

## Guessing Jar Competition T&Cs

### 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 referred to as "**Entrants**", "**you**" or "**your**".
4. Competition commences on 28 March 2024 at 7pm (AEDT) and ends on 31 March 2024 at 7pm (AEDT) (**Competition Period**). There will be 1 prize winner for the Competition Period.
5. At the start of the Competition Period, the Promoter will post a picture of a jar of easter eggs on the Bupa Australia Facebook, Instagram and Twitter pages ("**Post**"). To enter this competition, the Entrant must follow @BupaAustralia on Facebook, Instagram or Twitter, and guess the correct number of easter eggs in the jar by commenting on the Facebook, Instagram or Twitter version of the Post (as applicable). Only Entrants who meet all the requirements set out in these Terms and Conditions are eligible to win. Any cost associated with accessing the online entry form is the Entrant's responsibility.
6. If Entrants are invited to answer a question, send in comments, photos and/or videos (or other multimedia) in order to participate in this competition, each entry must be the Entrant's original work and the Entrant must have obtained consent from any person(s) appearing in photos/videos submitted in the course of entering this competition. Each Entrant consents to the Promoter dealing with their work in any way, including in a way which would otherwise infringe their moral rights. Each Entrant warrants that their entry does not, and its use by the Promoter or other persons will not, infringe the rights of a third party (including intellectual property rights).
7. Only one (1) entry per Entrant is permitted. Incomplete, indecipherable, or illegible entries will be deemed invalid.
8. The Promoter may (acting reasonably) at any time verify the validity of entries and the eligibility of Entrants (including an Entrant's identity, age and place of residence) and 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.
9. 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 easter eggs in the jar. If two or more Entrants guess the correct number of easter eggs (or were the closest to guessing the correct number of easter eggs), then the Entrant who submitted their guess first will the prize. The Promoter's decision is final and no correspondence will be entered into.

10. The closest valid entry received during the Competition Period, as determined by the Promoter, will win an Apple Watch series 9 45mm valued at \$850 (including GST) as at 21 March 2024. The judges will be Bupa staff members. The Promoter is not responsible for any change in the value of the prize between publishing date and the date the prize is claimed.
11. Each prize, including any portion of a prize, is not transferable or exchangeable and cannot be taken as cash. The Promoter may (acting reasonably) substitute any unavailable prize(s) with a prize of equal value and/or specification to the unavailable prize.
12. The Promoter will notify the prize-winner by email and announce the results on 1 April 2024. Any prizes left unclaimed by 7 April 2024 will be allocated to the next best eligible entry as determined by the judges (**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.
13. 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.
14. Winning Entrants consent to the Promoter using for any purpose the Winning Entrants' 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.
15. 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 may (acting reasonably) to the extent permitted by law (a) disqualify the relevant Entrant or Entrants; or (b) modify, suspend, terminate or cancel the competition.
16. Except for any liability that cannot be excluded by law, the Promoter including its respective 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; or (f) use of the prize. 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.
17. The Promoter make no express representations or warranties as to the quality/suitability/merchantability of the prize. The Promoter take 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.
18. 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.

19. 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.
  
20. 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 [bupa-info-handling-policy](#).