

Win: 1 of 8 Fitbit Versa Evaluation Survey Prize Women's Health Week 2018

Terms and conditions

1. Information regarding prizes and how to enter forms part of these conditions. By entering, entrants accept these conditions.
2. Entry is open only to Australian residents except directors, management and employees (and the immediate families of directors, management and employees) of the Promoter or of the agencies or companies associated with this competition.
3. The competition begins at 12:01am (AEST) on **Friday 7 September, 2018** and closes at 17:00pm (AEDT) on **Friday 28 September, 2018** (Competition Period).
4. To enter, entrants must, during the Competition Period: Complete the Women's Health Week 2018 evaluation survey in full at www.surveymonkey.com/r/Womenshealthweek2018
5. All entries must be received by the Promoter (Jean Hailes for Women's Health) during the Competition Period. Entries are deemed to be received at the time of receipt into the Promoter's database not at the time of transmission by the entrant. Entrants may only enter this competition once. Entrants who enter using multiple email addresses and/or aliases may be disqualified. The Promoter is not liable for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence due to error, omission, tampering, deletion, theft, communications failure or otherwise. The Promoter has no control over communications networks and is not liable for any problems associated with them due to traffic congestion, technical malfunction or otherwise. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred.
6. Entries not fully complying with these conditions of entry may be deemed invalid at the Promoter's discretion. This is a game of chance; individual's responses play no part in determining the winner. Each valid entry will be put into an online pool of entries which includes existing Women's Health Week subscribers and one valid entry will be randomly selected from the total pool of valid entries. The judges' decisions are final and no correspondence will be entered into. The random draw will take place at 12.00pm (AEDT) **Wednesday 3 October 2018**, at Jean Hailes for Women's Health, 15-17 Park Street, South Melbourne VIC. The winner will be contacted by email by 5pm (AEDT) **Friday 5 October 2018**.
7. All entries become the property of the Promoter and will not be returned to the entrant. By entering these competition entrants:
 - (a) undertake to the Promoter that their entry is not, and its use by the Promoter will not be, in breach of any third party intellectual property rights.
8. Each of the 8 winning entrants will win the prize.
9. The prize is: 1x Fitbit Versa (1 for each Australian state and territory) valued at AUD299.95 each (incl. GST)
10. The total prize pool is valued at AUD2,399.60 (incl. GST).
11. The winning entrants will be notified in writing by email.

12. The prize winner should allow up to 10 working days for their prize to be delivered. Delivery of the prize is only available in Australia. Delivery will be made to the address provided by the winner once they have been notified by the Promoter. It is the responsibility of each entrant to ensure that the address details provided to the Promoter are correct and up to date.

13. If a prize is returned undeliverable and, despite the Promoter's reasonable efforts, is not accepted or claimed by **Friday 19 October 2018**, the relevant first prize winner's entry will be deemed invalid and the Promoter will award the prize to another randomly selected entrant from the online pool of valid entries. The selected winner will be notified by email by **Monday 22 October 2018**.

15. The winners must, at the Promoter's request, participate in all promotional activity (such as publicity and photography) surrounding the winning of a prize, free of charge, and they consent to the Promoter using their name and image in promotional material.

16. The Promoter may require the winners to provide proof of identity and proof of residency. Identification considered suitable for verification is at the Promoter's discretion.

17. The Promoter may, in its sole discretion, disqualify all entries from, and prohibit further participation in this competition by, any person who tampers with or benefits from any tampering with the entry process or with the operation of the competition or acts in violation of these conditions, acts in a disruptive manner or acts with the intent to annoy, abuse, threaten or harass any other person.

18. The prize is not transferable or exchangeable and cannot be redeemed for cash. The Promoter accepts no responsibility for any variation in prize value. Where a prize is unavailable for any reason, the Promoter may substitute for that prize another item of equal or higher value as determined by the Promoter.

19. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this competition or accepting or using any prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).

20. Without limiting the previous paragraph, the Promoter and its associated agencies and companies will not be liable for any damage or delay in transit to prizes.

21. If for any reason any aspect of this competition is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the competition, or invalidate any affected entries.

22. Any cost associated with accessing the Women's Health Week website is the Eligible Entrant's responsibility and is dependent on the internet service provider and telecommunications provider used.

23. The Promoter is not liable for any tax implications arising from prize winnings. Independent financial advice should be sought. Where this competition involves, for GST purposes, supplies being made for non-monetary consideration, entrants will follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.

24. All entries will be the property of the Promoter. The information entrants provide will be used by the Promoter for the purpose of conducting this competition. The Promoter may disclose entrants' personal information to its contractors and agents to assist in conducting this competition or communicating with entrants. By choosing to subscribe to the Jean Hailes Magazine or email newsletter during the entry process, the entrant consents to the storage of their personal information on the Promoter's database and the Promoter may use this information for future promotional and marketing purposes regarding the Promoter's products including contacting the entrant via electronic messaging. The Promoter is bound by the National Privacy Principles in the Privacy Act 1988. Entrants can request access to the personal information the Promoter holds about them by contacting the Promoter at the address below.

25. The Promoter is Jean Hailes (ABN 69 092 915 618), 15-17 Park Street, South Melbourne VIC 3205.