

# Real Heroes

## Terms and Conditions

By entering the Real Heroes competition (“the Competition”), you agree to the following terms and conditions:

- 1) Information on how to enter and the donations awarded form part of the terms and conditions. Entry into this Competition is deemed acceptance of these terms and conditions of entry.

### WHO CAN ENTER?

- 2) The Competition is open to all residents of NSW in regard to being able to nominate an individual as a ‘Real Hero’. Employees of the Promoter and their immediate families and all other companies and agencies associated with this Competition will not be accepted as ‘nominees’. To qualify, nominees must be residents of NSW.
- 3) It is a condition of entry of the Competition that an entrant consents to the Promoter and the Sponsor making visual and sound recordings of the entrant and the person nominated by the entrant (Recordings) in the event that the entrant’s entry is judged to be a winning entry. The Recordings will be used to produce a television commercial about the ‘back story’ of the person nominated by the entrant (TVC) and to produce video content pieces highlighting that person’s experiences during the time of the surprise presentation, for the purpose of broadcasting and communicating the TVC and video content pieces, and for marketing purposes, by the Promoter (including its related entities) and the Sponsor and any other third parties entities determined by the Promoter in its absolute discretion in any manner and in any media worldwide.
- 4) It is a condition of entry of the Competition, that if an entrant’s entry is judged a winning entry, the entrant must procure that the person they nominated in their entry agrees to participate in a segment to be produced by the Promoter in which the Promoter will record the nominee at a venue agreed on by the Promoter for the purpose of a ‘surprise winner announcement’ (Segment) to be filmed for the Laing+Simmons Real Heroes campaign. The Promoter will broadcast the Segment via social media and for marketing purposes by the Promoter in its absolute discretion in any media worldwide.

### HOW TO ENTER

- 5) The Competition commences on Friday, 1<sup>st</sup> March 2019 at 05:00 AEDT and concludes on Sunday, 31<sup>st</sup> March 2019 at 24:00 AEDT (“the Competition Period”).
  - a) To enter, individuals must:
    - i. Visit the [www.realheroes.com.au](http://www.realheroes.com.au) website
    - ii. Follow the prompts to the Nominate your hero tab, and input the requested details including;
  - a) A description in 1000 words or less of why the person they are nominating deserves \$5,000 cash; and

- b) The entrant's full name, address, email, mobile phone number and daytime contact number and the nominated person's full name, address and daytime contact number. If the nominee is an organisation or group, please provide the best contact details for that organization or group.
- 6) This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook. Entrants understand that they are providing their information to the Promoter and not to Facebook. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Facebook. Entry and continued participation in the promotion is dependent on entrants following and acting in accordance with the Facebook Statement of Rights and Responsibilities, which can be viewed at [www.facebook.com/terms.php](http://www.facebook.com/terms.php).
- 7) The entry must not be, without limitation:
  - a. late;
  - b. delayed;
  - c. incomplete;
  - d. incomprehensible;
  - e. unlawful;
  - f. obscene;
  - g. defamatory;
  - h. discriminatory;
  - i. libelous;
  - j. threatening;
  - k. pornographic;
  - l. harassing;
  - m. hateful;
  - n. racially or ethnically offensive;
  - o. capable of encouraging of conduct that would be considered a criminal offence;
  - p. capable of violating any law;
  - q. capable of giving rise to civil liability.
- 8) Entries must be received within the Competition Period.
- 9) All entries are deemed to be received at the time of receipt by the Promoter and NOT at the time of transmission by the Entrant.
- 10) Multiple entries permitted, subject to the following: each entry must be submitted separately and in accordance with entry requirements and must be substantially unique.
- 11) Entry details remain the property of the Promoter and will not be returned to the Entrant. Entrants agree to grant the Promoter and the Sponsor a perpetual and non-exclusive license to use, distribute, broadcast and sub-license their entries (including photographs submitted with their entry) in all media worldwide and acknowledge that they will not be entitled to any fee for such use.

