

Bupa - Carlton Guernsey Competition

Full Terms & Conditions

1. Information on how to enter, and prizes, form part of these Terms and Conditions. Participation in this competition is deemed acceptance of these Terms and Conditions.
2. The promoter of this competition is Bupa HI Pty Ltd (ABN 81 000 057 590), 33 Exhibition Street, Melbourne, Victoria 3000 (**Promoter**).
3. Anyone can enter except the employees and immediate families of the Promoter or any associated agency. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin. People who enter the competition are "**Entrants**."
4. Competition commences on 17 August 2023 at 6:00 pm (AEST) and ends on 20 August 2023 at 11.59 pm (AEST) (**Competition Period**). There will be one prize winner for the Competition Period.
5. At the start of the Competition Period, the Promoter will post a picture of a beanie that holds a certain number of badges on the Bupa Australia Facebook and Instagram pages ("**Post**"). To enter this competition, the Entrant must guess the correct number of badges in the beanie by commenting their guess on either one of the Facebook or Instagram versions of the Post (as applicable) during the Competition Period. Only Entrants who meet all eligibility requirements as set out in these Terms and Conditions are eligible to win. Any costs associated with participating in this competition is the Entrant's responsibility.
6. Only one entry per Entrant is permitted. Incomplete, indecipherable, or illegible entries will be deemed invalid.
7. The Promoter reserves the right to at any time verify the validity of entries and the eligibility of Entrants (including an Entrant's identity) and to disqualify any Entrant who is ineligible, who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Errors and omissions may be accepted at the Promoter's sole discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
8. This is a game of skill and chance plays no part in determining the winner. Each entry will be individually judged based on how close the guess was to the actual number of badges in the beanie as shown in the Post. If two or more Entrants guess the correct number of badges (or were the closest to guessing the correct number of badges), then the Entrant who submitted their guess first will the prize. The Promoter's decision is final and no correspondence will be entered into.
9. The closest valid entry received during the Competition Period, as determined by the Promoter, will win one (1) team-signed Carlton guernsey.
10. Each prize, including any portion of a prize, is not transferable or exchangeable and cannot be taken as cash. The Promoter reserves the right, in its sole discretion, to substitute any unavailable prize(s) with a prize of equal value and/or specification to the unavailable prize. Any travel costs or other costs associated with the prize are not included in the prize and will not be funded by the Promoter.
11. The Promoter will notify the prize-winner by commenting on the Post on 21 August 2023 to request that the prize-winner contact the Promoter for further instructions on how to claim the prize. Any prizes left unclaimed by 4 September 2023 will be allocated to the next closest eligible entry as determined by the Promoter (**Alternative Winner**). An Alternative Winner has two (2) weeks from the

day of notification in which to claim their prize before a subsequent Alternative Winner will be selected.

12. If this competition is published on a social media platform, each Entrant must comply with the relevant platform's terms and conditions. Further, Entrants acknowledge that the competition is in no way sponsored, endorsed, administered by, or associated with the relevant social media platform. The information an Entrant provides as part of this competition will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this competition must be directed to the Promoter and not to the social media platform. The social media platform will not be liable for any loss or damage suffered by an Entrant as a result of participating in the competition (including taking/use of a prize), except for any liability which cannot be excluded by law.
13. The winning Entrant consent to the Promoter using for any purpose the Winning Entrant's name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media, for an unlimited period of time without remuneration.
14. 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 (a) to disqualify any Entrant; or (b) to modify, suspend, terminate or cancel the competition.
15. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) excludes all liability (including in 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 competition, including, but not limited to, where arising out of the following: (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) any tax liability incurred by a winner or Entrant or prize taker; (f) use of the prize or (g) failure by a third party to deliver the prize due to any reason beyond the reasonable control of the Promoter. It is a condition of accepting the prize, that the winner may be required to sign a legal release in a form determined by the Promoter.
16. The Promoter make no express representations or warranties as to the quality/suitability/merchantability of the prize. The Promoter takes no responsibility for the condition and/or fitness of the prize. The winner should look to the manufacturer or supplier for all warranties and claims.
17. The Promoter collects each Entrant's personal information in order to conduct the competition and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors and prize suppliers. Entry is conditional on providing this information. The Promoter will take reasonable steps to ensure that any overseas recipient of personal information complies with Australian privacy law and contractual obligations to maintain the security of the data.
18. All entries submitted become the property of the Promoter. Entries will not be returned to any Entrant. Unless otherwise indicated by you, by participating in this competition you agree to the Promoter providing you with information in relation to the services and products of the Bupa Australia Group of companies.
19. The Promoter may, unless the Entrant requests otherwise, use an Entrant's personal information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the Entrant. Entrants should direct to the Promoter any complaints or requests to access, update or correct information. Collection, use and disclosure of information collected by the Promoter in connection with this competition will be handled in accordance with the

Promoter's Information Handling Policy, available here <https://www.bupa.com.au/-/media/Dotcom/Files/pdfs/bupa-info-handling-policy>.