

# Competition Terms and Conditions

1. Participation in the Competition is subject to the following terms and conditions and includes all information we provide on how to enter and prizes available. By submitting an entry into the Competition, you are indicating to us that you agree to be bound by these terms and conditions. Only entries that comply with these terms and conditions will be considered valid and eligible to win.
2. The Promoter is Fryer Barry Orthodontists ABN 98 166 245 437, 70 Kembla Street, Wollongong, 1300 272237, smile@fabortho.com.au.

## COMPETITION PERIOD

3. The competition commences at 9am AEST on 01/06/21 and ends at 5PM AEDT on 15/12/2021 (**Competition Period**). Eligibility for this competition will also be given to those who had their braces or clear aligners fitted by Fryer and Barry Orthodontists between the period of AEDT 9am on 01/01/21 through to AEST 9am on 01/06/21.

## WHO CAN ENTER THE COMPETITION

4. You are eligible to enter the Competition if you are:
  - 4.1 ordinarily resident in the Illawarra region of New South Wales; and
  - 4.2 aged 18 years or over (**Eligible Entrants**); or
  - 4.3 aged 16 years or over and have the consent of your parent or guardian to enter; and
  - 4.4 not an Ineligible Person

## INELIGIBLE ENTRANTS

5. If a winner is under 18 years of age, then the Promoter reserves the right in its absolute discretion to award the prize to the winner's parent or guardian and to require that the parent or guardian execute such acknowledgment, indemnity and release as reasonably required in the circumstances.
6. Ineligible Person means any director, manager, employee of the Promoter, retailers, suppliers, associated entities and agencies associated with this Competition, or any immediate family member of any of those persons.

## HOW TO ENTER THE COMPETITION

7. To enter, Eligible Entrants must, during the Competition Period:
  - 7.1 Book in and have their braces or clear aligners fitted with Fryer Barry Orthodontists before 5pm AEDT on December 15th 2021, to be eligible for the chance to win.
8. Multiple entries are permitted if more than one family member has braces or clear aligners fitted during the competition period, subject to compliance with these terms and conditions.
9. It is the responsibility of the entrants to ensure they are booked in and have their braces or clear aligners fitted before 5pm AEDT on December 15<sup>th</sup> 2021.
10. Entry will be automatically awarded to all entrants who meet the requirements as outlined in Clause. 7.1

11. Automatic entry will also be awarded to those who have already had their braces or clear aligners fitted by Fryer and Barry Orthodontists during the period of AEDT 9am on 01/01/21 through to AEST 9am on 01/06/21.
12. If for any reason an entrant wishes not to be automatically included in the prize draw, it is their responsibility to notify the Promoter, Fryer and Barry Orthodontists via email at [smile@fabortho.com.au](mailto:smile@fabortho.com.au) or by telephone 1300 272237.

#### **DRAW DATE AND TIME**

13. All valid entries will be included in the draw.
14. The draw will take place at 11am AEDT on 16/12/2021 at 70 Kembla Street, Wollongong (**Prize Draw Date**).
15. The first valid entry drawn will be the winner of the prize (**Winner**).
16. The Prize will be announced and distributed in accordance with clause 22 below. Winning is not contingent on being present at the draw.
17. The Prize Draw will be scrutinised by an independent person, unless an exemption is granted by a regulatory authority.

#### **PRIZE(S)**

18. The Prize awarded will be equal to 50% of the cost of the winners' treatment plan for their braces or clear aligners. The prize will be awarded to the winner either via a) their treatment plan being reduced to 50% of the original quoted price or b) if the winner has already paid more than 50% of the original quoted price to Fryer Barry Orthodontists then cash to the value of the difference will be paid to the winner via bank cheque, or by electronic funds transfer to the winner's nominated bank account. The maximum prize value to be awarded is \$4000.
19. All taxes (excluding GST), which may be payable as a consequence of receiving the prize, are the sole responsibility of the winner.
20. The Promoter is not liable for any loss, damage or injury suffered (even if caused by negligence) as a result of the Winner(s) accepting and/or using the Prize, except for any liability which cannot be excluded by law.
21. Promoter is not responsible or liable for any loss, damage or injury suffered by any winner as arising from, or in connection with the Prize supplied by the prize supplier, or the conduct of the prize supplier.

#### **PRIZE DELIVERY**

22. Prizes will be delivered, paid or transferred to the winner within 30 days.

#### **PRIZE SUBSTITUTION**

23. In the event that the Prize (or any part of the Prize) becomes unavailable for reasons beyond the Promoter's control, the Promoter may substitute a prize (or the relevant part of a prize) with a prize of equal or greater value subject to any contrary direction from a regulatory authority.

#### **WINNER NOTIFICATION AND PUBLICATION**

24. The winner will be notified within 2 business days of the prize draw.

25. The winner will be notified in writing by email or by SMS to the email address or phone number submitted at the time of entry.
26. The name of the winner will be published on the Promoters website and Facebook page for a minimum of 28 days on and from AEDT 9am on 20/12/2021.

