

General Competition Terms and Conditions

These General Competition Terms and Conditions (“**General Terms**”) apply to the game of chance or skill identified as the “**Competition**” in the competition schedule of particulars that explicitly references the General Terms (“**Competition Schedule**”). The Competition Schedule is incorporated into and forms a part of the General Terms.

By entering the Competition, you acknowledge your understanding of, and agree to be bound by, the General Terms, the applicable Competition Schedule and the [Finder Group Privacy Policy](#).

1. Competition

- 1.1. **Duration and Dates.** The Competition starts and ends as specified in Item 3 of the applicable Competition Schedule (“**Competition Period**”), unless otherwise amended or cancelled by the Promoter in accordance with clause 1.2 of the General Terms.
- 1.2. **Changes to Competition.** The Promoter may cancel, amend or modify the Competition, the Competition Schedule and/or the General Terms (or part thereof) at any time without prior notice.
- 1.3. **State/Territory Permit.** The Competition is operated pursuant to any permit(s) specified in Item 11 of the Competition Schedule.
- 1.4. **Supplementary Conditions.** The General Terms are supplemented by the terms specified in Item 12 of the Competition Schedule, which apply to the Competition.

2. Entry Conditions

- 2.1. **Entrants.** Entry to the Competition is open to persons who satisfy the eligibility criteria specified in Item 4 of the Competition Schedule and excludes Ineligible Entrants.
 - 2.1.1. Employees (and their immediate family members) of the Promoter or any third party sponsor, promoter or supplier of the Competition, and any of their related bodies corporate, are not eligible to enter the Competition (“**Ineligible Entrants**”).

- 2.2. **How to Enter.** To enter the Competition, Entrants must complete the steps specified in Item 5 of the applicable Competition Schedule within the Competition Period ("**Eligible Entry**").
- 2.3. **Number of Entries.** Only one (1) Eligible Entry per Entrant will be accepted, unless otherwise specified in Item 6 of the Competition Schedule. Entrants will receive one (1) Eligible Entry to the Competition upon the Promoter's receipt of confirmation of completion of the requirements referenced in clause 2.2 of the General Terms.
- 2.4. **Acceptance of Eligible Entries.** Eligible Entries that are not otherwise disqualified by the Promoter pursuant to clause 2.6 of the General Terms will be deemed accepted upon the Promoter's receipt (not the date or time of transmission or deposit by Entrants) during the Competition Period. The Promoter may, at its sole discretion, choose to accept Eligible Entries received outside of the Competition Period upon written notice to the relevant Entrants. Receipt of Eligible Entries is determined solely by the Promoter, based on its records, and such determination is final.
- 2.5. **Variation of Eligible Entries.** Eligible Entries are unable to be modified after acceptance by the Promoter pursuant to clause 2.4 of the General Terms.
- 2.6. **Disqualified Eligible Entries.** The Promoter may disqualify Eligible Entries and will not be required to accept them, where any such Eligible Entry:
- (a) is incomplete, indecipherable, inaudible, illegal or receive outside of the Competition Period;
 - (b) is offensive or defamatory, or breaches any law or infringes any third party rights, including intellectual property rights; or
 - (c) was submitted through the use of any automated entry software or other mechanical or electronic that facilitate automation of repeat entries by the Entrant.
- 2.7. **Entry Fee.** Entry to the Competition is free-of-charge other than any internet-related costs incurred by Entrants via their telecommunications and/or internet service providers, which will remain the sole responsibility and liability of Entrants.

