

Terms and Conditions for The Smith Family Around the Bay fundraising competition 2019

1. Information on how to enter and about the prize forms part of these terms and conditions. Any entry not complying with these terms and conditions is invalid.
2. Entry is open to Australian residents (except SA & ACT), registered as fundraisers for The Smith Family (ABN 28 000 030 179) ("Promoter") through participation in Around the Bay 2019 ("Event") to be held on Sunday 6 October 2019 who raise over \$200 through the event ("Eligible Entrant"). Employees of the Promoter, the Promoter's associated companies, the Promoter's agencies and sponsorship partners associated with this competition and their immediate families are ineligible to enter.
3. The Prize Draw promotion ("Promotion") commences 17/09/2019 and closes at 11am Australian Eastern Daylight Saving Time ("AEDST") EST on 11/10/2019 ("Promotion Period"). Entries received after the close of the Promotion will not be accepted.
4. An Eligible Entrant will be registered to participate in the event and raise a minimum of \$200 for The Smith Family. They will be required to complete the competition entry form (available online and for download at www.aroundthebayfundraising.com.au/WIN). Fundraising must be processed via the online fundraising website (www.aroundthebayfundraising.com.au) by that Eligible Entrant during the Promotion Period. There is one prize for one winner. The first valid entry in the prize draw drawn on 11/10/2019 will win a trip for 2 to the 2020 Tour De France. Total prize pool values at \$15,000 (inc gst). The prize includes...
 - o Return economy Airfares to Paris on Singapore Airlines
 - o 5 nights' luxury 4* accommodation
 - o Premium bike hire for the durations of the trip
 - o Exclusive meeting with a pro team
 - o See the opening stages of the 2020 Tour de France live
 - o 2 x Group Dinners (2-courses plus wine)
 - o Welcome Cocktail function with 17-Time Tour de France finisher, Stuart O'Grady
 - o Exclusive opportunity to ride on the closed roads of the 2020 Tour de France
 - o Air-conditioned vehicles with on-course accreditation
 - o Professional staff and mechanical support
 - o Support vehicles on all rides
 - o Tour de France welcome pack + Mummu Cycling Merchandise Pack valued at over \$200
5. The prize must be booked by 30 March 2020 (for travel before 31 July 2020) or airfares will be forfeited.
6. The prizes are strictly non-transferable and are not redeemable for cash.
7. The winner must be aged over 18 years.
8. The prize draw will take place at the offices of [TPAL](http://www.tpal.com.au) at Level 2, 11 York St, Sydney NSW 2000 on 11/10/2019 at 1pm in the presence of An independent scrutineer. The winner will be notified by telephone and in writing via email and the winner's name will be published on the Promoter's website (www.aroundthebayfundraising.com.au) on 11/10/2019 for a minimum of 28 days.
9. In the event of unclaimed prizes a redraw will be conducted 3 months after the date of the final original draw. The redraw will occur on 10/1/2020 at 11:00am AEDST and will take place at the offices of [TPAL](http://www.tpal.com.au) at Level 2, 11 York St, Sydney NSW in the presence of an independent scrutineer. The winner will be notified by telephone and in writing on 10/1/2020 at 11:30am and via email and the winner's name will be published on the Promoter's website (www.aroundthebayfundraising.com.au) for a minimum of 28 days.
10. The Promoter's decision is final and no correspondence will be entered into.
11. It is a condition of entry that Eligible Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are declared the winner (including photograph, film and/or recording of the same) in any media and without remuneration, for the purpose of promoting this competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
12. If for any reason the Promotion is not able to be conducted as planned due to events which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion, including infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes which are beyond the control of the Promoter, then the Promoter reserves the right to cancel, terminate, modify or suspend the promotion subject to the approval of the gaming authorities in each state and territory, where required. Any cancellation of or modification to the Promotion will be notified on the Promoter's website www.aroundthebayfundraising.com.au
13. Except for any liability that cannot be excluded by law, the Promoter (including its 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, including, but not limited to, where arising out of the following: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised 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

**Terms and Conditions for The Smith Family
Around the Bay fundraising competition 2019**

variation in prize value from that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of a prize.

14. The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on Eligible Entrants providing this information. The Promoter may unless otherwise advised, use the information for promotional and marketing purposes Entrants should direct any request to access, update or correct their personal information to the Promoter.
15. All entries become the property of the Promoter.
16. The Promoter is The Smith Family ABN 28 000 030 179 of Level 9, 117 Clarence Street Sydney NSW 2000.
17. Authorized under NSW permit number LTPS/19/38296