

## **CHEVRA HATZOLAH MELBOURNE INC “CHEVRA HATZOLAH GOLDEN KEY 2017” PROMOTION**

### **HOW TO ENTER**

To receive an entry into the draw, eligible consumers/sponsors must, during the promotional period, make a donation of \$100 or more in one instance to Chevra Hatzolah Melbourne Inc., via either of the following methods:

- (a) send their donation, along with their email address and street address, from a Victorian address to “Golden Key Promotion 2017” Chevra Hatzolah, 320 Orrong Road, Caulfield North VIC 3161, so that it is received by last mail on 30/6/17; or
- (b) hand their donation, and confirm their email address and street address, to an authorised Chevra Hatzolah fund raiser in Victoria before 5pm AEST on 30/6/17; or
- (c) visit <http://hatzolah.org.au>, follow the links to access the donations page, provide all of the requested details including their email address, street address, select ‘Other’ from the drop down menu for the ‘Donation Type’ field, enter “Golden Key Promotion 2017” in the ‘Notes’ field and submit by 5pm AEST on 30/6/17.

All donors will be issued with a numbered ticket and a receipt by email from the office of Chevra Hatzolah Melbourne. Entrants must retain their numbered ticket and their receipt from all donations for verification purposes. Entrants must ensure that they provide all of the requested details when making the donation (including but not limited to their address, email address and telephone number), as otherwise their entry may be deemed invalid by the Promoter. In the event a person who wishes to make a donation does not have a valid email address, the Promoter will print a hard copy of the person’s numbered ticket and receipt and provide it to them in person (where relevant) or by mail.

### **TERMS AND CONDITIONS**

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Subject to clauses 3 and 4, entry is only open to residents of the State of Victoria (Australia) who make a qualifying donation during the promotional period.
3. Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this promotion.

4. Employees (and their immediate families) of the Promoter are ineligible to enter. Immediate family means any of the following: spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, brother, sister, step-brother, step-sister, niece or nephew.
5. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
6. Incomplete, indecipherable or illegible entries will be deemed invalid. Anonymous donations will not be eligible to receive an entry.
7. Multiple entries permitted, subject to the following: (a) one entry permitted per \$100 donation; and (b) each donation must be submitted in accordance with entry requirements. For the sake of clarity, if an entrant makes a \$500 donation, he/she will receive five (5) entries.
8. Entrants must retain their original numbered tickets and receipt(s) for all entries as proof of meeting the donation requirement. Failure to produce the numbered tickets and receipt(s) for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an entrant's entries and forfeiture of any right to a prize.
9. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
10. Promotion commences on 01/05/17. Entries close 5.00pm AEST on 30/06/17 (for online donations and donations handed into an authorised Chevra Hatzolah fund raiser) and last mail received on 30/06/17 (for mail donations). The draw will take place at Chevra Hatzolah Melbourne Incorporated, 320 Orrong Road, Caulfield North, VIC 3161 on 07/07/17 at 12:00pm (noon) AEST.
11. Winners will be notified by mail and their names will be published online at [www.hatzolah.org.au](http://www.hatzolah.org.au) on 10/07/17.
12. The Promoter's decision is final and no correspondence will be entered into.

*Chance to Participate in the Game*

13. The first valid entry drawn from all valid entries received (“**Participant**”) will win the opportunity to participate in “The Winning Pick Game” (“**Game**”) as set out in clause 17.

*\$2,500 Travel Voucher Prize*

14. The second valid entry drawn from all remaining entries received will win a \$2,500 travel voucher that can be redeemed for international air travel only and a \$500 travel insurance voucher, from FBI Travel.

Flights are subject to the availability of the authorised class and booking category. Travel is not valid on domestic flights. Travel must be booked and tickets issued by 31/01/18 for travel completed no later than 30/06/18. Prize tickets purchased with the travel voucher are not upgradeable and an upgrade cannot be purchased on the tickets with cash or Frequent Flyer points or other rewards. Travel voucher is non-refundable, non-transferable and cannot be redeemed for cash or other goods or services. Accommodation, spending money, meals, taxes (excluding airline, airport taxes and GST), additional insurance and any insurance excesses, passports and visas (if necessary), transport to and from departure point, transfers and all other ancillary costs associated with redeeming the air travel are the responsibility of the winner.

The \$500 travel insurance voucher is provided through Aussie Travel Cover. The winner (and any companion/s) will each be required to fully complete a travel insurance application form provided by the Promoter, and may also be required to undergo medical tests as required by FBI Travel (or Aussie Travel Cover), in order to redeem the travel insurance voucher. Any person found guilty of insurance fraud or failure to honestly and accurately disclose all relevant insurance information at the time of applying for a travel insurance policy or when making a claim forfeits any rights or entitlements to the travel insurance voucher part of the prize. Travel insurance will be provided by, and is subject to approval by, FBI Travel (or Aussie Travel Cover). Pre-existing medical cover (if required) will be subject to an additional cost, and will be the responsibility of the winner. Travel insurance is subject to the terms and conditions issued by FBI Travel (or Aussie Travel Cover), including but not limited to any limitations on the extent of cover and the covered amount.