#### **UNCLAIMED PRIZES**

27. All prizes will be distributed during or after the close of the Competition.
28. The Promoter will make reasonable efforts to identify and locate the Prize winner.
29. If any Prizes (other than perishable prizes) remain unclaimed within three months after Prize Draw, an unclaimed prize draw will be held at Fryer Barry Orthodontists, 70 Kembla Street, Wollongong on 01/04/2022 at 10am AEDT subject to the approval of any necessary regulatory authority (**Unclaimed Prize Draw**).
30. Winners of the Unclaimed Prize Draw will be notified in the same manner as set out in clause 25 above. Winners names will be published in the same manner as set out in clause 26 above.
31. The Promoter assumes no responsibility for any failure to receive an entry or for inaccurate information or for any loss, damage or injury as a result of technical or telecommunications problems, including security breaches. If such problems arise, then the Promoter may (where necessary with the approval of the relevant lottery authority) modify, cancel, terminate or suspend the promotion.

#### **USE OF ELIGIBLE ENTRANT'S PERSONAL INFORMATION**

32. Personal information including Eligible Entrant's name, address, telephone number, email and nominated bank account details will be collected and used for the purpose of conducting this Competition. This may require disclosure to third parties, including local regulatory authorities and the Promoter's agents or third party service providers, for the purpose of conducting the Promotion, or for promotional and marketing purposes (including for direct marketing) (Purpose).
33. By entering this Competition, Eligible Entrant's consent to the use of their personal information for the Purpose, and that the Promoter may contact them for future marketing and material purposes without payment. Eligible Entrants agree that the Promoter may use this information for that purpose.
34. Eligible Entrants may access, change or update their personal information by emailing the Promoter on [smile@fabortho.com.au](mailto:smile@fabortho.com.au) or by phone at 1300 272237 during office hours. A copy of the Promoter's Privacy policy is available at [www.fryerbarry.com.au](http://www.fryerbarry.com.au). The Privacy Policy contains information about how individuals may access or correct personal information or make a privacy related complaint.

#### **INTELLECTUAL PROPERTY AND MORAL RIGHTS**

35. By entering this Competition, Eligible Entrants license the Promoter to use the content of their entry in any way the Promoter wishes (including modifying, adapting, copying, publishing, broadcasting or communicating the entry whether in original or modified form in whole or in part) in all media in perpetuity without payment to the Eligible Entrant of royalties or compensation.
36. By entering this Competition, Eligible Entrants consent to the Promoter dealing with their entry content in any way that may otherwise infringe the Eligible Entrants moral rights and agree not to assert their moral rights (wherever such rights are recognised) in respect of their entry against the Promoter or its assigns, licensees or successors.

37. Eligible Entrants warrant that their entry is not in breach of any third party intellectual property rights.

## **PUBLICITY**

38. Eligible Entrants consent to the Promoter using their name, likeness, image and/or voice in the event that they are a winner in any media for an unlimited period of time without remuneration or compensation for the purpose of promoting this Competition (including any outcome) and/or promoting any products manufactured, distributed and/or supplied by the Promoter.

## **SOCIAL MEDIA PLATFORMS**

39. The Promoter is not responsible for any loss, damage or injury to Eligible Entrants resulting from entering or participating in this Competition including arising from any comments made, or material published, by third parties about the participant on any social media platform in connection with this Competition.

## **GENERAL CONDITIONS**

40. The Promoter's decision is final and binding and no correspondence will be entered into. The Promoter accepts no responsibility for late, lost or misdirected entries or other communications. Entries will be deemed void if illegitimate, forged, manipulated or tampered with in any way.
41. Should an Eligible Entrant's contact details change during the Competition Period, it is the Eligible Entrant's responsibility to notify the Promoter. A request to access or modify any information provided as part of the redemption of a Prize should be directed to Promoter.
42. The Promoter reserves the right to request verification of the social media profile of eligible entrants and of the age, identity, residential address of winners and any other information relevant to entry into or participation in this promotion. Verification is at the discretion of the Promoter, whose decision is final. The Promoter reserves the right to disqualify any individual who submits an entry that is not in accordance with these terms and conditions, or who is involved in any way in interfering or tampering with the conduct of this promotion. Failure by the Promoter to enforce any of its rights does not constitute a waiver of those rights.
43. The Promoter reserves the right to disqualify any individual who is involved in any way in interfering or tampering with the conduct of this Competition has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Competition.
44. The Winner has rights under the Australian Consumer Law and other similar legislation which cannot be excluded, restricted or modified by the Promoter. These terms and conditions do not exclude, restrict or limit those statutory rights in any way. However, to the extent that it is permitted to do so, the Promoter (including its officers, employees and agents) excludes all liability whether arising in tort (including without limitation negligence), contract or otherwise for any personal injury or any other loss or damage (including without limitation loss of opportunity or loss of profits) whether direct, indirect, special or consequential, arising in any way out of the Competition, including, without limitation:
- (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 that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;
  - (d) any variation in market value to that stated in these terms and conditions;
  - (e) any tax implications; or

(f) the Prize or use of the Prize.

45. If for any reason beyond the reasonable control of the Promoter this Competition is not capable of running as planned, the Promoter reserves the right in its sole discretion to take any action that may be available to it, and to cancel, terminate, modify or suspend the Competition, unless to do so would be prohibited by law.
46. The Promoter reserves the right to cancel, terminate, modify or suspend the Competition or amend these terms and conditions, subject to any directions from a regulatory authority.