

BowlsLink Participant Survey Promotion - 2023

Introduction

1. The promoter is Bowls Australia Limited of 281 Darebin Rd, Thornbury, Victoria 3070 (ABN 65 427 736 644) (**Promoter**).
2. Instructions on how to enter, prize details and other information contained within the promotional advertisements form part of these terms and conditions. By participating in this promotion (**Promotion**) entrants agree to be bound by these terms and conditions.
3. The Promotion commences on Monday August 14 2023 at 9:00am (AEST) and closes midnight (AEST) on Sunday August 27 2023. Only entries received within this time will be valid.
4. Subject to clause 9, entry is open to any person who is an affiliated member of the Promoter. Entrants under 18 years of age must have parental/guardian approval to enter and parental/guardian consent to these terms and conditions. If the winner is under the age of 18 years, his/her parent or guardian will be required to consent in writing to these terms and conditions. Photographic identification may be required upon collection of the prize.

Conditions and Method of Entry

5. To enter, entrants must submit a fully completed BowlsLink participant survey by using the prescribed survey form by midnight on Sunday August 27 2023. Incomplete or late submissions will not be considered.
6. To be eligible, the entrant must be a fully capitated Bowls Australia member. Non-members are ineligible for this promotion.
7. The Promoter prohibits entries that violate the rights of others or are unlawful, defamatory or obscene. The Promoter reserves the authority to reject entries that violate these standards.
8. The Promoter reserves the right, in its absolute discretion at any time, to verify the validity of entries and entrants (including but not limited to an entrant's identity) 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. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
9. Employees of the Promoter and their immediate families, partners, suppliers, providers and agencies associated with this Promotion are ineligible to enter the Promotion.
10. Entry to the Promotion will be free of charge.
11. Entries will be deemed accepted once the entrant has submitted a complete post-event survey via the prescribed online form. Entries that are incomplete or incomprehensible will be deemed invalid. No responsibility will be taken for lost or misdirected entries.

Use of Personal Information

12. The personal information that an entrant provides when entering the Promotion is collected, used and disclosed in accordance with the Promoter's Privacy Policy (available from <https://www.bowls.com.au/about-ba/key-documents/constitution-and-policies/>). The Promoter may use and disclose an entrant's personal information for the purposes of conducting and administering the Promotion, and other related activities across Australia including providing the entrant with promotional material, or otherwise in accordance with the Promoter's Privacy Policy. The Promoter may share an entrant's information with third parties such as promotional, marketing, publicity, research, profiling and analytical bodies however an entrant's information is not generally disclosed to anyone outside

Australia. The Promoter's Privacy Policy contains information about how an entrant may access and request correction of his/her personal information held by the Promoter or make a complaint about the handling of the entrant's personal information, and provides information about how a complaint will be dealt with by the Promoter. An entrant's registration may be rejected if the information is not provided. If an entrant does not wish to receive promotional material from the promoter, sponsors and third parties it must advise the Promoter via email or telephone or via specific opt-out procedures provided in the relevant communication.

13. The name, address, phone number, email address and any other relevant information of entrants may also be incorporated into the Promoter's mailing list for future promotional, marketing, publicity, research, profiling and analytical purposes. Entrants may be contacted via electronic text messages, email, mail, telephone or via social media such as Facebook private message function or Twitter.

Prize

14. There will be five (5) winners. Each winner will receive the following prize package:
 - a. One **(1)** \$50 Bowls Australia E-Store Voucher to be redeemed by September 30 2023.
15. The total prize package has a value of \$250, which is in Australian dollars and inclusive of GST.
 - a) To the extent permitted by law: (a) the Promoter makes no representations or warranties as to the suitability of the prize; and (b) no compensation will be payable if, for any reason, a winner is unable to use the prize as stated. The winner accepts the prize 'as is' and acknowledges that the Promoter accepts no responsibility for any tax implications that may arise from the prize.
 - b) The prize outlined in section 14 is non-transferable. Should the recipient wish to apply the prize to a person or persons other than themselves, they must seek written approval from the Promoter to do so. Any such requests will be treated on a case-by-case basis at the discretion of the Promoter.

How to win the prize

16. There will be five (5) winners in total. The winners of the Promotion will be selected in accordance with the criteria outlined within this document by Thursday August 31 2023.
17. The five winners will be selected by the Promoter from a list of all eligible entrants by the date prescribed in section 18, and chosen based on the skill and originality of their submission by the Promoter's BowlsLink Manager.
18. The winners will be notified after the Promoter has made its selection via email or other written correspondence by Friday September 1 2023. The Promoter reserves the right to amend this date for any relevant reason.
19. The Promoter reserves the right to select additional winners at random if a winner declines to accept the prize. The total amount of winners will not exceed five (5).
20. The Promoter reserves the right to void any entry into the Promotion for any reason outlined within these terms and conditions.
21. A representative of the Promoter will contact each recipient to prompt the claiming of the prize.
22. Prizes are as stated and cannot be varied or transferred or exchanged for cash or goods. In the event that for any reason whatsoever the winner does not take an element of the prize at the time stipulated by the Promoter, then that element of the prize will be forfeited by the winner and cash or goods will not be awarded in lieu of that element of the prize.

23. If the prize (or part of the prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, although is not obliged to do so.

General

24. In participating in the Promotion and accepting the prize, the winners agree to participate and co-operate as required in all editorial activities relating to the Promotion, including but not limited to being interviewed and photographed. The winners agrees to grant the Promoter a perpetual and exclusive licence to use such footage and photographs, as well as their actual entries in all media Australia wide and the winner will not be entitled to any fee for such use. The winner agrees they will not, and will ensure that any person on their behalf does not, sell or otherwise provide their story and/or photographs to any media or other organisation.
25. The Promoter is not responsible for any incorrect or inaccurate information either caused by programming associated with or utilised in this Promotion, or for any technical error, or any combination thereof that may occur in the course of the administration of this Promotion including any omission, interruption, deletion, defect, delay in operation or transmission, communications line, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.
26. If for any reason the Promotion is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter, which corrupt or affect the administration security, fairness or integrity or proper conduct of this Promotion, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, and cancel, terminate, modify or suspend the Promotion.
27. To the fullest extent permitted by law, the entrant releases and will release the Promoter from all claims that the entrant may have or may have had but for this release arising from or in connection with the entrant's participation in the Promotion (including the prizes) and will indemnify and will keep indemnified the Promoter in respect of any claim by any person arising as a result of or in connection with the entrant's participation in the Promotion (including the prizes).
28. Entry into the Promotion signifies acceptance of all conditions. The Promoter's decision will be final and cannot be contested. No correspondence will be entered into. The Promoter reserves the right to limit entry or amend rules if considered necessary without notice.
29. As a condition of accepting the prize, the winners may be required to sign legal documentation as, and in the form, required by the Promoter in its absolute discretion, including but not limited to a legal release and indemnity form.
30. The Promoter may require the winners to partake in media exposure for the Promoter, including but not limited to future promotional, marketing and publicity without any further reference, payment or other compensation. The Promoter may also use the name of the winners for promotional purposes without compensation.
31. These terms and conditions are governed by the laws of the State of Victoria, Australia. Each entrant agrees to submit to the non-exclusive jurisdiction of the courts of Victoria.