

Terms and Conditions

Participation

1. The Promotion is called "*People's Choice \$10K Summer Giveaway*" (**'Promotion'**).
2. The Promoter is Heritage and People's Choice Ltd trading as People's Choice Credit Union (**'People's Choice'**), ABN 11 087 651 125, Australian Financial Services Licence Number 244310 of 50 Flinders Street, Adelaide SA, 5000, phone: 13 11 82 (**'we', 'us', 'our'** or **'Promoter'**).
3. By entering this Promotion, each Entrant (**'you'**) agrees that the laws of South Australia apply to the conduct of the Promotion and the construction of these terms and conditions.
4. By entering this Promotion, Entrants accept and agree to abide by these Terms and Conditions of entry (**'Terms and Conditions'**). All entry instructions and prize information published by the Promoter form part of these Terms and Conditions. If there is any conflict between these Terms and Conditions and any other published material, these Terms and Conditions will prevail.
5. The Promotion is conducted in all Australian states and territories. The Promotion is authorised under the following permits: SA: T23/1767 NSW: NTP/08208 ACT:TP23/02312.
6. The Promotion is conducted in accordance with the legislation applying to promotions of this type in each State and Territory in which it is conducted.
7. The Promotion period commences at 9:00am (ACDT) on Friday, 8 December 2023 and closes at 9:00am (ACDT) on Monday 15 January 2024 (**'Promotion Period'**).

Eligible Entrant

8. The Promotion is only open to individuals, during the Promotion Period, who:
 - a. are Australian residents.
 - b. are aged 18 years or over during the time of the Promotion;
 - c. are not office holders, employees or contractors of:
 - i. Heritage and People's Choice Ltd; or
 - ii. any agencies or companies associated with the Prize; and
 - iii. including their immediate family members;
 - d. provide accurate and truthful answers to the Promotion entry form's questions, including their:
 - i. first name;
 - ii. last name;
 - iii. email address;
 - iv. contact phone number;
 - v. post code; and
 - vi. any additional information sought.
 - e. agree to accept the Promotion's Terms and Conditions; and
 - f. agree to receive marketing from People's Choice;

(referred to as an **'Eligible Entrant'**).

Entry

9. An Eligible Entrant must complete the Promotion's entry form available at www.peopleschoice.com.au/strikers-summer-giveaway-2023 to enter the Promotion.
10. Entry into this Promotion is free for an Eligible Entrant.
11. An Eligible Entrant is only permitted to enter one (1) time into the Promotion. If multiple entries are received, only the first entry of the Eligible Entrant will be entered into the draw.
12. All Eligible Entrants have an equal chance of winning the Prize.

13. Completed entry forms must be received by the Promoter during the Promotion Period. No responsibility is accepted for late, lost, or misdirected entries
14. If there is a question that arises about whether an Eligible Entrant's entry into the Promotion is valid, this will be determined by the Promoter in its absolute discretion.
15. The Promoter reserves the right, at any time during the Promotion, to verify the validity of the Entries and Entrants and may disqualify:
 - a. any Entrant who has acted not in accordance with these Terms and Conditions; or
 - b. any Entrant who has tampered with the Entry process (including, but not limited to, tampering by use of automated Entry software or techniques).

Draw and Prizes

16. There will be only one (1) main Prize drawn in this Promotion and only one (1) Prize Winner in this Promotion.
17. The first valid entry drawn by an electronic random number generator at 11:00am (ACDT) on Thursday 18 January 2024 at 50 Flinders Street, Adelaide, SA 5000 (**'Draw'**) will win the Prize (**'Prize Winner'**).
18. The Prize consists of:
 - a. a. ten (10) x Eftpos gift cards* to the value of \$1,000 each, totally \$10,000; and
 - b. b. one (1) x BBL Adelaide Strikers signed merchandise pack (valued at \$500 inc GST) comprising a signed Adelaide Strikers shirt and bat signed by members of the BBL Adelaide Strikers team.
 - c. *Eftpos gift card terms and conditions can be found [here](#).

