### TERMS AND CONDITIONS OF GIRLS NIGHT IN

1. The promoter of this event is Cancer Council Queensland, Address: 553 Gregory Terrace, Fortitude Valley, Qld 4004, ABN: 48 321 126 727. Cancer Council Queensland is a registered charity under the *Collections Act 1966* (Qld) and with the Australian Charities and Not-for-profits Commission.

#### **ELIGIBILITY**

2. Registering for this event is deemed acceptance of these Terms and Conditions.

3. Entrants under the age of 18 are required to have a parent or guardian read and accept these Terms and Conditions on their behalf.

4. Entrants registering a team on behalf of a school or business must have permission from the school or business to register a team on their behalf.

5. Cancer Council Queensland reserves the right to invalidate any registration which it considers to be in breach of these Terms and Conditions.

#### EXCLUSION OF LIABILITY AND INDEMNIFICATION

6. To the fullest extent permitted by law, entrants waive any and all rights that they or any other person claiming through them may have, against Cancer Council Queensland, its directors, employees and agents, and they release Cancer Council Queensland, its directors, employees and agents from any and all claims, actions, proceedings and demands arising in relation to any injury (including death), property damage, consequential loss and any other loss, that is suffered by them or any person claiming through them as a direct or indirect result of their participation in the competition, regardless of whether such loss arises under statute or in tort including the negligence of Cancer Council Queensland or otherwise.

7. To the fullest extent permitted by law, entrants will indemnify and keep indemnified Cancer Council Queensland, its directors, employees and agents against any claim or proceedings that is made, threatened or commenced, including for consequential loss and loss of profits and including legal costs on a full indemnity basis, that Cancer Council Queensland, its employees or agents incur or suffer as a direct or indirect result of the entrant's registration into this event.

### MEDIA CONSENT AND PRIVACY

8. By registering for this event, the entrant agrees to participate in and co-operate as required with all reasonable Cancer Council Queensland media editorial requests relating to the event, including but not limited to, being interviewed and photographed and/or filmed. The entrant agrees to Cancer Council Queensland from time to time using their name, image and/or performance in this event for any purpose (including publicity, merchandising, editorial, education and fundraising) in any country and by any form of media without qualification (e.g. newspapers, magazines, other print publications, radio and television broadcasts, websites, podcasts, and vodcasts) in perpetuity.

9. Your Personal Information is being or has been collected by the Cancer Council to facilitate services or products requested by you and/or to keep you informed about Cancer Council related activities. We may send you information about programs, products, services, fundraising or other activities which we think may interest you. Your Personal Information may be provided to third parties where required by law or so that such third parties may provide Cancer Council with services. In so doing your Personal Information may be disclosed to overseas recipients. Please refer to our Privacy Policy (which is available on the relevant Cancer Council website as listed at the link below or on request by calling 13 11 20) for further details. By providing your information to us you consent to your information being disclosed or used for this purpose. We will take reasonable steps to ensure that such third parties deal with your information appropriately and only for Cancer Council purposes. Please refer to our Privacy Policy, or details in the relevant

communication, if you wish to unsubscribe. Our Privacy Policy also explains how you can contact us to access and correct your personal information or make a privacy complaint.

"Cancer Council", "we", "us" or "our" means Cancer Council Australia or the Cancer Council in the State or Territory in which you are participating in the fundraising activity, or in your State or Territory of residence (as applicable). Full details of Cancer Council Australia and its State and Territory members are available here: <u>http://www.cancer.org.au/about-us/state-and-territory-councils/</u>.

# Terms and Conditions for CCQ Competitions and Raffles in Queensland

# The name of this competition is Girls Night In Register and Bank Prize.

1. The promoter of this competition is Cancer Council Queensland, Address: 553 Gregory Terrace, Fortitude Valley, Qld 4004, ABN: 48 321 126 727. Cancer Council Queensland is a registered charity under the *Collections Act 1966* (Qld) and with the Australian Charities and Not-for-profits Commission.

### <u>ELIGIBILITY</u>

- 2. To be eligible to enter this competition entrants must:
  - a. Register for Girls Night In 2020 as a participant through <u>https://www.girlsnightin.org.au</u> from January 1 to October 31, 2020.
  - b. Register and host an event in Queensland
  - c. Participant must bank funds on or before October 31, 2020
- 3. Entering this competition is deemed acceptance of these Terms and Conditions. Entrants under the age of 18 are required to have a parent or guardian read and accept these Terms and Conditions on their behalf.
- 4. Cancer Council Queensland reserves the right to invalidate any entry which it considers to be in breach of these Terms and Conditions.
- 5. If, for any reason, the competition is prevented or hindered being conducted as planned, including, but not limited to, due to tampering, unauthorised intervention, fraud, technical failures or acts of God, Cancer Council Queensland reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process, take any action that may be available to it, and to cancel, terminate, modify or suspend the competition.
- 6. Cancer Council Queensland reserves the right to disqualify any contestant at any time in its absolute discretion.
- 7. Cancer Council Queensland employees and directors, and their relatives are ineligible to enter.
- 8. The start date of the competition is: January 1, 2020.
- 9. Entries close: October 31, 2020 at 4pm AEST.
- 10. The prize will be drawn: at 1pm AEST on November 4, 2020 at Cancer Council Queensland 553 Gregory Terrace, Fortitude Valley, 4006.
- 11. The competition is open to Australian residents only.