3. Award of Prize

- 3.1. **Number of Winner(s).** The quantity of recipient(s) of the Prize(s) will be the number of unique Entrants named in Eligible Entries drawn, as specified in Item 9 of the Competition Schedule (“**Winner(s)**”). The same Winner(s) are ineligible to receive the Prize(s) more than once.
- 3.2. **Game of Chance.** Where the Competition is a game of chance, the following will apply:
- (a) **Prize Draw.** Winner(s) will be selected by a random computerised draw from the pool of Eligible Entries on the date and time specified in Item 10 of the Competition Schedule (“**Prize Draw**”). Winner(s) of the Prize Draw are determined solely by chance without any regard to skill.
 - (b) **Prize Allocation.** Prize(s) will be awarded to the person(s) named in the relevant Eligible Entries drawn by the Prize Draw. Any Eligible Entries drawn that were made by a third party on behalf of the named person(s) will not be awarded to the third party. Where any dispute as to the identity of the Winner(s) arises, the Promoter will determine the identity of the Winner(s) at its sole discretion and such determination will be final.
 - (c) Further **Prize Draw.** Further Prize Draw(s) will be conducted by the Promoter at its office address on the date and time determined by it, up to a maximum of two (2) times, where:
 - (i) the Prize Draw results in an award of Prize(s) to the same Winner(s) more than once result; or
 - (ii) there are Unclaimed Prize(s).
- 3.3. **Game of Skill.** Where the Competition is a game of skill, Winner(s) and allocation of Prize(s), if any, will be determined by the Promoter or its delegate in accordance with Item 10 of the Competition Schedule.
- 3.4. **Prize Notification and Claim.** Winner(s) will be notified by email within seven (7) days of determination of Winner(s) in accordance with clause 3.2 or 3.3 (as applicable) (“**Prize Notification**”). Winner(s) must claim the Prize(s) within 3 days of the Prize Notification in accordance with the Promoter’s instructions in the Prize Notification (“**Prize Claim Date**”).

- 3.5. **Prize Forfeiture.** Prize(s) not claimed in accordance with the Promoter's instructions in the Prize Notification or by Prize Claim Date will be immediately forfeited without further liability of the Promoter ("**Unclaimed Prize(s)**").
- 3.6. **Publication of Winner(s).** The surname, initial and state or territory of residence of the Winner(s) will be published on the Promoter's website.
- 3.7. **Substitution of Prize.** Transfer of Prize(s) including redemption for cash is not allowed. Where unavailable (either in whole or in part), the Promoter may substitute the prize specified in Item 7 (or any part thereof) with a replacement of equal or greater value and specification.
- 3.8. **Prize Supplier Terms.** Winner(s) acknowledge that Prize(s) are subject to the supplier's terms and conditions and agree to be bound by and comply with such terms.
- 3.9. **Tax Consequences.** Winners are responsible for any tax implications arising from the acceptance of the prize.

4. Personal Information

- 4.1. **Privacy.** The Promoter collects personal information from Entrants as outlined in the *Privacy Act 1988* (Cth).
- 4.2. **Collection of Information.** Entrants acknowledge that the collection of their personal information is required to enter the Competition, and agree to the collection of their personal information by the Promoter in accordance with the Finder Group Privacy Policy.
- 4.3. **Use of Information.** Entrants agree to that the Promoter may use their personal information in accordance with the Finder Group Privacy Policy, including to send them marketing communications related to the Promoter's products and/or services and those of third party partners advertised on the Promoter's website.

5. Miscellaneous

- 5.1. **Liability.** To the extent permitted by applicable law, the Promoter excludes all liability and is not responsible for any loss, expense, damage, personal injury, or death arising out of, or in connection with, the Competition (including the Prize).

- 5.2. **Governing Law and Jurisdiction.** The Competition, the Competition Schedule and the General Terms are governed by the laws of the State of New South Wales, and the courts of that state will have exclusive jurisdiction over any disputes arising out of or in connection with the same.
- 5.3. **Definitions.** Any capitalised terms have the meaning given to them in the Competition Schedule, unless otherwise expressly defined in the General Terms.
- 5.4. **Conflicting Terms.** To the extent of any conflict between the Competition Schedule and the General Terms, the terms of the Competition Schedule will prevail.
- 5.5. **Waiver.** Failure to enforce any of these rights does not constitute a waiver of such rights.