



**Win: 4 x \$200 Woolworths  
Gift Cards  
Photo Competition  
Women's Health Week 2020**

## **Terms and conditions**

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

### Eligibility to Enter

2. Entry is only open to Australian residents. Entrants 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 provide written evidence of consent to the minor entering this promotion. Entry is not open to Jean Hailes staff.

### Promotion period

3. The promotion commences at 12.01am AEST on **31/08/2020** and ends at 11.59pm AEST on 18/09/2020 ("Promotional Period").

### How to Enter

4. Entrants are required to submit a photo that shows how they celebrated Women's Health Week 2020. The photo must be an original creation of the Entrant.

To enter, Entrants must complete the following steps during the Promotional Period: a) Attach your entry image/s and email to [whw@jeanhailes.org.au](mailto:whw@jeanhailes.org.au); (b) input the requested details including their category of entry, full name, valid email address and submit an original entry created by the Entrant; (c) confirm that all the people in the photo have consented to their image to be shared with the Promoter for the purpose of this promotion, including for the Promoter to use the photo in any media for an unlimited period for any reason including but not limited to future promotional, marketing or publicity purposes, as stated in clauses 18 and 19.

5. Entrants may enter as many times as they like provided each photo entry is unique, submitted separately and in accordance with the entry requirements.

6. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.

### Draws and Prizes

7. There will be four prizes available to win for the Promotional Period as there will be four photo categories.

8. Entries will be judged by a panel of judges selected by The Promoter. Each entry will be judged by the following four criteria. 1) Creativity 2) Composition 3) Quality 4) Subject matter. The entry must be in colour and with no filters.

9. If there are no entries entered into a category that fulfil the four criteria the Promoter reserves the right to determine that there is no winner for that category.

This is a game of skill and chance plays no part in determining the winner. Each entry will be individually judged based on creative merit. The Promoter's decision is final, and no correspondence will be entered into.

10. The prize winners for the Promotional Period will be notified by email on **18 September 2020**, and their name and photo will be announced on the Promoter's website/Facebook page on **22 September 2020**. If no contact has been successful with the winners by **21 September 2020** the prize will be reallocated to the next best eligible entry as determined by the judges ("Alternative Winner"). An Alternative Winner will be selected on **22 September 2020** and their name and photo will be announced on the Promoter's website/Facebook page on **29 September 2020**. If there are no additional entries entered into a category that fulfil the four criteria the Promoter reserves the right to determine that there is no winner for that category.

11. The best valid entry per category during the Promotional Period, as determined by the judges, will win 1 x \$200 Woolworths Gift Card (incl GST). Any change in the value of the prize between publishing date and the date prize is claimed is not the responsibility of the Promoter. The total prize pool is valued at \$800 (incl. GST).

12. The prize winner will receive their prize by email and should allow 48 hours after being notified to receive the prize. Delivery of the prize is only available in Australia. Delivery will be made to the email address provided by the winner once they have been notified by the Promoter. It is the responsibility of each entrant to ensure that the email address details provided to the Promoter are correct and up to date.

13. All prizes, including any portion, are not transferable or exchangeable and cannot be taken as cash, unless stipulated otherwise. If due to reasons beyond the Promoter's control any of the prizes are unavailable, the Promoter, in its discretion, reserves the right to substitute the prizes with a prize to the equal value and/or specification.

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

#### General

15. The Promoter reserves the right, at any time, to verify the validity of entries and Entrants (including an Entrant's identity) and to disqualify any Entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Errors and omissions will 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.

16. Incomplete, indecipherable, or illegible entries will be deemed invalid.

17. All entries submitted become the property of the Promoter. Entries will not be returned to any Entrant. As a condition of entering this promotion, each Entrant licenses the Promoter to use their entry in any media for an unlimited period for any reason including but not limited to future promotional, marketing or publicity purposes.

18. Entrants consent to the Promoter using their image and that of any individual pictured on the photo on the Promoter's social media and digital platforms to promote the promotion and to use the Entrant's 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 future events or activities of the Promoter.

19. 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.

20. 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).

21. 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.

22. 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.

23. Any cost associated with accessing the Women's Health Week website is the Entrant's responsibility and is dependent on the Internet service provider used.

24. 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 from non-monetary consideration, entrants will follow the Australia 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.

25. The Promoter collects personal information in order to conduct the promotion. Entry is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or phoning the Entrant. Entrants should direct any request to access, update or correct information to the Promoter. All entries become property of the Promoter. The Promotion will comply with its Privacy Policy in handling personal information. Details about Privacy and Personal Information can be found at [www.jeanhailes.org.au/about/governance/terms-of-use](http://www.jeanhailes.org.au/about/governance/terms-of-use).

22. Entry and continued participation in the promotion is dependent on Entrants following and acting in accordance with the Facebook Statement of Rights and Responsibilities, which can be viewed at [www.facebook.com/terms.php](http://www.facebook.com/terms.php).

23. This promotion is in no way sponsored, endorsed or administered by, or associated with, any other organisation. Entrants understand that they are providing their information only to the Promoter. The information an Entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this promotion must be directed to the Promoter.

25. The Promoter is Jean Hailes (ABN 69 092 915 618), 176 Wellington Parade, East Melbourne VIC 3002.