

CHANCE TO WIN A \$250 ULTIMATE ACTIVE EGIFT CARD COMPETITION WITH ASPEN MEDICAL PTY LTD - (COMPETITION) GAME OF CHANCE

1. Information on how to enter and prizes form part of these terms and conditions. By participating, entrants agree to be bound by these terms and conditions. Entries must comply with these terms and conditions to be valid.
2. The Promoter is Aspen Medical Pty Ltd (ABN **32 105 250 413**) of Suite 17C 2 King Street, Deakin ACT 2600. To contact the Promoter, please email marketing@aspenmedical.com.

Competition period

3. The Competition commences at 9:30am AEDT on 15 March 2023 and ends at 4:00pm AEDT on 16 March 2023 (**Competition Period**).

Eligibility to enter

4. Entry is open to residents of Australia who are aged 18 years or over (**Eligible Entrants**).
5. Directors, management, employees and their immediate families, of the Promoter, retailers, suppliers, associated entities and agencies associated with this competition are ineligible to enter.

How to enter

6. To enter, Eligible Entrants must, during the Competition Period: scan their QR code into the Aspen Medical hired Lup Customer Data Capture Scanner and acknowledge that they consent to providing their personal information, receiving communication from Aspen Medical, and have read the *Personal Information Collection Notice, Privacy Policy, Data Protection Policy and Competition Terms and Conditions*. These are available at www.aspenmedical.com/competition-terms-and-conditions.

Prize

7. The prize is one Ultimate Active eGift Card to the value of \$250.00 AUD (**Prize**). The gift card is valid until the expiry date specified on the gift voucher or by the gift voucher provider. The gift voucher is not transferable or redeemable for cash. The Promoter will not be responsible for any gift voucher that is lost or stolen.

8. Any and all taxes (excluding goods and services tax (**GST**)), which may be payable as a consequence of receiving the Prize, are the sole responsibility of the Winner[s].
9. The Promoter is not liable for any loss, damage or injury suffered (even if caused by negligence) as a result of the Winner[s] accepting and/or using the Prize, except for any liability which cannot be excluded by law.
10. The Prize itself is subject to the terms and conditions of Blackhawk Network (Australia) Pty Ltd.
11. The Promoter is not responsible or liable for any loss, damage or injury suffered by any Winner as arising from, or in connection with the Prize or the conduct of Anaconda Group Pty Ltd.

Draw date and time

12. All valid entries will be included in the draw.
13. The draw will take place at 4:30pm AEDT on 16 March 2023 at International Convention Centre Sydney (ICC), 14 Darling Dr, Sydney NSW 2000, Australia (**Prize Draw Date**).
14. The first valid entry drawn will be the winner of the \$250.00 voucher prize (**Winner**).
15. The Prize will be announced and distributed in accordance with clause 18 and clause 19. Winning is not contingent on being present at the draw.
16. The draw will be scrutinised by an independent person unless an exemption is granted by a regulatory authority.

Prize delivery

17. Prize will be delivered, paid or transferred to the Winner[s] within 28 days after the Prize Draw Date.
18. The Winner will be notified about how the prize will be delivered (or may be collected) within 14 days of the draw.

Prize substitution

19. In the event that the Prize (or any part of the Prize) becomes unavailable for reasons beyond the Promoter's control, the Promoter may substitute a prize (or the relevant part of a prize) with a prize of equal or greater value subject to any contrary direction from a regulatory authority.

Winner notification and publication

20. The Winner[s] will be notified within 14 days of the Prize Draw Date.
21. The Winner[s] will be notified in writing by email used to enter the Competition.

22. The names of winners will be published on the Promoter's website for a minimum of 28 days on and from 17 March 2023.

Unclaimed prizes

23. All Prizes will be distributed after the close of the Competition.
24. The Promoter will make reasonable efforts to identify and locate the Prize Winner[s].
25. If any Prizes remain unclaimed within three months after the Prize Draw Date, an unclaimed Prize draw will be held at Aspen Medical, 2 King Street, Deakin, ACT on 16 June 2023 at 12:00pm AEST subject to the approval of any necessary regulatory authority (**Unclaimed Prize Draw**).
26. The winners of the Unclaimed Prize Draw will be notified in the same manner as set out in Clause 17. Winner's names will be published in the same manner as set out in Clause 21.
27. The Promoter assumes no responsibility for any failure to receive an entry or for inaccurate information or for any loss, damage or injury as a result of technical or telecommunications problems, including security breaches. If such problems arise, the Promoter may (where necessary with the approval of the relevant lottery authority) modify, cancel, terminate or suspend the Competition.

