

# Competition Terms and Conditions - Game of Skill

## Schedule to Terms of Entry

This Schedule together with the Terms of Entry constitute the Competition Terms of Entry for the Promotion. Please read the Terms of Entry attached to this Schedule which applies to the Promotion.

1.	Promotion	Endeavour Foundation – Imagine What’s Possible Competition
2.	Promoter	Endeavour Foundation (ABN 80 009 670 704) of 33 Corporate Drive Cannon Hill QLD 4170
3.	Promotion Period	Entry to Promotion commences at 9am (AEST) 15 February 2021. Entry to Promotion closes at 5pm (AEST) 31 March 2021.
4.	Eligible States and Territories	QLD, NSW, VIC
5.	Age Restriction	N/A
6.	Maximum number of entries	1 entry per person
7.	Entry Method	Entrants must complete the digital entry form at <a href="http://www.endeavour.com.au/imaginewhatspossible">www.endeavour.com.au/imaginewhatspossible</a> (Website), or complete a paper entry form and return it to Endeavour Foundation, PO Box 3555, Tingalpa, DC Qld 4173. Entrants may also choose to submit a video of 30-seconds or less to accompany their written entry, however this is not compulsory. If you do not choose to submit a video, you will not be penalised in judging.
8.	Eligible Entrants	People with an intellectual disability or a parent, guardian or carer of a person with an intellectual disability on that person’s behalf.
9.	Shortlist Judging Panel	Six (6) representatives of the Promoter.
10.	Final Judging Panel	Six (6) representatives of the Promoter.
11.	Shortlist Date	5.00 pm Wednesday 21 April 2021
12.	Final Date	2.00 pm Wednesday 28 April 2021
13.	Judging Criteria	The winning entries will be the answers which: <ul style="list-style-type: none"><li>• answer the question of what is the entrant’s dream experience ;</li><li>• have the most imagination in the opinion of the judges in their absolute discretion;</li><li>• meet the eligibility criteria of an entrant under these terms and conditions;</li><li>• fit within the budget of AUD \$5,000 (incl. GST);</li><li>• be deliverable by the Promoter and align with the Promoter’s categories of service offerings (home, community or work); and</li><li>• are 25 words or less.</li></ul>
14.	Prizes	5 Prizes up to and not exceeding \$5,000 incl. GST each

15.	Prize Restrictions	Prizes must be used to achieve the outcome stated in the entry, unless otherwise agreed with the Promoter
16.	Total Prize Value	Up to \$25,000
17.	Notification Date	5.00pm Monday 17 May 2021
18.	Prize Claim Date	5.00pm AEDT 14 May 2020.
19.	Prize delivery	Prize delivery will be organised with the winner within 90 days of acknowledgement of winning entry. Prizes are intended to be delivered between May and December 2021.
20.	Additional Comments	N/A

## Competition Terms and Conditions - Imagine What's Possible

### 1. Schedule and Terms of Entry

- a. These Terms of Entry must be read together with the Schedule for this Promotion. The Schedule defines certain terminology used in these Terms of Entry. By entering the Promotion, entrants accept these Terms of Entry.
- b. To the extent of any inconsistency between the Schedule and these Terms of Entry, the Schedule prevails. For the avoidance of doubt, the Promoter's General Terms of Entry (available on the relevant Website) do not apply to this Promotion.
- c. The Promoter may in its absolute discretion refuse to award any prize to an entrant if the entrant fails to comply with these Terms of Entry.
- d. Each entrant agrees, at the Promoter's request, to participate in any promotional activity (such as an interview) surrounding the Promotion or the winning of a prize. Each entrant agrees that they will not be remunerated for this participation. Each entrant consents to the Promoter and any of the Promoter's nominees, using their names and images in any media in perpetuity, without limitation and without compensation to the entrant.