(collectively, the **'Prize'**).
19. The Promoter will notify the Prize Winner that they have won the Prize via email within two (2) business days after the Draw via the Prize Winner's email address retained from the completed Promotion entry form, outlining how the Prize is to be redeemed.
20. The Prize Winner's details, including initial of their first name, last name and their postcode, will also be published on the Promoter's website peopleschoice.com.au by Friday, 26 January 2024 for a minimum period of 28 days.
21. The Prize must be claimed by the Prize Winner within two (2) weeks of the Prize Winner being notified.
22. Once the Prize has been claimed, the Eftpos gift cards component of the Prize will given to the Prize Winner by Thursday 1 February 2024 by 5.00pm (ACDT).
23. If the Prize has not been claimed by the Prize Winner within the specified two (2) week period, the Promoter will redraw a new Prize Winner (**'Redraw'**).
24. The Redraw will be conducted in the same manner as the Draw, on Thursday, 1 February 2024 at 11:00am (ACDT) at 50 Flinders Street, Adelaide SA 5000.
25. The Redraw Prize Winner will be contacted in the same manner as the Draw's Prize Winner.
26. Details of the Redraw Prize Winner will be published in the same manner as the Draw Prize Winner.
27. The Promoter may request the Prize Winner (and/or the Redraw Prize Winner) to provide proof of identity and their residency when collecting the Prize. Identification considered suitable for verification is at the sole discretion of the Promoter.
28. By accepting the Prize, the Prize Winner agrees to participate in the Promotion's marketing and advertising activities relating to the Promotion (such as publicity), including their name, likeness, image and/or voice (including any photograph, film and/or recording of them) in promotional

material in any form of media at any time without notification or compensation, financial or otherwise.

29. The issuer of the Prize is the Promoter. The Prize is non-transferable, non-refundable, non-exchangeable, non-replaceable and non-redeemable for another Prize, except at the Promoter's discretion and subject to relevant State/Territory legislation. A Prize Winner is not entitled to any difference between the value of a Prize (at the time the Prize is awarded) and the recommended retail price (if any). If any prize (or part of any 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 subject to any written directions from a regulatory authority. Cash will not be awarded as a substitute

General

30. To the greatest extent permitted by law, the Promoter excludes all warranties, representations or guarantees regarding the Promotion and will not be liable for any loss, damage or personal injury whatsoever which is suffered or sustained (including but not limited to indirect or consequential loss) as a result of, in connection with, or arising out of the Promotion, a person's entry being deemed to be invalid, or the taking by a winner of the Prize. By entering the Promotion, the entrants release and indemnify the Promoter from any such liability. In addition, the Promoter is not liable for any additional costs associated with the taking by a winner of the Prize and any expense incurred beyond the specified Prize will be the responsibility of the winner.
31. Failure by the Promoter to enforce any of its rights at any stage of the Promotion does not constitute a waiver of these rights.
32. The Promoter's decision is final in relation to all matters in this Promotion and no correspondence will be entered into.
33. The Promoter accepts no responsibility for any tax implications that may arise from the Promotion or the payment of the Prize to the Prize Winner. The Prize Winner should seek their own independent advice in this regard.
34. The collection and disclosure of personal information provided in connection with this Promotion will be handled in accordance with the Promoter's Privacy Policy, which adheres to the *Privacy Act 1988* (Cth) and the Australian Privacy Principles. A copy of the Promoter's Privacy Policy is available at www.peopleschoice.com.au/privacy or upon request.
35. Entrants agree and consent to the Promoter using and disclosing the Entrant's personal information for the purposes of conducting the Promotion, awarding the Prize and any other matter connected to, or incidental to, the Promotion..
36. Entry into the Promotion also entitles the Promoter and any related companies to let the Entrant know from time to time about news, offers, products and services they might be interested in (by any medium, including telephone, email, mail, SMS or online marketing). Entrants consent to the:
 - a) use and disclosure of their personal information in order to undertake direct marketing by us of offers, services and products of People's Choice and other third parties which they may be interested in, subject to applicable laws;
 - b) use and disclosure of their personal information in order to undertake direct marketing promoting the Promotion and future promotions run by us, subject to applicable laws.

Entrants may unsubscribe from marketing communications at any time using information contained in a marketing message or by making this request by contacting us on 13 11 82. An individual can opt out at any time, but if they do so prior to the competition close, they will not be included in the draw.

37. If for any reason this Promotion is not capable of proceeding in the manner described in these Terms and Conditions, including but not limited to fraud, natural disasters or causes beyond the control of the Promoter, or anything which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter may in its absolute discretion cancel, terminate, modify or suspend the Promotion, at any time, subject to any directions from a regulatory authority.
38. The Promotion is not sponsored, endorsed or administered by, or associated with, Facebook or any other social media platform (**'Social Media'**). Participants understand and agree that they are providing their information to the Promoter and not to Social Media. By entering this Promotion, each Participant releases any Social Media from any action or claim arising out of the Promotion. Any questions, comments or complaints regarding this Promotion must be directed to the Promoter, not Social Media. At all times, Participants agree to act in accordance with the relevant Social Media Terms of Use, including without limitation, the Facebook Statement of Rights and Responsibilities, which can be viewed at www.facebook.com/terms.php, and other related policies.