# <u>PRIZE</u>

- 12. There is only 1 prize winner.
- 13. The prize winner will receive a 2- night stay at Sofitel Brisbane for 4 people.
- 14. Terms and conditions of the prize:
  - a. Register for Girls Night In 2020 as a participant through <u>https://www.girlsnightin.org.au</u> from January 1 to October 31, 2020.
  - b. Register and host an event in Queensland
  - c. Participant must bank funds on or before October 31, 2020
- 15. Prizes will be awarded to the entrant who is picked out of the draw.
- 16. The prizes are not and cannot be exchanged for cash.
- 17. Cancer Council Queensland's decision is final and it will not enter into correspondence regarding the result.
- 18. The winner will be notified by phone, SMS or email using the contact details on the registration within 15 days of the drawing date.
- 19. Prize winners have until 1pm, December 4, 2020 AEST to claim the prize.
- 20. Cancer Council Queensland will deliver the prize to the winner within 1 month of the winner being announced and prizes being claimed.
- 21. The name of the winner will published on the Girls Night In social media channels.
- 22. If Cancer Council Queensland is unable to contact the prize winner by 4pm, December 4, 2020 an unclaimed prize draw will be held at 1pm, December 5, 2020 at Cancer Council Queensland, 553 Gregory Terrace, Fortitude Valley, 4006. The redraw winner will be notified by phone.
- 23. Cancer Council Queensland and its members accept no responsibility for late, lost or misdirected mail.
- 24. Should an entrant's contact details change during the promotional period, it is the entrant's responsibility to notify Cancer Council Queensland. A request to access or modify any information provided in an entry should be directed to Cancer Council Queensland.

### EXCLUSION OF LIABILITY AND INDEMNIFICATION

- 25. To the fullest extent permitted by law, entrants waive any and all rights that they or any other person claiming through them may have, against Cancer Council Queensland, its directors, employees and agents, and they release Cancer Council Queensland, its directors, employees and agents from any and all claims, actions, proceedings and demands arising in relation to any injury (including death), property damage, consequential loss and any other loss, that is suffered by them or any person claiming through them as a direct or indirect result of their participation in the competition, regardless of whether such loss arises under statute or in tort including the negligence of Cancer Council Queensland or otherwise.
- 26. To the fullest extent permitted by law, entrants will indemnify and keep indemnified Cancer Council Queensland, its directors, employees and agents against any claim or proceedings that is made, threatened or commenced, including for consequential loss and loss of profits and including legal costs on a full indemnity basis, that Cancer Council Queensland, its employees or agents incur or suffer as a direct or indirect result of the entrant's participation in the competition.
- 27. To the fullest extent permitted by law, Cancer Council Queensland excludes all warranties or guarantees regarding the event including any warranty or guarantee that any services will be rendered with due care and skill or that any goods supplied in connection with those services will be reasonably fit for the purpose for which they are supplied. To the extent that liability for any warranty or guarantee cannot by law be excluded, then, to the fullest extent permitted by law, Cancer Council Queensland's liability:

- a. for death, physical or mental injury or disease (including any aggravation or acceleration of such injury or disease) is entirely excluded; and
- b. otherwise is limited, at Cancer Council Queensland's option, to supplying the goods or services again or paying the cost of having the goods or services supplied again.

### MEDIA CONSENT AND PRIVACY

- 28. By winning this prize the winners agree to participate in and co-operate as required with all reasonable Cancer Council Queensland and media editorial requests relating to the prize, including but not limited to, being interviewed and photographed and/or filmed. The winners agree to Cancer Council Queensland from time to time using their name, image and/or performance in this competition for any purpose (including publicity, merchandising, editorial, education and fundraising) in any country and by any form of media without qualification (e.g. newspapers, magazines, other print publications, radio and television broadcasts, websites, podcasts, and vodcasts) in perpetuity.
- 29. Entrants' personal information will be collected by Cancer Council Queensland so that it can contact you if you are a prize winner. Cancer Council Queensland may use your information to send you information about programs, products, services, fundraising or other activities which it thinks may interest you. Your personal information may be provided to other third parties where required by law or so that such third parties may provide Cancer Council Queensland with services. In doing so, your Personal Information may be disclosed to overseas recipients. Please refer to Cancer Council Queensland's Privacy Policy at www.cancergld.org.au for further details. By providing your information to us you consent to your information being disclosed or used for this purpose. We will take reasonable steps to ensure that such third parties deal with your information appropriately and only for Cancer Council purposes. Cancer Council Queensland's Privacy Policy explains how you can contact us to access and correct your personal information and or make a privacy complaint. If you wish to unsubscribe please email Cancer Council Queensland at <u>fundraising@cancergld.org.au</u> or call Cancer Council Queensland on 1300 65 65 85.