### 2. Eligible Entrants

- a. Eligible States and Territories. Entry is open only to Eligible Entrants who are residents of the Eligible States and Territories and who comply with the Age Restriction. All persons under the age of 18 years must obtain and be able to demonstrate the consent of a parent or guardian before entering the Promotion. The parent or guardian agrees to these Terms of Entry.
- b. Associated persons and entities. Directors, officers, management, employees and other staff (and the immediate families of directors, officers, management, employees and other staff) of the Promoter or of its related bodies corporate, or of the agencies or companies associated with this Promotion are ineligible to enter. For clarity, Endeavour Foundation employees who have intellectual disability and are supported by NDIS funding are eligible to enter the competition.
- c. Correct Information. Entrants must only register in their own name. Entrants who are deemed by the Promoter to have provided incorrect, misleading or fraudulent information may, at the sole discretion of the Promoter, be deemed ineligible.
- d. Proof. The Promoter may require entrants to promptly provide identification including (without limitation) proof of identity, proof of age and proof of residency (to the Promoter's satisfaction, at its sole discretion) in order to confirm the entrant's identity, age, residential address, and eligibility to enter and claim a Prize. In the event that the entrant fails to produce such proof that entrant will be ineligible for the Promotion.

### **3. Entry Method**

- a. The Promotion will run for the Promotion Period. Entries received after the Promotion Period will not be eligible for any prize.
- b. Entry method. To enter the Promotion, entrants must follow the Entry Method during the Promotion Period. Entries must be received by the Promoter during the Promotion Period. Entrants may submit up to the Maximum Number of Entries.
- c. Postal Entry: The Promoter is not responsible for any entry which fails to arrive during the Promotion Period.
- d. Costs. Entry into the Promotion is free, however you will need to pay for an envelope and stamp for postal entries, or for accessing the Website for online entries.
- e. Entries submitted other than in accordance with these Terms of Entry will not be eligible for any prize. Incomplete or non-conforming entries will be deemed invalid.
- f. Once an entry is submitted, entrants acknowledge that the entry may not be withdrawn, altered or deleted (except as and where required by the Promoter).
- g. All entries will be accepted at the discretion of the Promoter, who will exercise its judgement in ruling on questions of eligibility. The ruling of the Promoter on questions of eligibility will be final, and no further correspondence will be entered into.

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

- a. Chance plays no part in determining any winners of this Promotion. Each valid entry will be judged in accordance with the Judging Criteria.
- b. The Shortlist Judging Panel will select up to 30 valid entrants who submit the best submissions to proceed to a shortlist by the Shortlist Date. Each of those shortlist entries will be subjected to a further round of judging by the Final Judging Panel to be completed by the Final Date, with up to 5 of the best shortlisted entrants chosen as the winners.
- c. Shortlisted and winning entrants will be based on the relevant judging panel's sole discretion based on which valid entries best meet the Judging Criteria. The judging panels' decisions are final and no correspondence will be entered into.
- d. Entries that, in the Promoter's judgement and sole discretion, contain offensive, defamatory or otherwise objectionable or inappropriate material or that infringe any third-party rights (including intellectual property rights) will be invalid, including any entry which the Promoter considers to be disparaging to its products and/or services or is otherwise not in keeping with the spirit of the Promotion.

### **5. Use of Entries**

- a. By entering this Promotion, an entrant consents to their voice, name, image, location, content of their entry and any other information submitted to the Promoter being published in any form of media by the Promoter, the Promotion's prize supplier and any promotional partners associated with the Promotion. The Promoter will not publish any sensitive information without an entrant's express consent.
- b. Use or any publication of entries during or after the Promotion Period (in any form of media) does not mean that an entrant has been selected as a winner in the Promotion.

