

## Your Voice Matters 2021 Competition

### Terms and Conditions

1. This is a promotion run by Hastings Deering (Australia) Ltd ABN 49 054 094 647 ("Promoter").
2. Requirements for submission of entries and information on prizes and how to enter form part of these terms and conditions ("Terms"). Entries not completed in accordance with these Terms are ineligible. Participation in this competition constitutes acceptance of these Terms.
3. The competition is open to residents of Australia who receive a survey invite and successfully complete and submit their survey responses between 1<sup>st</sup> November 2020 and 31<sup>st</sup> October 2021.
4. Directors, officers, management, employees and other staff (and the immediate families of directors, officers, management, employees and other staff) of the Promoter and its related bodies corporate and agents are ineligible to enter.
5. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe breached any of these Terms, or engaged in any unlawful or otherwise improper misconduct calculated to jeopardise the fair and proper conduct of the competition. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
6. The competition commences 8:00am 1<sup>st</sup> November 2020 and closes 3:00pm 1<sup>st</sup> November 2021.
7. The competition comprises of four draws:
  - a. At 1:30pm on 8<sup>th</sup> February 2021, comprising all survey responses received between 8:00am 1<sup>st</sup> November 2020 and 3:00pm 31<sup>st</sup> January 2021.
  - b. At 3:00pm on 4<sup>th</sup> May 2021, comprising all survey responses received between 8:00am 1<sup>st</sup> February 2021 and 3:00pm 30<sup>th</sup> April 2021.
  - c. At 3:00pm on 2<sup>nd</sup> August 2021, comprising all survey responses received between 8:00am 1<sup>st</sup> May 2021 and 3:00pm 31<sup>st</sup> July 2021.
  - d. At 3:00pm on 1<sup>st</sup> November 2021, comprising all survey responses received between 8:00am 1<sup>st</sup> August 2021 and 3:00pm 31<sup>st</sup> October 2021.
8. All draws will held be at Hastings Deering Head Office, Marketing Department, 98 Kerry Road, Archerfield, Qld 4108.
9. Times quoted are local times.
10. There will be 4 winners on each draw, one per region (SEQ, CQ, FNT and NT) in this competition that will be chosen at random from all eligible entries received. The Promoter's decision is final and no correspondence will be entered into.
11. Entry is by completing and submitting a survey response during the periods stated above.
12. Only one entry per person per draw is permitted and only one prize will be awarded to the winner.
13. Each winner will receive 1 x Prepaid Eftpos card loaded with AUD 1000 (the Prize).
14. Any change in the value of the prizes between the publishing date and the date that the prizes are claimed is not the responsibility of the Promoter.
15. The prize is not transferable, exchangeable or redeemable for cash.
16. The winner will be notified by email using the account the winner used at the time they entered the competition. The prize can be collected by the winner from their nearest Hastings Deering Business Centre. To redeem the prize, the winner must bring photo identification. Competition results may also be published on the Hastings Deering Facebook page.

17. If a competition winner is unable to be contacted within one week of the draw a redraw will occur. In the event that a redraw is required it will be held at 3:15pm on the seventh day following **the draw** at Hastings Deering Head Office, Marketing Department, 98 Kerry Road, Archerfield, Qld 4108. The redraw winner will be notified by email message using the account the winner used at the time they entered the competition.
18. All entrants will submit entries knowingly and if submitting in the course of employment or on behalf of a business, does so on the basis that it has full authority to do so. If the entrant is a winner of the draw and subsequently is unable to accept the Prize due to a company or employer policy, their entry will automatically be ineligible and a redraw will occur.
19. If the winner of the prize is under the age of 18 years (where entry by persons under 18 is permitted), the Promoter may, at its discretion, award the prize to the winner's parent or guardian.
20. All entries become the property of the Promoter. No responsibility is accepted for late, lost, incomplete, incorrectly submitted or misdirected entries.
21. The information that entrants provide will be used by the Promoter for the purpose of conducting the competition. By entering this competition entrants consent to the use of their contact details for the purposes described in this clause. The Promoter may use or disclose entrant's personal information to related entities or other appropriate third parties in accordance with its privacy policy. The Promoter's privacy policy is also available on its Internet site at [www.hastingsdeering.com.au](http://www.hastingsdeering.com.au).
22. The Promoter will use its best endeavours to provide the prize as listed. If the prize (or any element of the prize) is unavailable, the Promoter, in its absolute discretion, reserves the right to substitute the prize (or that part of the prize) with a prize of equivalent value and/or specification subject to any written directions from a regulatory authority.
23. If for any reason this competition is not capable of being conducted by the Promoter as intended, whether because of computer virus, mobile phone failure, bugs, tampering, unauthorised intervention, fraud, technical failures, or any other cause beyond the reasonable control of the Promoter which in the Promoter's opinion affects the administration of the competition, security, fairness or integrity, the Promoter may in its sole discretion, cancel, modify or suspend the competition, subject to the approval of the Office of Liquor and Gaming Regulation in Queensland as may be required.
24. Without limiting any other paragraph, the Promoter may at its discretion amend any aspect of this competition or these terms, subject to applicable laws and subject to the approval of the relevant regulatory authorities.
25. The Promoter, its related bodies corporate, and the directors, officers, management, employees and other staff of the Promoter and its related bodies corporate (Promoter's Agents) will not be liable for any loss or damage or for any personal injury sustained as a result of taking the prize[s] or entering into this competition. The Promoter and the Promoter's Agents make no representations or warranties as to the quality, suitability or merchantability or any goods or services offered as prizes. To the extent permitted by law, the Promoter and the Promoter's Agents are not liable for any loss suffered to person or property by reason of any act or omission, deliberate or negligent, by the Promoter or the Promoter's Agents, in connection with the arrangement for the supply, or the supply, of goods and services by any person to the prize winner and, where applicable, to any persons accompanying the prize winners.

26. If, notwithstanding the above, the Promoter or the Promoter's Agents are found to be liable to any person in connection with this competition, the Promoter's and the Promoter's Agent's maximum aggregate liability is limited to \$1.00.
27. To the maximum extent permitted by law, the Promoter and the Promoter's Agents will not be liable to any person for indirect or consequential loss or damage suffered by any person in connection with the entering the competition, or as a result of taking the prize. This applies to all claims, whether such claims are made in tort (including without limitation negligence), in equity, under statute or any other basis.
28. The laws of Queensland govern the Promoter's competitions.