

# **HBF Freeway Bike Hike for Asthma Email Competition**

## **Terms and Conditions**

### **General**

1. Instructions on how to enter and other details contained within promotional advertisements for the competition form part of the conditions of entry.
2. By entering the competition, entrants agree to abide by these terms and conditions.
3. Employees, contractors and agents of HBF and its related companies and their respective immediate families are ineligible to enter.

### **Competition as a trade promotion lottery**

4. The competition is a Trade Promotion Lottery, governed by the Gaming and Wagering Commission Act 1987 and Gaming and Wagering Commission Regulations 1988. The Gaming and Wagering Commission is the statutory body that administers these laws.
5. HBF as a promoter means HBF Health Limited ABN 11 126 884 786 carrying on business as HBF and under other business names.

### **Prize details & conditions**

6. Prize: **One (1)** competition winner (**Winner**) will receive a bike pack to the value of \$250.
7. One (1) prize will be awarded.
8. An entrant may enter the competition only once.
9. The prize draw will be held at **1:30pm WST on Monday 8 March 2010**.
10. The prize cannot be exchanged for cash.
11. All other costs and expenses associated with the prize, beyond the specified prize components, will be the responsibility of the Winner.
12. The Winner will be responsible for any and all taxes incurred in relation to receipt of their prize.
13. Substitute prizes will not be available, should the Winner be unable to use the prize at the allocated time.
14. HBF may at its absolute discretion substitute a different prize in place of any prize referred to in these terms and conditions.

### **Competition duration**

15. The competition will commence at 9.00am WST on Tuesday 2 March 2010 ("Commencement Date").
16. Entries for this competition will close at 11.00pm WST on Sunday 7 March 2010 ("Closure Date").
17. No late entries will be eligible to enter the competition.

### **Method of entry**

18. The competition is open to the public.
19. All entrants will be entered into the competition if they:
  - Provide a written answer to the question "Explain your motivations for taking part in the HBF Freeway Bike Hike for Asthma"; and
  - Email their answer to [competition@hbf.com.au](mailto:competition@hbf.com.au) before the Closure Date.

**Draw Details**

20. The draw will be conducted at 1:30pm WST on Monday 8 March at 125 Murray Street, Perth.
21. The Winner will be drawn at random by HBF at 125 Murray Street, Perth.
22. The judge's decision will at all times be final and no correspondence will be entered into.

**Winner notification**

23. The Winner will be notified by email and will receive confirmation by mail.

**Publicity**

24. It is a condition of entry that HBF has the right to publicise the Winner's answer for the promotion of the HBF Freeway Bike Hike for Asthma.
25. It is a condition of entry that HBF has the right to publicise the Winner for any promotion or matter incidental to the competition, if required.
26. The Winner consents to their name and suburb being placed on the hbf.com.au website.
27. The Winner may also be required by HBF to participate in a photo session and acknowledges that HBF has the right to use such publicity photos in any medium (including, without limitation, the Internet), and in any reasonable matter it deems fit.
28. The Winner agrees to make themselves available for publicity purposes without charge.

**Indemnity & disclaimer**

29. All entrants release and indemnify HBF and all of its related companies and personnel from and against, all liability, cost, loss or expense arising out of acceptance of any prize(s) or participation in the competition including (but not limited to) loss of income, personal injury, damage to property and whether direct or consequential, foreseeable, due to some negligent act or omission or otherwise.
30. Neither HBF nor any of its related companies or personnel will be responsible or liable if for any reason beyond their reasonable control, any element of any prize is not provided.
31. Neither HBF nor any of its related companies or personnel will be liable to any person for any loss or damage sustained or incurred if, for any reason, the competition is suspended, varied or terminated at any time, with or without prior warning or publicity.
32. Neither HBF nor any of its related companies or personnel will be liable to any person for any loss or damage sustained or incurred arising from late, lost or misdirected entries.
33. Neither HBF nor any related companies or personnel will be liable to any person for any loss or damage sustained or incurred arising from any change in the value of a prize occurring between the publishing date and the date the prize is claimed.

**Reserved rights**

34. HBF reserves the right to exclude any person from this competition for any reason whatsoever.
35. In all matters, all decisions of HBF will be final and cannot be contested. No correspondence or discussions will be entertained.
36. HBF reserves the right to amend these terms and conditions or cancel the competition at any time with written approval of the Gaming and Wagering Commission after this competition has commenced.

37. If for any reason this competition is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures, or any other causes beyond the control of HBF which corrupt or affect the administration, security, fairness, integrity or proper conduct of this competition, HBF reserves the right in its sole discretion to disqualify any person who tampers with the entry process. HBF assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to or alteration of entries.

### **Privacy statement**

At HBF, we respect the privacy of your personal information and are bound by the National Privacy Principles (NPPs) set out in the Privacy Act 1988. On entry for the HBF Freeway Bike Hike for Asthma Email competition, we will collect details of your name, address, age, telephone number, and in some cases other contact details such as a facsimile number, post office box number and/or email address. HBF will not use the information for any other purpose other than that associated with this HBF sponsored competition. We may use the information to publish the results of the competition in the local newspapers or on the Internet. HBF will retain your information for twelve months in accordance with the requirements of the Gaming and Wagering Commission, after which it will be destroyed. If you do not wish to provide personal information which is required, HBF may not be able to properly register you for the competition, or contact you in case of changes to the competition. You have a right to access your personal information which is held by HBF. The personal information collected by HBF in connection with this competition, and this statement in connection with the information, is separate from, and without prejudice to, any other personal information concerning you, collected and held by HBF. More information about the way we handle personal information, or how to access it, is detailed in our Privacy Policy, which is available at [hbf.com.au](http://hbf.com.au) or on request by calling a Member Service Advisor on 133 423.

HBF Health Limited ABN 11 126 884 786.