*\$1,000 Only 1 VISA Prepaid Card Prize*

15. The third valid entry drawn from all remaining entries received will win a \$1,000 Only 1 VISA prepaid card.

The Only 1 Visa prepaid card must be activated prior to use and must be used prior to the expiry date shown on front of card or any remaining value will be forfeited. Card cannot be extended, or replaced if lost or stolen. Only 1 Visa prepaid cards can be used at most merchants where Prepaid Visa is accepted. Card can be used to make online purchases, at more than one merchant, and to make purchases outside of Australia (purchases made in

foreign currency are subject to a Currency Conversion Fee of 3.5%). Card cannot be used: at an ATM for any purpose to withdraw cash or for cash equivalent transactions; anywhere there is no electronic processing capability; for recurring payments, direct debits or instalments; at gambling merchants; or at merchants displaying the Visa logo who choose not to accept prepaid Visa cards. The Visa card carries the Visa logo like any Visa card, but because it is a prepaid card, spending is limited to the amount of money placed on the Visa card at the time of purchase. The Visa prepaid card cannot be reloaded with additional funds.

*Nespresso Inissia Coffee Machine with Milk Frother Prize*

16. The fourth valid entry drawn from all remaining valid entries received will win a Nespresso Inissia Coffee Machine with Milk Frother valued at \$199.00.

*The Game*

17. **The Game:** The Game will take place at Chevra Hatzolah Melbourne Inc., 320 Orrong Road, North Caulfield VIC 3161 on 13/07/17 at 3.00pm AEST. In the event that the Participant cannot attend the Game, the Participant may appoint a proxy over 18 years of age to attend and play the Game on the Participant's behalf, provided that the Participant gives the Promoter written notice to that effect before the start of the Game. In the event that the Promoter has not been able to contact the drawn Participant before the commencement of the Game, a representative of the Promoter will play the Game on the drawn Participant's behalf.

There will be 199 green coloured keys and 1 gold coloured key placed in a non-transparent bag of solid colour and weight at the commencement of the Game. The Participant (or proxy, if applicable) must choose only one key from the bag, without looking inside the bag. If the Participant (or proxy, if applicable) is found to have breached this condition, they will be disqualified.

If the Participant (or proxy, if applicable) selects the gold key from the bag, then, subject to verification by the judges, the Participant will win \$250,000 awarded in the form of a cheque.

If the Participant (or proxy, if applicable) selects a green key from the bag, then the \$250,000 prize will not be given away and, subject to verification by the judges, the Participant will win Gold Ingots with a retail value of \$10,000.00. Retail value of the Gold Ingots will be as of 13/07/17. The Participant must collect the Gold Ingots from Chevra Hatzolah Melbourne, 320 Orrong Road, Caulfield North Victoria 3161.

In the event that a proxy of the Participant or a representative of the Promoter plays the Game on the Participant's behalf, the prize selected in the Game will be awarded to the drawn Participant.

All ancillary costs associated with taking part in the Game, including, but not limited to transport to and from the Game, will be the responsibility of the Participant.

18. The drawn Participant's odds of winning the \$250,000 prize are 1:200.

*General*

19. In the event that a winner (despite reasonable attempts by the Promoter to contact the winner) does not claim their prize within 28 days of the draw, their prize will be forfeited.
20. Any ancillary costs associated with redeeming the Visa Only 1 prepaid card are not included. Any unused balance of the Visa Only 1 prepaid card will not be awarded as cash. Redemption of the Visa Only 1 prepaid card is subject to any terms and conditions of the issuer including those specified on the Visa Only 1 prepaid card.
21. In the event of war, terrorism, state of emergency or disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion, subject to any written directions from a relevant regulatory authority.
22. If a winner of any prize is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian.
23. If for any reason a winner does not take a prize (or an element of the prize) by the time specified by the Promoter then the prize (or that element of the prize) will be forfeited
24. If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from the Victorian Commission for Gambling Regulation.
25. Total potential prize pool value is up to \$254,199.
26. Prizes, or any unused portion of a prize, are not exchangeable and cannot be taken as cash, unless otherwise specified.
27. Entrants consent to the Promoter using the entrant's name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
28. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right,

in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) subject to any written directions from the Victorian Commission for Gambling & Liquor Regulation, to modify, suspend, terminate or cancel the promotion, as appropriate.

29. Liability for any tax (other than FBT) arising out of participation in this promotion (including acceptance of a prize) is the sole responsibility of the entrant. Entrants should seek independent financial advice in this regard.
30. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in Victoria ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) 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 the promotion.
31. 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) participation in the Game; or (f) use/taking of a prize.
32. As a condition of accepting a prize, each winner (and any companion/s, if applicable) must sign any legal documentation as and in the form required by the Promoter, prize suppliers and promotion organisers in their absolute discretion, including but not limited to a legal release and indemnity form.
33. The Promoter collects personal information ("**PI**") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <http://hatzolah.org.au//include/PrivacyPolicy.pdf>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also

contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter will not disclose entrant's personal information to any entity outside of Australia.

34. The Promoter is Chevra Hatzolah Melbourne Inc of 320 Orrong Road, Caulfield North, VIC 3161. ABN 40 115 950 441.