



## CRITICS' CHOICE 2019 COMPETITION

### TERMS AND CONDITIONS

1. The Promotion is run by the Anti-Cancer Council Victoria (ABN 61 426 486 715), trading as Cancer Council Victoria ('Promoter') of 615 St Kilda Road, Melbourne VIC 3004.
2. The Critics' Choice Competition ('Promotion') is a promotion that seeks to encourage students to vote for the advertisement they think is the most effective at discouraging young people to smoke.
3. Information on how to enter and the details of all prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
4. Entry is only open to school students in years 5 to 10 in Victoria, Tasmania, New South Wales, Australian Capital Territory, Queensland and Western Australian; via the [Critics' Choice website](#) only.
5. Employees (and their immediate families) of the Promoter and agencies associated with this promotion, including:
  - Cancer Council Victoria
  - Quit Tasmania
  - Cancer Council Western Australia and Australian Council on Smoking and Health
  - NSW Department of Education
  - Cancer Council ACT
  - Cancer Council Queenslandare 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 first cousin.
6. 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). In addition, the Promoter reserves the right to request the winner to provide proof of identity, age and proof of residency at the nominated prize delivery address. Identification considered suitable for verification is at the discretion of the Promoter.
7. The Promoter reserves the right, absolutely, to disqualify any entrant who submits an entry that the Promoter considers is not in accordance with these Terms and Conditions.
8. The Promotion commences at 9:00AM AEDT on 15/07/2019 and final entries close at 11:59PM AEDT on 14/11/2019. All times stated in these Terms and Conditions are based on Melbourne time. To enter and ensure eligibility, individuals must:
  - a) During the promotional period, vote on the advertisement they think is the most effective, and;
  - b) Provide their contact details.

9. The promotional flow and the relevant start and close times for judging are outlined in the table below. The winners will be announced via email on the date outlined below.

Prizes	Entries start	Entries close	Judge	Date of judging
Victoria – 1x \$500 Sports equipment voucher for schools	15/07/2019 at 09:00AM AEDT	14/11/2019 at 11:59PM AEDT	All eligible entries from Victoria received in the competition period will be entered into a random draw.	The draw will be conducted by a Quit or Cancer Council employee on 23/09/2019
Tasmania – 1x \$500 sports equipment voucher for schools				
Western Australia – 1x \$500 sports equipment voucher for schools				
Queensland – 1x \$300 sports equipment voucher for schools				
New South Wales – 1x \$500 sports equipment voucher for schools				
Australian Capital Territory – 1x \$250 sports equipment voucher for schools				

10. If a prize is not available at the date the prize winners are announced, the Promoter reserves the right to substitute the stated prize with a prize of comparable value.
11. Winners will be notified via email page within three days of the judging date, specified above.
12. Incomplete or indecipherable entries will be deemed invalid.
13. One entry is permitted per entrant, in accordance with entry requirements.



14. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to request and obtain proof of the identity of the entrant.
15. This is a game of chance, and entries will be drawn at random and overseen by employees at Cancer Council Victoria. All entries that are not otherwise excluded from consideration under these terms will be judged.
16. Entries will be drawn at random by the judging panel
17. The judges may select additional, randomly drawn, reserve entries which they determine to be the next best, and record them in order, in case of an invalid entry or ineligible entrant.
18. The Promoter's decision is final and no correspondence will be entered into.
19. Winners will be required to provide their contact details to Cancer Council for delivery of their prize. If, for any reason, a winner does not contact Cancer Council to claim their prize by 5PM AEDT 25/11/19, then the prize will be allocated to the next best entrant as assessed by the judging panel.
20. If any prize (or part of any prize) is unavailable for any reason, the Promoter, in its absolute discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification.
21. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash. On-selling of prizes is not permitted.
22. When an entrant submits any materials via the Promotion including comments, photos and images ("Content"), intellectual property subsisting in the Content vests in the Promoter and the Promoter may use, reproduce, modify, adapt, publish and display such Content for any purpose in any media, without compensation, restriction on use, attribution or liability. Entrants agree not to assert any moral rights in relation to such use and warrant that they have the full authority to grant these rights.
23. Entrants warrant and agree that:
  - a) they will not submit any Content that is unlawful or fraudulent, or that breaches any intellectual property, privacy, publicity or other rights of any person, or is defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin, sexual orientation, disability or gender, or is not suitable for children aged under 15, or is otherwise unsuitable for publication;
  - b) they will obtain full prior consent from any person who has jointly created or has any rights in the Content, to the uses and terms herein;
  - c) their Content shall not contain viruses or cause injury or harm to any person or entity; and
  - d) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems in Australia.



24. The Promoter may remove any Content without notice for any reason whatsoever, including where content is objectionable in the ways described in sub para 23(a) above.
25. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner/s (including photograph, film and/or recording of the same) in any media for a period of three months from 14/02/20, without remuneration, for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
26. 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, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to modify, suspend, terminate or cancel the promotion. Notice of cancellation will be communicated via the Critics' Choice website page.
27. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used. 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.
28. Without limiting any other terms herein, the entrant agrees to indemnify the Promoter in respect of any loss incurred as a result of the entrant's breach of any of the above terms.
29. To the extent permitted by law, the Promoter is not responsible or liable for loss to any person that arises out of:
  - a) purported entries that are not received for any reason whatsoever
  - b) the unavailability or inaccessibility of any service whether or not caused by traffic congestion on the Internet or at any Website
  - c) unauthorised human intervention in any part of the competition
  - d) any damage to persons or property, including to the participant's or any other person's computer related to, or resulting from, participation or downloading any materials in this competition.
  - e) Injury or loss sustained to any persons or property in the course of participating in any activity won as a prize.
30. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.