- 12) The Promoter reserves the right to verify the validity of entries at any time during or after the Competition Period, and reserves the right to disqualify any Entrant who tampers with the entry process (including but not limited to tampering by way of the utilisation of techniques designed to avoid the payment of postage costs) or who submits an entry that is not in accordance with these Terms and Conditions. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 13) The Promoter is neither responsible nor liable for late, lost or misdirected entries, or entries not received by the Promoter for any reason whatsoever. Entrants should not send in original copies of their entries. No responsibility will be taken by the promoter in the event that the original entry is lost or damaged in editing.

## **JUDGING**

- 14) Each valid entry received during the Competition Period will be submitted for judging by a panel of judges appointed by the Promoter. Judging will take place at the Promoter's premises from Monday 1<sup>st</sup> April 2019 at 09:00 AEDT to Friday 5<sup>th</sup> April 2019 at 17:00 AEDT. The ten (10) entrants whose entries are judged to be the most creative and original out of all valid entries received and which best demonstrate how an entrant's nominated person/group/organisation deserves \$5,000 will be deemed the winners. The Competition is a game of skill and chance plays no part in determining the winner.

## **AWARDING THE PRIZE - \$5,000 REWARD**

- 15) The winners will be notified by telephone and in writing using the contact details given in their entry. Throughout April and May at a time agreed upon by the Promoter and the entrant, a representative of Laing+Simmons will surprise one of each of the ten nominated persons with the '\$5,000 REWARD' at their respective home or agreed location to award them the prize. The winners must ensure their nominated person will be available at a suitable time and place during the months of April and May.
- 16) The judges' decision in relation to any aspect of the Competition will be final and no correspondence will be entered into regarding the result. The Promoter may in its absolute discretion deem entries invalid subsequently to a winner being notified or a winner's name being announced if it is discovered that the winner did not enter the Competition in accordance with these terms and conditions. In such circumstances, an additional judging will be conducted.
- 17) The Promoter's decisions in relation to all aspects of this Competition are final and binding on all who enter, and no correspondence will be entered into.

## **PRIZES**

- 18) There will be ten (10) major prizes awarded in this Competition, one (1) prize awarded to each of the ten (10) persons nominated by the entrants whose entries are judged to be the winning entries. The winning nominees will each receive the prize detailed below.

<b>Full Details</b>	<b>RRP incl GST (\$AUD)</b>
\$5,000 cash made out in the form of a cheque made in favour of the winning nominee	\$5,000
<b>TOTAL MAXIMUM PRIZE POOL VALUE</b>	<b>\$50,000</b>

- 19) Cash prizes will be awarded in the form of a cheque made in favour of the names of a winning entrant's nominated prize winner.
- 20) The prize values are correct as at the date of printing. The Promoter accepts no responsibility for change in prize value between now and the ultimate date on which the prize is taken.
- 21) All prizes must be taken as offered. The prize, or any unused portion of the prize, is not transferable, exchangeable and cannot be redeemed as cash. The prize is not valid in conjunction with any other offer.
- 22) Unless specified otherwise, the winning entrant (and their nominated prize winner) are responsible for all expenses including, without limitation, spending money, meals (unless specified), drinks, transfers (unless specified), activities (unless specified), incidentals, energy surcharges, gratuities, services charges, and all other ancillary costs.
- 23) In the event that a prize, or part of a prize, is unavailable, the Promoter reserves the right to substitute the prize or part of the prize in its discretion with an alternative prize or part of the prize to the same and equal or greater recommended retail value and/or specification subject to any written directions from the various Lottery Departments.
- 24) It is a condition of accepting a prize that the winning entrants (and their nominated prize winners) agree to participate in and cooperate with all reasonable media editorial requests, including but not limited to, being interviewed, photographed and filmed and such persons grant the Promoter and the Sponsor a perpetual, non-exclusive license to use such interview, footage and photographs in all media worldwide and will not be entitled to any fee for such use. The inclusion of any such footage or photographs (including but not limited to creative control of the feature) will remain with the Promoter at all times.
- 25) Prize winners are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of their prize.
- 26) It is a condition of accepting the prize that the winning entrants and their nominated prize winners may be required to sign waivers and releases in such form as are determined by the Promoter in their absolute discretion for the purpose of accepting the prize package and to confirm their consent to participate in the TVC, the video pieces and the Segment.

