



## 2019 VACC Industry Awards

### Early Submission of VIA Applications Competition

### Chance to Win a Luxury Hotel Getaway Prize Terms and Conditions of Entry

#### General

1. Information on how to enter and prizes form part of the Terms and Conditions of Entry. Entry into this competition is deemed acceptance of these Terms and Conditions.
2. To the extent of any inconsistency between these Terms and Conditions and any other reference to this competition, these Terms and Conditions prevail.

#### Who can enter

3. Subject to the clauses below, entry is open to all current financial Victorian Automobile Chamber of Commerce (VACC) members with an active VACC member number and be the primary holder of the membership and who have fulfilled the requirements set out below ('**Eligible Entrants**'). Entrants must be over the age of 16, as of the date of entry.
4. Employees of the Promoter and OurAuto and their immediate families, associated agencies and companies, sponsors of the VACC Industry Awards program and/or the event, contractors or individuals, are not eligible to enter this competition. Immediate family means any of the following: spouse, ex-spouse, defacto spouse, child or step child (whether natural or by adoption), parent, step parent, grandparent, step grandparent, uncle, aunt, niece, nephew, brother, sister, step brother, step sister or 1st cousin.
5. The Promoter is Victorian Automobile Chamber of Commerce (**VACC**) (ABN 63 009 478 209) (the '**Promoter**'). The Promoter's address is Level 7 464 St Kilda Road , Melbourne, VIC 3004. The awards program is the VACC Industry Awards ('**VIA**').

#### How to enter & number of entries permitted

6. To enter Eligible Entrants must, during the Promotional Period (defined below) complete and submit a valid VIA application in one of the award categories as outlined on the VIA website [www.vacc.com.au/via](http://www.vacc.com.au/via) ('**Eligible Application**'). Entrants will need to register on the application portal by entering their details and then complete and submit their award application online. Only if entrants complete all of the criteria and accept the terms and conditions of the award program will entrants receive a confirmation email that they have successfully submitted a category award application and that they will now be in the draw to win a luxury hotel getaway prize. If an entrant submits one valid category award application, they will get one entry. If they submit two valid category award applications, they will get two entries and so forth. Only the entrant who has registered their details online (the primary VACC membership holder) will be in the draw.
7. By submitting an entry into this competition entrants consent to receive promotional and other marketing messages from the Promoter (including messages sent electronically for an unlimited period of time). Entrants will be able to opt-out at any time by following the instructions included in each message sent by the Promoter.
8. Entries must provide contact details on request to be eligible to win. Entrants may only enter in their own name. Inaudible, and incomplete entries may be deemed invalid.

#### Open, Close, Draw and Publish dates

9. The competition commences on **26/10/2018** at **12:01 AM** and closes **31/01/2019** at **08:00 PM** ('**Promotional Period**'). All times noted in these Terms and Conditions are local times, based on the location of the Promoter. If any draw date falls on a public holiday, as defined in the state of the Promoter, that draw will be conducted on the next business day. Entries must be received by the Promoter prior to the competition close date and time.
10. The winner will be the first valid entry drawn at Level 7, 464 St Kilda Road, Melbourne VIC 3004 on 04/02/19, and the winner's name will be notified by phone and mail the next working day.
11. Prizes (prize confirmations) will be sent within 28 days of the draw.
12. The winner's name will also be published on 05/02/2019 at [www.vacc.com.au/via](http://www.vacc.com.au/via)
13. The Promoter may conduct such further draws on 05/03/2019 at 11:00AM at Level 7 464 St Kilda Road, Melbourne VIC 3004 in order to distribute any prizes unclaimed by this date, subject to State and Territory legislation. Winners of any further draws will be notified by phone and email within two business days of the draw. Their names will be published on 08/03/2019 at [www.vacc.com.au/via](http://www.vacc.com.au/via) for 28 days.

## Prize on offer

14. The total prize pool is valued at up to \$515.00 (Including GST), as at 01/10/2018.
15. The total number of competition winners in this competition is one. The prize on offer is:

| Number of winners | Prize description  | Value of each    |
|-------------------|--|------------------|
| 1                 | <p><b>-1 x Luxury Hotel Getaway Prize</b></p> <p>Includes:</p> <ul style="list-style-type: none"><li>-One night's accommodation in a Luxe Room at Crown Metropol Melbourne</li><li>-Valet parking for one vehicle</li><li>-Buffet breakfast for two</li><li>-Bottle of sparkling wine</li></ul> <p>Prize will be given in the form of a Crown 'Hotel Sales Gift Card'.<br/>Prize Winner must redeem luxury hotel package by making a booking with Crown Reservations team directly on +61 3 9292 8888 and quote the reference code on the gift card.<br/>Crown recommends reservations be made in advance, particularly for weekends. Gift Card is only valid prior to expiry date, bookings are subject to availability, may not be valid during special event periods, and gift card expires 08 June 2021. Gift card will be deemed void if not redeemed by the expiry date.</p> | \$515.00 inc GST |

