

## **ACH Group Competition General Terms and Conditions**

### **1. Schedule and Terms and Conditions**

- a. These Terms and Conditions must be read together with the Schedule for this Promotion. The Schedule defines certain terminology used in these Terms and Conditions. By entering the Promotion, entrants accept these Terms and Conditions.
- b. To the extent of any inconsistencies between the Schedule and these Terms and Conditions, the Schedule prevails.

### **2. Eligible Applicants**

- a. Entry into the Competition is open to any person providing they meet the eligibility requirements set out in the Schedule. The Schedule will specify whether the competition is available to all members of the general public or only to ACH Group Customers (Home Care Customers, Social Experience Customers, Residential Aged Care Residents or Retirement Living Residents), ACH Group Employees or ACH Group Volunteers.
- b. If the Prize involves a person(s) other than the applicant (eg. a companion on an ACH Group tour), the Schedule will specify whether the eligibility requirements apply to the additional person(s).
- c. The Promoter may require applicants (and their chosen companion(s) if applicable) to promptly provide identification of proof of identity in order to confirm that the applicant is an Eligible Applicant. In the event that the applicant fails to produce such proof, or is not an Eligible Applicant, the Promoter has absolute discretion as to whether the applicant is eligible for the Prize.

### **3. Entry Method**

- a. To enter the Promotion, applicants must follow the Entry Method during the Promotion Period. Entries must be received by the Promoter during the Promotion Period.

### **4. Judging and Judging Criteria**

- a. The Schedule will specify whether the Competition is determined by judging criteria or by chance.

- b. Where the Competition is judged, the judging criteria will be set out in the Schedule.
- c. Where the Competition is by chance, the mechanism by which the winner is selected will be set out in the Schedule.

## 5. Use of Entries

- a. By entering the Competition, the applicant consents to a subscription to the ACH Group Good Lives Database, if they are not already subscribed. The subscription is at no cost to the applicant and includes access to ACH Group digital Good Lives Magazine, news, and events. The applicant can unsubscribe at any time.
- b. The applicant's contact details will otherwise not be used or shared in any other way without the consent of the applicant, in accordance with the ACH Group Privacy Policy which is available at [achgroup.org.au/privacy-policy](http://achgroup.org.au/privacy-policy).

## 6. Cash Prize

- a. The Prize will be automatically transferred into the winner's nominated Australian bank account (or to the nominated bank account of the winner's authorised person).

## 7. Travel/Tour Prize

- a. **Travel insurance.** The winner and any travelling companions (if applicable) are responsible for obtaining all necessary valid travel insurance documents and any vaccinations necessary to undertake the travel. The Promoter is not responsible for providing travel insurance or ensuring that the winner meets any vaccination criteria or the travel destination or tour booking.
- b. **Cancellation, changes, delays, rescheduling etc.** The winner acknowledges that the tour itinerary as advertised in the Competition may be affected by reasons outside of the Promoter's control prior to the winner claiming the Prize (including but not limited to adverse weather, road closures and/or natural occurring events) which may require the Promoter to make changes to the tour. The Promoter will endeavor to advise the winner of any major changes to the tour at the earliest possible opportunity, however the winner acknowledges that the Promoter may alter the tour without notice or consultation if necessary. The winner acknowledges that the tour is at all times subject to availability and that if a tour is fully booked, the winner will not be able to claim the Prize for that tour. If there is a minimum number of passengers required to conduct the tour, and that minimum number is not reached, the Promoter may postpone or cancel the tour at its absolute discretion. In those circumstances, the winner will be able to claim the Prize for another tour.

- c. **Conduct.** The winner acknowledges that they will adhere to all relevant COVID-19 protocols imposed by the Promoter or the provider connected with the tour, be respectful to staff, volunteers and other attendees and agree to responsibly consume alcohol on the tour. The Promoter, or any other affiliate or facilitator of the tour, reserves the right to refuse participation in tour activities if responsible consumption of alcohol is not followed.
- d. **Lost or Stolen Property.** The winner acknowledges that they are responsible for all personal belongings that are taken on the tour. The Promoter will not be liable for any lost, stolen, or broken property during the course of the tour.

## 8. Prize (General)

- a. **General.** The Prize for this Competition is specified in the Schedule, including the total approximate prize value.
- b. **If the Prize winner does not meet the eligibility requirements.** If the winner of a Prize does not meet the eligibility requirements, the Promoter may, at its discretion, allow the winner to claim the Prize in any event **or** may take any other steps that it deems necessary in relation to the winner and the Prize, including but not limited to, withdrawing the Prize from the winner, offering the Prize to an affiliate or family member of the winner that does meet the eligibility requirements or re-running the Competition.
- c. **Transfers or exchanges.** The prize must be taken as offered and cannot be varied. No prize can be exchangeable or redeemed for cash (unless otherwise determined by the Promoter). The winner may transfer the Prize to someone else in circumstances where the winner is unable to access or use the Prize providing the winner obtains the consent of the Promoter, which the Promoter holds at its absolute discretion.
- d. **Variation in Prize value.** The Promoter accepts no responsibility for any variation in the Prize value. Where a prize (or part thereof) is unavailable for any reason, the Promoter may substitute for that Prize another item of equal or higher value as determined by the Promoter.
- e. **Tax Implications.** The Promoter is not responsible for any tax implications that may arise from the Prize winnings. Independent financial advice should be sought. Where the operation of the Competition results in, for GST purposes, supplies being made for non-monetary consideration, applicants agree to follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.