

## Terms and Conditions of Competition Women's Health Australia Prize Draw 2

1. The University of Newcastle, through the Australian Longitudinal Study on Women's Health (ALSWH) (**Promoter**), is conducting a promotional competition (**Competition**) subject to the agreed terms and conditions set out in this document.
2. The Competition is free to enter and commences at 10am AEST on Friday 24<sup>th</sup> June 2022 and closes at 5pm AEST on Sunday 21<sup>st</sup> August 2022 (**Competition Period**).
3. The Competition is open to Women's Health Australia participants, born 1945-51, who complete and submit the tenth Main Women's Health Australia (WHA) survey conducted by the Promoter (**Entrants**). The competition does not involve a round in which Entrants are eliminated.

**Note:** This Competition is one of three separate Competitions conducted for the Entrants outlined in Clause 3. For the terms and conditions relating to the other Competitions, visit <https://alswh.org.au/terms-and-conditions-wha-prize-draw-1/> and <https://alswh.org.au/terms-and-conditions-wha-major-prize-draw/>.

4. The Prize pool consists of five (5) \$100 Prezzy Smart eGift Cards with a maximum total prize pool value of \$500.00 (**Prize**).
5. Employees of the Promoter and known members of their immediate families are not eligible to enter.
6. Each Entrant is entitled to one entry to the Prize draw per individual survey submitted during the Competition Period.

The use of any automated entry software or any other mechanical or electronic means that allows an Entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that Entrant invalid.

7. The Prize draw will take place at 10am AEST on Wednesday 24<sup>th</sup> August 2022 at the Hunter Medical Research Institute, Lot 1 Kookaburra Circuit, New Lambton Heights NSW 2305, Australia.
8. The Prize is subject to the following conditions:
  - 8.1. Upon notification by the Promoter, the winning Entrants must nominate a valid email address for delivery of the Prize;
  - 8.2. Other than as provided for in these terms and conditions, the winners will be solely responsible for any other costs in connection with the Prize;
  - 8.3. Entrants must provide accurate personal details.

**Note:** Personal details will remain confidential; accessible only to employees of the Promoter who have the appropriate jurisdiction. Entrants' details will be stored securely and protected as per standard study protocol, disclosed only to third parties associated with study management and data linkage, unless disclosure is required by law in order for us to comply with our regulatory obligations. Entrants' details will be retained securely by the University of Newcastle for the duration of ALSWH. All correspondence with the Entrant using the personal details of the Entrant will be conducted by the Promoter and no other party.

8.4. Entrants must ensure their entry is received within the Competition Period;

Entries which do not comply with these terms and conditions will not be eligible for the Competition or to win any Prize.

9. No responsibility is accepted by the Promoter for late, lost or misdirected entries due to computer error or for any other reason. Incomplete, indecipherable entries will be deemed invalid.

10. All Prizes will be drawn using a randomized manual draw containing one entry for each survey completed by each individual Entrant.

**Note:** Entrants who submit their survey before 5pm AEST on Sunday 11<sup>th</sup> June 2023 will automatically receive one entry in the major prize draw. For more information about the major Competition, see <https://alswh.org.au/terms-and-conditions-wha-major-prize-draw/>.

11. The Prize draw will be conducted in the presence of, and scrutinised by, an independent person.

12. The Promoter will make every reasonable effort to notify the Prize winners personally via email within 2 working days of the Prize draw.

13. The winning Entrants' ID numbers (9 digit number used to enter the online survey: XXX-XXXXX-X) and first names will be displayed on the ALSWH website (<https://www.alswh.org.au/for-participants/cohorts/1945-51-cohort/>) by 10am AEST on Friday 26<sup>th</sup> August 2022 (two days after the Prize draw).

14. The Promoter will make every reasonable effort to arrange for delivery of each Prize to the winning Entrants within 28 days after the Prize is drawn. This does not apply if after making all reasonable efforts, the Promoter cannot locate the Prize winner.

15. Winners will be required to respond to the notification email within 3 months, confirming their contact details so that the Prize can be delivered. If details are not received by ALSWH staff within this timeframe, the Promoter will conduct a redraw.

16. If the Prize is:

16.1. Unclaimed; or

16.2. Forfeited through ineligibility; or

16.3. The winner is unable to be located;

within three months from the day the Prize is drawn, subject to any directions from a regulatory (or other appropriate) authority, the Promoter will draw another winner for the Prize in the same manner set out in these terms and conditions, or the Prize shall be dealt with as the regulatory (or other appropriate) authority directs.

17. Subject to Clause 16, the second-chance draw will occur at the Hunter Medical Research Institute, Lot 1 Kookaburra Circuit, New Lambton Heights NSW 2305, Australia, at 10am AEDT on Thursday 24<sup>th</sup> November 2022.

18. Each Prize is not redeemable for cash and is not transferable.

19. The Promoter's decision in relation to each and every aspect of the Competition is final and binding on each person who enters. No correspondence will be entered into.

20. Each Entrant understands that by entering in the Competition, the Promoter will be collecting their personal information, for the purposes of this Competition and survey participation.
21. All personal information of Entrants will be retained securely by the University of Newcastle under the supervision of staff of the Australian Longitudinal Study on Women's Health (ALSWH). A request to update or correct personal information should be directed to ALSWH staff at the University of Newcastle using the following details:
- Freecall: 1800 068 081**  
**Email: [alswh@newcastle.edu.au](mailto:alswh@newcastle.edu.au)**
22. To the maximum extent permitted by law, the Promoter makes no representations or warranties in relation to the Prize including but not limited as to the quality, suitability or merchantability of the Prize or its fitness for any purpose. The Promoter will not be liable for any loss or damage whatsoever or howsoever suffered in connection with the Competition or the Prize including (without limitation) direct, indirect, special or consequential loss or personal injury suffered or sustained and loss by reason of any act or omission by the Promoter, its employees, contractors or agents in connection with the supply of any finances, goods or services to any winner.
23. By participating in the promotion and submitting an entry, each Entrant is deemed to accept the terms and conditions of this Competition and each Entrant indemnifies the Promoter against loss or damage it may suffer or any claims against it in connection with any breach of these terms and conditions by that Entrant.
24. If this Competition 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, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law:
- 24.1. To disqualify any Entrant, or
- 24.2. Subject to any written directions from a regulatory (or other appropriate) authority to modify, suspend, terminate or cancel the Competition, as appropriate.
25. The Promoter is not responsible for any incorrect or inaccurate information, whether caused by equipment or programming associated with or utilised in this Competition, or by any technical error which may occur in the course of the administration of this Competition. The Promoter assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, computer viruses, bugs, unauthorised intervention, fraud, technical failures, theft or destruction or unauthorised access to or alteration of entries.
26. The Promoter is the University of Newcastle, through the Australian Longitudinal Study on Women's Health, University of Newcastle, located at the Hunter Medical Research Institute, Lot 1 Kookaburra Circuit, New Lambton Heights NSW 2305, Australia, (University of Newcastle ABN 15 736 576 735).