#### **SPECIAL CONDITIONS OF ENTRY**

- 27) All entries must be:
- a) the original independent creation of the Entrant;
  - b) owned by the Entrant; and
  - c) free of any claims, including copyright or trade mark claims by other parties.

- 28) If your entry is selected as a winning entry, validation of the nominees circumstances/the validity of your entry will be undertaken by the Promoter. Method of validation (without limitation) will be determined by the Promoter in its complete discretion. If the winning entry is deemed to be a winner, the winner will be notified as per the terms and conditions herein. In the event that the Promoter or Sponsor requests the entrant to sign any legal documents relating to the verification of their medical circumstance, the legal documents will take the form determined by the Promoter.
- 29) The Promoter reserves the right to request the Winner to provide proof of age and identity. Identification considered suitable for verification is at the discretion of the Promoter.
- 30) If the winner is under the age of 18 years, the prize will be awarded to the winner's parent or legal guardian on behalf of the winner. It is the responsibility of the winner's parent/legal guardian to prove their parental status/legal guardianship at the time of winner notification. In the event that for any reason whatsoever a person/s mistakenly represents themselves to be a winner's parent and/or legal guardian, then that person will be liable for all costs associated with relocating and/or re-awarding the prize (including but not limited to and administrative fees incurred by the Promoter). Where relevant, the Promoter is only responsible for ensuring that the prize is awarded to a person who is either a parent or legal guardian of the winner. The Promoter is not responsible for determining any other delivery details or taking direction that relates to any ongoing family law negotiations and/or determinations. These are the responsibility of the winner and their respective parent/s and/or legal guardian/s.
- 31) If for any reason this competition is not capable of running as planned (including but not limited to) technical failures, unauthorised intervention, fraud or any other causes beyond the control of the Promoter which corrupts or affect the administration, security, fairness, integrity or proper conduct of this competition, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, and, subject to any written directions given by the various Lottery Departments, to cancel, terminate, modify or suspend the competition.

## **LIABILITY AND RELEASE**

- 32) Except for any liability that cannot be excluded by law, the Promoter and Sponsor (and each of their related entities) and their respective officers, employees and agents exclude 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 Competition, including, but not limited to, 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 its 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 Conditions of Entry;
  - e) any tax liability incurred by a Winner or Entrant;
  - f) participation in the Competition and/or

- g) redemption of the prize.
- 33) The Promoter and its related entities and their respective officers, employees and agents will take no responsibility for defective prizes or prizes damaged or lost in transit, or late, lost or misdirected mail.

#### **PERSONAL INFORMATION**

- 34) Entry details remain the property of the Promoter. Entrants' personal information will be collected by the Promoter for the purpose of conducting and promoting this Competition (including for the purpose of identifying and notifying the Winner). Without limiting the foregoing, the Promoter may disclose Entrants' personal information to other parties assisting in the administration of the Competition including to the Promoter's related entities, prize suppliers, external service providers and authorities that regulate this Competition. If the Entrant consents, the Promoter, its related entities and business partners (as applicable) may also use the Entrant's personal information for the purpose of sending direct marketing messages with respect to programs, products and services available through any or all of them. The Promoter will handle the Entrants' personal information in accordance with the Promoter's Privacy Policy which is available on the Promoter's website. Entrants may request access to or correction of their personal information by writing to: Operations Manager, Laing+Simmons Pty Ltd, 11/15 Castlereagh St, Sydney NSW 2000 or emailing [enquiries@lsre.com.au](mailto:enquiries@lsre.com.au)

#### **PROMOTER**

- 35) The Promoter is Laing+Simmons Pty Ltd (ABN 19 002 715 764) of 11/15 Castlereagh St, Sydney. You can contact the Promoter in relation to the Competition by mail to this address or by telephone to (02) 9291 7000.
- 36) Subject to state permit authority restrictions, the Promoter may amend these Terms and Conditions in its absolute discretion.