## Further Terms and Conditions

16. The Promoter, sponsors and hotel take no responsibility for any other expenses incurred by the winner getting to and from the hotel or during their stay at the hotel.
17. Any entrant found to have used an online competition entry site to enter on their behalf will have all entries invalidated and any claim they have to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any prize awarded. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request. The Promoter reserves the right to disqualify any entrant who provides false information or who seeks to gain an unfair advantage or to manipulate this competition.
18. Any entrant found to be entering incorrect contact details, including incorrect email contact details, will have all entries invalidated and any claim to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any prize awarded. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.
19. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State and Territory legislation. Cash will not necessarily be awarded as a substitute. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.

20. The Promoter requires a current residential street address be provided when requested for ease of correspondence and potential prize delivery. The Promoter makes all reasonable efforts to deliver prizes to the addresses provided by competition entrants. The Promoter cannot guarantee that any prizes returned to the Promoter due to non-delivery at the provided address will be re-sent to the prize winner.

21. The Promoter reserves the right to request winners to sign a winner's deed of release (and indemnification) or any other relevant forms or agreements that the Promoter deems necessary, to provide proof of identity, proof of age, proof of residency and/or proof of entry validity (including phone bill) in order to claim a prize. Proof of identification, residency, age and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.

22. The Promoter reserves the right to conduct a redraw in the event that an entrant, claiming to be a winner, is unable to satisfy these Terms and Conditions or has breached these Terms and Conditions

23. The Promoter's decision in relation to any aspect of the competition is subject to State and Territory legislation but also final and binding on each person who enters. No correspondence will be entered into. No responsibility is accepted for late, lost or misdirected entries. Prizes are subject to availability, not transferable or exchangeable and, with the exception of cash prizes, cannot be taken as cash. Prizes will be sent to the winner's nominated address as stated in their original entry. The Promoter and their associated agencies, and companies associated with this promotion will take no responsibility for prizes damaged or lost in transit.

#### **Privacy collection statement**

24. By submitting an entry into this competition entrants consent to receive promotional and other marketing messages from the Promoter (including messages sent electronically for an unlimited period of time). Entrants will be able to opt-out at any time by following the instructions included in each message sent by the Promoter.

25. The Promoter and its related entities collect entrants' personal information for the purpose of conducting and promoting this competition (including but not limited to determining and notifying winners). The Promoter may disclose personal information collected to an agent who is engaged to conduct the competition draw and for prize fulfilment. The Promoter may also disclose personal information collected to Australian regulatory authorities, such as the regulators of trade promotions. The Promoter will otherwise handle your personal information in accordance with its Privacy Policy available at <http://vacc.com.au/privacystatement>. You may request access or to update your personal information or lodge a complaint by writing to The Privacy Officer, Victorian Automobile Chamber of Commerce (VACC) (ABN 63 009 478 209) of Level 7 464 St Kilda Road, Melbourne, VIC 3004.

#### **Copyright, Statutory guarantees, Waiver and liability**

26. All entries and any copyright subsisting in the entries become and remain the property of the Promoter who may publish or cause to be published any of the entries received.

27. In participating in the prizes, the winners agree to participate and co-operate as required in all editorial activities relating to the Competition, including but not limited to being interviewed and photographed. The winners (and their companions) agree to granting the Promoter a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide, including online social networking sites, and the winners (and their companions) will not be entitled to any fee for such use.

28. Prize-winners are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of that prize.

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30. The Promoter (subject to State and Territory legislation) reserves the right to amend, cancel or suspend this competition if an event beyond the control of the Promoter corrupts or affect the administration security, fairness, integrity or proper conduct of this competition. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this competition. In particular, computer generated entries and the use "scripting" is not permitted and will not be accepted.

31. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.

32. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth), as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia (**'Non-Excludable Guarantees'**).

33. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and 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: (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 variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or Entrant; or (f) use of a prize. The Promoter (including its' officers, employees and agents) excludes all liability for any loss (including, without limitation, indirect, special or consequential loss or loss of profits or opportunity), 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 including taking or using a prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law), including the Non-Excludable guarantees. Any change in value of the prize occurring between the publishing date and date the prize is claimed is not the responsibility of the Promoter.