## **6. Intellectual Property Rights**

- a. Each entry must not include or make reference to the intellectual property rights of any third party including but not limited to any visible logos, drawings, cartoons, phrases, trade marks, copyrighted material, mark that identifies a brand or other third party materials, unless the entry is submitted with the written consent of the owner of the applicable intellectual property rights. Failure to do so may, in the Promoter's sole absolute discretion, result in the entry becoming invalid.
- b. All entries and materials submitted to the Promoter in connection with this Promotion (in any form, including without limitation in hard copy or electronic form), become the property of the Promoter. Each entry must be the entrant's original work. By entering this Promotion entrants:
  - i. consent to the Promoter using their entries or materials in any manner it sees fit, including exploiting, making copies of or publishing the whole or any part of their entry, to publicise this Promotion or for any other purposes;
  - ii. warrants that their entry does not, and its use by the Promoter (or its prize supplier and promotional partners) will not, infringe any third-party intellectual property rights;
  - iii. expressly consent pursuant to the moral rights provisions of the Copyright Act 1968 (Cth) to the Promoter having unfettered right to treat their entry in any manner at its sole discretion, to alter their entry in any manner and to the Promoter (or its prize supplier and promotional partners) not attributing authorship of their entry to the entrant; and authorship of their entry to the entrant; and
  - iv. will, at the Promoter's reasonable request and at the Promoter's cost, at all times do all things (including signing all documentation) necessary to give full effect to the requirements of this clause.

## **7. Prize (General)**

- a. General. The Prize for this Promotion is specified in the Schedule and the total prize value is specified in the Total Prize Value section of the Schedule.
- b. Prizes are subject to the Prize Restrictions set out in the Schedule.
- c. No transfers or exchanges. The Prize must be taken as offered and cannot be varied. No prize is transferable or exchangeable, nor can it be redeemed for cash or other value (unless otherwise indicated). In the event for any reason a winner does not take an element of any Prize at the time stipulated by the Promoter then that element of the Prize will be forfeited by the winner and cash will not be supplied for that element of the Prize.
- d. Variation in Prize value. The Promoter accepts no responsibility for any variation in 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. Prize Delivery. Prizes will be provided by the Promoter to the winner as stated in the Prize Delivery section of the Schedule.

## **8. Vouchers and Tickets**

- a. If the Prize includes vouchers, all vouchers are valid until the voucher expiry date as specified on the voucher or by the provider of the voucher. Vouchers are subject to the conditions stipulated by the provider of the voucher.
- b. If the prize includes tickets, all tickets are valid for the date or period as indicated on the tickets. Tickets are subject to the conditions stipulated by the provider of the tickets.

## **9. Notification of Winners**

- a. The winner/s will be notified on the Notification Date via the contact details provided in the winning Promotion entry.
- b. The names of the winners of the Promotion and their entry (subject to clause 5(a)) will be published on the Promoter's website on or around the time that the winners are announced.

## **10. Prize Claim Date**

- a. If any Prize is not claimed by the Prize Claim Date, and the Promoter has made reasonable efforts to contact the winner, the Promoter reserves the right to award the relevant Prize/s to the next best valid entry or entries (as applicable) which meet the Judging Criteria, as determined by the judges, that has not already received a Prize. If a Prize is no longer capable of being redeemed, the new winner/s will receive a Prize, as determined by the Promoter, of equivalent value (as if the original Prize had been awarded to that person, less any administrative expenses incurred by the Promoter). The substitute winner/s, if any, will be notified via the contact details provided in the substitute winning Promotion entry.
- b. By accepting a prize, a winner agrees to participate in and cooperate as required with all reasonable marketing activities relating to the prize, including without limitation participation in:
  - i. one or more videos of the winner carrying out any activity forming part of a prize won;
  - ii. interviews to be published on social media, the Promoter's website and blog, the Promoter's newsletter;
  - iii. social media and digital campaigns; and
  - iv. written articles and videos detailing the winner's story and experience.

