

Bupa Family Day Competition

Full Terms & 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. Employees (and their immediate families) of the Promoter and Cricket Australia are ineligible to enter. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter. 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.
3. Promotion commences at 08.00am (AEDST) on 18 October and ends at 5.00pm (AEDST) on Wednesday 20 December 2017 (**Promotional Period**). There will be 2 Prize winners for the Promotional Period, 1 for each Bupa Family Day (Brisbane - 19 November 2017 (**Brisbane Bupa Family Day**) and Melbourne – 23 December 2017 (**Melbourne Bupa Family Day**)).
4. Entry is open to residents of [**Australia**] aged [**13**] years or older at the commencement of the Promotion (each an **Entrant**).
5. Entrants less than 18 years of age must have the consent of their parent or guardian in order to enter. By entering this Promotion, Entrants confirm that they have consent of their parent or guardian.
6. To enter, the Entrant must share in 25 words or less “your thoughts on how you would like to connect with your family through cricket” on the Bupa Family Day web page at www.summer.cricket.com.au/familyday that is hosting the competition. Any cost associated with accessing the online entry form is the Entrant’s responsibility and is dependent on the Internet service provider used.
7. 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 to disqualify any Entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Errors and omissions will 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.
8. Incomplete, indecipherable, or illegible entries will be deemed invalid.
9. Only one entry permitted per Entrant during the Promotional Period.
10. This is a game of skill and chance plays no part in determining the winner. Each entry will be individually judged based on creative merit. The Promoter’s decision is final and no correspondence will be entered into with unsuccessful Entrants.
11. The best valid entry during the Promotional Period, as determined by the Promoter, will win a major Prize (valued at approximately \$500 each) that will consist of an opportunity to meet a member of the Australian Cricket Team at the 2017 Bupa Family Days in Brisbane and Melbourne (**Prize**).
12. The total value of the Prize pool is \$1000.
13. All Prizes, including any portion, are not transferable or exchangeable and cannot be taken as cash, unless stipulated otherwise. If due to reasons beyond the Promoter’s and Cricket Australia’s control any of the Prizes are unavailable, the Promoter and Cricket Australia, at their discretion, reserve the right to substitute the Prizes with a Prize to the equal value and/or specification.
14. The Prizes set out in paragraph 11 (above) are subject to any restrictions and limitations set out in paragraph 11 or otherwise specified in these terms and conditions. Prize values are accurate as at the commencement date of the Promotion. Any variation after that date is beyond the control of the Promoter and Cricket Australia. All costs, fees, charges or expenses associated with the Prizes (including travel expenses, airport transfer costs, spending money etc) which are not specified in

paragraph 11 (above) or otherwise included in these Terms and Conditions, are the responsibility of the winners.

15. The Prize winner for the Brisbane Bupa Family Day will be notified by telephone at 10.00am (AEST) on Thursday 16 November 2017 and announced by the Bupa Family Day MC at 10.00am on Sunday 19 November 2017 at Roma Street Parklands. Any Prizes that have not been claimed by the winner by 1pm on 19 November 2017 will be reallocated to the next best eligible entry as determined by the judges (**Alternative Winner**). An Alternative Winner has 2 hours from the time of notification in which to claim their Prize or another Alternative Winner will be selected.
16. The Prize winner for the Melbourne Bupa Family Day will be notified by telephone at 10.00am on Thursday 21 December 2017 (**Melbourne Winner**) and announced by the Bupa Family Day MC at 10.00am on Saturday 23 December 2017. Any Prizes that have not been claimed by the winner by 12pm on 23 December 2017 will be reallocated to an Alternative Winner. An Alternative Winner has 2 hours from the time of notification in which to claim their Prize or another Alternative Winner will be selected.
17. Entrants consent to the Promoter and Cricket Australia 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 promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
18. 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 and Cricket Australia, the Promoter and Cricket Australia reserve the right, in their sole discretion, to the fullest extent permitted by law (a) to disqualify any Entrant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
19. Except for any liability that cannot be excluded by law, the Promoter and Cricket Australia (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, 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.
20. The Promoter and Cricket Australia make no express representations or warranties as to the quality/suitability/merchantability of the Prize. The Promoter and Cricket Australia take no responsibility in regard to the condition and/or fitness of the Prize. The winner should look to the manufacturer or supplier for all warranties and claims.
21. The Promoter collects personal information in order to conduct the promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors and Prize suppliers. If we send your information outside of Australia, we will require that the recipient of the information complies with privacy laws and contractual obligations to maintain the security of the data. Entry is conditional on providing this information.
22. 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 promotion you are agreeing to us providing you with information in relation to the services and products of the Bupa Australia Group of companies.

23. The Promoter and Cricket Australia may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the Entrant. Entrants should direct any complaints, requests to access, update or correct information to the Promoter. The Promoter will comply with its Information Handling Policy in handling personal information. A copy of this policy is available online at http://www.bupa.com.au/staticfiles/BupaP3/pdfs/BUPA_Info_Handling_Policy.pdf and can be requested by calling the Promoter on 134 135.
24. If you have selected the option to receive information and offers from Cricket Australia, you understand and agree that Cricket Australia also collects your personal information, including on behalf of State or Territory cricket associations, including the Big Bash League teams (together, "Australian Cricket") to communicate with you, and for any of the purposes set out in Australian Cricket's Privacy Policy (available at www.cricket.com.au/privacy or by emailing privacy@cricket.com.au), and that the personal information you provide will be disclosed to and used by Australian Cricket under the terms of Australian Cricket's Privacy Policy, which contains information about how you may access and seek to correct your personal information or complain about a breach of your privacy, and how Australian Cricket will deal with that complaint. Australian Cricket may disclose your personal information to other parties, including Australian Cricket's third party service providers. From time to time, these third parties may be located (and so your personal information may be disclosed) overseas, including in India, the USA and the UK, and other countries from time to time. Australian Cricket may use and disclose your personal information for direct marketing purposes, unless you opt out (which you can do at any time in accordance with Australian Cricket's Privacy Policy), and for facilitating further offers directly from third parties if you opt in to receive those offers. You can request to access, update or correct any personal information Australian Cricket holds about you by writing to Cricket Australia's Privacy Officer at 60 Jolimont Street, Jolimont, VIC, 3002 or sending an email to privacy@cricket.com.au.
25. The **Promoter** is Bupa HI Pty Ltd (ABN 81 000 057 590) of 33 Exhibition Street, Melbourne, Victoria 3000.
26. Neither the Promoter nor Cricket Australia accept responsibility for the cancellation or delay of any event connected with this Promotion for any reason beyond the control of the Promoter or Cricket Australia.