Use of Eligible Entrant's personal information

28. Personal information including the Eligible Entrant's name, address, telephone number, and email will be collected and used for the purpose of conducting this Competition. This may require disclosure to third parties, including local regulatory authorities and the Promoter's agents or third party service providers, for the purpose of conducting the Competition, or for promotional and marketing purposes (including for direct marketing) (**Purpose**).
29. By entering this Competition, Eligible Entrant's consent to the use of their personal information for the Purpose, and that the Promoter may contact them for future marketing and material purposes without payment. Eligible Entrants agree that the Promoter may use this information for that purpose.
30. Eligible Entrants may access, change or update their personal information by emailing the Promoter on marketing@aspenmedical.com or by telephone at +61 2 6203 9500 during office hours. A copy of the Promoter's privacy policy is available at <https://www.aspenmedical.com>. The privacy policy contains information about how individuals may access or correct personal information or make a privacy related complaint.

Intellectual property and moral rights

31. By entering this Competition, Eligible Entrants license the Promoter to use the content of their entry in any way the Promoter wishes (including modifying, adapting, copying,

publishing, broadcasting or communicating the entry whether in original or modified form in whole or in part) in all media in perpetuity without payment to the Eligible Entrant of royalties or compensation.

- 32. By entering this Competition, Eligible Entrants consent to the Promoter dealing with their entry content in any way that may otherwise infringe the Eligible Entrants' moral rights and agree not to assert their moral rights (wherever such rights are recognised) in respect of their entry against the Promoter or its assigns, licensees or successors.
- 33. Eligible Entrants warrant that their entry is not in breach of any third party intellectual property rights.

Publicity

- 34. Eligible Entrants consent to the Promoter using their name, likeness, image and/or voice in the event that they are a Winner in any media for an unlimited period of time without remuneration or compensation for the purpose of promoting this Competition (including any outcome) and/or promoting any products manufactured, distributed and/or supplied by the Promoter.

Social media platforms

- 35. The Promoter is not responsible for any loss, damage or injury to Eligible Entrants resulting from entering or participating in this Competition including arising from any comments made, or material published, by third parties about the Eligible Entrants on any social media platform in connection with this Competition.

General conditions

- 36. The Promoter's decision is final and binding and no correspondence will be entered into. The Promoter accepts no responsibility for late, lost or misdirected entries or other communications. Entries will be deemed void if illegitimate, forged, manipulated or tampered with in any way.
- 37. Should an Eligible Entrant's contact details change during the Competition Period, it is the Eligible Entrant's responsibility to notify the Promoter. A request to access or modify any information provided as part of the redemption of a Prize should be directed to the Promoter.
- 38. The Promoter reserves the right to request Eligible Entrants and of the age, identity and residential address of the Winner[s] and any other information relevant to entry into or participation in this Competition. Verification is at the discretion of the Promoter, whose decision is final. Failure by the Promoter to enforce any of its rights does not constitute a waiver of those rights.

39. The Promoter reserves the right to disqualify any individual who submits an entry that is not in accordance with these terms and conditions, or who is involved in any way in interfering or tampering with the conduct of this Competition, has breached any of these terms and conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Competition.
40. The Winner[s] has rights under the [Australian Consumer Law](#) and other similar legislation which cannot be excluded, restricted or modified by the Promoter. These terms and conditions do not exclude, restrict or limit those statutory rights in any way. However, to the extent that it is permitted to do so, the Promoter (including its officers, employees and agents) excludes all liability whether arising in tort (including without limitation negligence), contract or otherwise for any personal injury or any other loss or damage (including without limitation loss of opportunity or loss of profits) whether direct, indirect, special or consequential, arising in any way out of the Competition, including, without limitation:
- 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 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 market value to that stated in these terms and conditions;
 - e. any tax implications; or
 - f. the Prize or use of the Prize.
41. If for any reason beyond the reasonable control of the Promoter this Competition is not capable of running as planned, the Promoter reserves the right in its sole discretion to take any action that may be available to it, and to cancel, terminate, modify or suspend the Competition, unless to do so would be prohibited by law.
42. The Promoter reserves the right to cancel, terminate, modify or suspend the Competition or amend these terms and conditions, subject to any directions from a regulatory authority.