## **11. Disqualification**

- a. Compliance with Terms of Entry. If the Promoter becomes aware after an entrant has won a Prize that the entrant has not complied with these Terms of Entry, that entrant will have no entitlement to the Prize, even if the Promoter has announced them as a winner. That entrant will be required to return, refund or otherwise make restitution of the Prize.
- b. Tampering. The Promoter reserves the right to verify the validity of any entries and in its sole discretion, disqualify any or all entries from, and prohibit further participation in this Promotion by, any person who: (a) tampers with or benefits from any tampering with the entry process or with the operation of the Promotion; (b) acts in violation of these Terms of Entry; (c) acts in a disruptive manner; (d) acts with the intent to annoy, abuse, threaten or harass any other person; or (e) engages in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
- c. For the avoidance of doubt, the winner can be disqualified after the winner is notified and published. If a winner is disqualified or deemed ineligible in accordance with these Terms of Entry, the prize is forfeited and the Promoter reserves the right to award the prize to another entrant as determined by the Promoter in its sole discretion. The substitute winner, if any, will be notified via the contact details provided in the substitute winning entry.

- d. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- e. No compensation will be payable if the winner is unable to use any element of the Prize for whatever reason.

## **12. Exclusion of Liability**

- a. To the extent permitted by law, and subject to clauses 12.b, 12.c, 12.d, and 13, any liability of the Promoter to any person for any loss or damage, however caused or suffered (including as a result of the Promoter's negligence) in connection with this Promotion or accepting or using any Prize is limited to an amount equal to the value of one prize offered in the Promotion.
- b. The Promoter and its associated agencies and companies are not liable for any damage to or delay in transit of Prizes.
- c. The Promoter accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence from entrants or prize winners, whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise.
- d. The Promoter has no control over communications networks or services, the Internet, or computer or telephone networks or lines and accepts no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise.

## **13. Australian Consumer Laws**

- a. If you are a consumer under the Australian Consumer Law, you have rights that cannot be excluded by contract. Nothing in these Terms of Entry is intended to limit your rights under the Australian Consumer Law.

## **14. Conduct of Promotion**

- a. Unforeseen Events. If for any reason any aspect of this Promotion is not capable of running as planned for any reason beyond the reasonable control of the Promoter, including, but not limited to, by reason of war, terrorism, state of emergency or disaster (including natural disaster), epidemic, pandemic, quarantine restriction, outbreaks of infectious disease, public health crisis, infection by computer virus, telephone network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or anything which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter may, in its sole discretion, cancel, terminate, modify or suspend the Promotion, invalidate any affected entries and/or, if necessary, provide an alternative prize to the same value as the original prize.
- b. Amendment of Promotion. Without limiting any other paragraph, the Promoter may at its sole discretion amend any aspect of this Promotion or of these Terms of Entry from time to time, subject to applicable laws in each Relevant State.
- c. Currency. Unless the contrary intention appears, a reference in these Terms of Entry or the Schedule or in any advertisement relating to this Promotion to Australian dollars, dollars, AUD\$ or \$ is a reference to the lawful currency of Australia.



## 15. Personal Information

- a. The Promoter collects entrant personal information for the purpose of conducting and promoting the Promotion (including but not limited to determining and notifying the winner/s). If you are not willing for this to occur, you cannot participate in the Promotion.
- b. Privacy Policy. The Promoter will hold and process entrants' personal information in accordance with the Promoter's Privacy Policy and any collection statement provided to the entrant at the time of entry. A copy of the Promoter's Privacy Policy in relation to the treatment of Personal Information collected in connection with this Promotion may be accessed on the Promoter's website at <https://www.endeavour.com.au/privacy-policy>
- c. Third Party Personal Information. Each entrant must ensure that any other person whose personal details have been provided by the entrant to the Promoter for the purposes of the entrant's participation in this Promotion has given their implied or express consent for their details to be provided to the Promoter and any of its related bodies corporate and to be contacted by the Promoter or any of its related bodies corporate in relation to this Promotion.
  - i. Personal Information means, for the purpose of the Privacy Act 1988 (Cth) information or an opinion about an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not and whether the information or opinion is recorded in a material form or not.

## 16. Governing law and jurisdiction

- a. If a dispute arises regarding these Terms of Entry, the Promotion, or any prize:
  - i. the laws of Queensland, Australia will apply; and
  - ii. you agree to submit to the exclusive jurisdiction of the courts of Queensland, Australia and courts competent to hear appeals from them.