition is a game of chance. The Winner will be chosen by the Promoter by way of random draw.
- 16) The Promoter will select 1 winner. The winner wins a Prize as set out in paragraph 18 below. The Promoter's selections are final and binding.
- 17) The Winner will be announced at midday on Tuesday 28 July 2020. The Promoter shall announce the winner by notifying that Entrant via the email address provided.

Awarding prizes

- 18) There is 1 prize to be awarded (each a **Prize**):
 - a) The prize to be awarded to the Winner is a AUD\$150.00 Prezzy Smart eGift Card.
- 19) The Prezzy Smart eGift Card allows the recipient to swap Retailer Gift Cards of their choice to the equal value of the Prezzy Smart eGift Card (available via www.prezzy.com). The Prezzy Smart eGift Card is valid for 36 months so please make sure you exchange to the Gift Card of your choice before the end of the 36 month period. By swapping the Prezzy Smart eGift Card for Retailer Gift Cards, you agree to the Gift Card Terms and Conditions set by the Retailers. Please check Retailers Terms and Conditions before you perform the swap. Once a Prezzy Smart eGift Card has been swapped or partially swapped, it cannot be returned back to a Prezzy Smart eGift Card.
- 20) The Promoter may request that the winner provide proof of identity, proof of registration, proof of degree and university, 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 residency to the Promoter's reasonable satisfaction within 1 week after being selected as a winner, the Promoter may forfeit the Prize.
- 21) The Prize will be emailed to the Winner's preferred email address.
- 22) The winner must accept the Prize within 1 week after being selected as the winner. If the winner does not accept the Prize within 1 week after being selected as the winner, the Promoter may forfeit the prize.
- 23) 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, the Promoter or the Promoter's business;
 - b) agrees that the prize is not transferrable or exchangeable and cannot be taken as cash.

Liability and variation of terms

- 24) If insufficient entries are received, the Promoter may, in its sole discretion, elect to **cancel and/or extend** the Competition.
- 25) Nothing in these Terms limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the *Competition and Consumer Act 2010* (Cth), as well as any other implied warranties under the *Australian Securities and Consumer Act 2010* (Cth) or similar consumer protection laws in the State and Territories of Australia (**Non-Excludable Guarantees**).

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- 26) Despite anything to the contrary, to the maximum extent permitted by law (including the Non-Excludable Guarantees), the Promoter its related bodies corporate and their respective officers, employees, contractors and agents (**Competition Parties**) will not be liable for, and each Entrant indemnifies, waives and releases the Promoter and the Competition Parties in respect of all liability (including but not limited to all expenses, costs, damages, claims, losses) however arising, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise, in any way arising out of or in connection with:
- a) any losses, damages, expenses or costs suffered or incurred by an Entrant;
 - b) any personal injury or death;
 - c) use or enjoyment of the Prize in any way;
 - d) the Winner being unable to use or enjoy the Prize;
 - e) any entry or Prize claim that is late, lost, altered, damaged, delayed or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;
 - f) any tax liability incurred by a winner; or
 - g) any act, omission or breach by an Entrant.
- 27) The Promoter holds the benefit of the indemnities in clause 28) on behalf of each of the other Competition Parties.
- 28) Despite anything to the contrary, to the maximum extent permitted by law, the Promoter will not be liable under these Terms for any consequential, special or indirect loss including loss of profit (including anticipated profit), loss of benefit (including anticipated benefit), loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings (including anticipated savings), loss of reputation, loss of use (including both real and anticipatory) and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise.
- 29) If performance of the Competition, provision or use of the Prize (or any part of it), or any obligation under these Terms is prevented, restricted, or interfered with by a Force Majeure Event, and if as a result the Promoter is unable to carry out its obligations or to provide the Entrant with the Prize (or any part of it), the Promoter may in its absolute discretion, subject to any written directions made under any applicable legislation, cancel, terminate, modify or suspend the Competition and/or, if necessary, provide an alternative prize or prizes to the same value as the original Prize. The Promoter will give notice of such an event and that the Competition has been cancelled, terminated, modified or suspended. **Force Majeure Event** means any event or circumstance beyond the Promoter's reasonable control includes, without limitation, acts of God, fire, explosion, vandalism, pandemic, storm or other similar occurrence, orders of acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, strikes, lock-outs and work stoppages, terrorism, infection by computer virus, bugs, tampering, unauthorised intervention, technical failures or anything which corrupts or affects the administration, security, fairness, integrity or proper conduct of the Competition. The Promoter will use reasonable efforts under the circumstances to avoid or minimise any Force Majeure Event. An act or omission will be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.
- 30) The Promoter accepts no responsibility and will not be liable for any late, lost, delayed, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. The Promoter has no control over communications networks or services, the Internet, or computer or telephone networks or lines and accepts no responsibility for any

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problems associated with them, whether due to traffic congestion, technical malfunction or otherwise.

- 31) In the event that a dispute arises as to the identity of an online Entrant, the entry will be deemed to have been submitted by the authorised account holder of the email address. The authorised account holder means the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organisation that is responsible for assigning email addresses for the domain associated with the email. The Promoter may ask any Entrant to provide the Promoter with proof that such party is the authorised account holder of the email address associated with the entry.
- 32) Any attempt, deliberate or otherwise, to cause malicious damage or interference with the normal functioning of the Promoter's Facebook account or page, or the information on the Promoter's Facebook account or page, or to otherwise undermine the legitimate operations of the Competition may be a violation of criminal and civil laws and, should such an attempt be made, whether successful or not, the Promoter reserves the right to seek damages to the maximum extent permitted by law. If the Promoter suffers loss or incurs any costs in connection with any breach of these Terms or any other legal obligation by an Entrant, the Entrant agrees to indemnify the Promoter for those losses, damages and costs.

General

- 33) As between the Parties, ownership of all intellectual property rights in any entry will at all times vest, or remain vested, in the Promoter upon creation. To the extent that ownership of such intellectual property rights do not automatically vest in the Promoter, the Entrant agrees to do all things necessary or desirable to assure the Promoter's title to such rights.
- 34) Unless the contrary intention appears, a reference in these terms or in any advertisement relating to the Competition, to Australian dollars, dollars, AUD\$ or \$ is a reference to the lawful currency of Australia.
- 35) These Terms are governed by the laws of the State of New South Wales. Entrants submit to the jurisdiction of the courts of the State of New South Wales.
- 36) These Terms represent the entire agreement between the Promoter and any Entrant (including the Winner) and supersede any prior agreement, understanding or arrangement between the Promoter and any Entrant (including the Winner), whether oral or in writing.
- 37) The Promoter excludes all, warranties, guarantees or representations (whether express or implied) except as expressly provided in these Terms.
- 38) These Terms may be amended or replaced from time to time if required by law or any regulatory authority.
- 39) Headings in these Terms are included for reference only, and do not affect interpretation in any way.
- 40) The Entrant acknowledges and agrees that these Terms apply retrospectively, including in relation to any contact from the Promoter with any Invited Individual relating to the Competition.

Last dated 08 July 2020.