



COMPETITION TERMS OF ENTRY - GAME OF CHANCE

Schedule to Terms of Entry

This Schedule together with the Terms of Entry constitute the Competition Terms of Entry for the Promotion. Please read the Terms of Entry attached to this Schedule which applies to the Promotion.

1.	Promotion	Back to school – Win one of 20 air purifiers	
2.	Promoter	Asthma Australia Ltd ABN 91 609 156 630 Level 13 Tower B, 799 Pacific Highway, Chatswood, New South Wales 2067, Australia 1800 278 462 info@asthma.org.au www.asthma.org.au	
3.	Promotion Period	Start Date: Entry into the promotion commences at: 09:00am AEST, Monday 20 th January 2025 End Date: Entry into the promotion closes at: 12:00pm AEST, Friday 14 th February 2025	
4.	Eligible States and Territories Clause 2	ACT NSW QLD	SA TAS VIC
5.	Entrants Clause 2	Entry is open to residents of the Eligible States and Territories aged eighteen (18) years or over (Entrants). Employees (as well as their immediate family members) of the Promoter, retailers, suppliers and associated companies and agencies are not eligible to enter in the Promotion.	
6.	Maximum Number of Entries Clause 3	Entrants may only submit one entry for the promotion. For the avoidance of doubt, unless otherwise expressly stated, Entrants may only win one (1) prize each in the Promotion.	
7.	Entry Method Clause 3	Visit www.asthma.org.au (Site) and complete the online form set up in Active Campaign CRM, read the Terms & Conditions on our Site, and click submit. Entrants must enter the Promotion in their own name and will be required to provide all mandatory information that may include, but is not limited to, the Entrant's full name, email and state.	
8.	Entry Restrictions	N/A	
9.	Draw Details Clause 4	Draw Date: 18th February 2025 Draw Time: 1:00pm AEST Draw Location: Level 7 Transport House, 230 Brunswick Street Fortitude Valley QLD 4006 Draw Method: Electronic random draw Sequence of Draws: All 20 winners will be drawn simultaneously.	

		Subsequent Draw Dates: N/A
10.	Prize Clause 7-9	The Prize is 1 of 20 Initial InspireAir 72 HEPA Air Purifiers.
11.	Total Prize Pool	\$10,080 (Initial InspireAir 72 Air purifiers - \$504 each x20)
12.	Permits	NSW Authority Number: TP/02828 SA Permit Number: T24/2202 ACT Permit Number: ACT TP 24/02873
13.	Prize Restrictions Clause 7-9	N/A
14.	Total Prize Value	Initial InspireAir 72 HEPA Air Purifier - \$504 each
15.	Notification of Winners Clause 10	Winners will be notified in writing by one or more of the following by 5:00pm AEST, Friday 21st February 2024. <input type="checkbox"/> mail <input checked="" type="checkbox"/> email <input checked="" type="checkbox"/> telephone <input type="checkbox"/> website(s) <input checked="" type="checkbox"/> social media
16.	Prize Claim Date Clause 11	Prizes must be claimed by 5:00pm AEST Friday 25 ^h April 2025.
17.	Unclaimed Prize Redraw Clause 11	If the prize is not claimed by the Prize Claim Date, a new winner will be drawn. Redraw Date: Tuesday 29th April 2025 Redraw Time: 12:00pm AEST Redraw Location: Level 7 Transport House, 230 Brunswick Street Fortitude Valley QLD 4006 Redraw Method: Electronic random draw
18.	Notification of Unclaimed Prize Winners	Unclaimed prize winners will be notified by one or more of the following by 5:00pm AEST, Friday 14th March 2024. <input type="checkbox"/> mail <input checked="" type="checkbox"/> email <input checked="" type="checkbox"/> telephone <input type="checkbox"/> website(s) <input checked="" type="checkbox"/> social media
19.	Prize Delivery Clause 7	Each prize will be delivered by a third party to the winner's postal address as provided.
20.	Additional Conditions	N/A
21.	Privacy Policy	https://asthma.org.au/privacy-statement/

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1. Schedule and Terms of Entry

- a) These Terms of Entry must be read together with the Schedule for this Promotion. The Schedule defines certain terminology used in these Terms of Entry. By entering the Promotion, Entrants accept these Terms of Entry.
- b) To the extent of any inconsistency between the Schedule and these Terms of Entry, the Schedule prevails. For the avoidance of doubt, the Promoter's General Terms of Entry (available on the Site) do not apply to this Promotion.

2. Eligible Entrants

- a) Eligible States and Territories. Entry is open only to residents of the Eligible States and Territories specified in the Schedule (refer to checked boxes) who comply with the Age Restriction.
- b) Associated persons and entities. Directors, officers, management, employees and other staff (and the immediate families of directors, officers, management, employees and other staff) of the Promoter or of its related bodies corporate, or of the agencies or companies associated with this Promotion are ineligible to enter.
- c) Using different identities. Any person who is discovered to have used or attempted to use any more than one name in order to enter any Promotion run by the Promoter except in the case of a legal change of name in this Promotion is ineligible to enter this Promotion.
- d) Correct Information. Entrants must only register in their own name. Any entries of an Entrant who is deemed by the Promoter to have provided incorrect, misleading or fraudulent information may, at the sole discretion of the Promoter, be deemed invalid.
- e) Proof. The Promoter may require Entrants to promptly provide identification including (without limitation) proof of identity, proof of age and proof of residency (to the Promoter's satisfaction, at its sole discretion) in order to confirm the Entrant's identity, age, residential address, eligibility to enter, participate and claim a Prize. In the event that the Entrant fails to produce such proof that Entrant will be ineligible for the Promotion.
- f) Incomplete and ineligible entries. Incomplete and ineligible entries will be deemed invalid. Entries will also be deemed invalid if they breach these Terms & Conditions or any other content guidelines notified by the Promoter.

3. Entry Method

- a) Promotion Period. To enter the Promotion, Entrants must follow the Entry Method during the Promotion Period. Entries must be received by the Promoter during the Promotion Period. Entrants may submit up to the Maximum Number of Entries.
- b) Online Entry. Online entries are deemed to have been received at the time of receipt by the Promoter and not at the time of transmission. Costs associated with accessing any Website remain an Entrant's responsibility and may vary depending on Internet Service Provider used.
- c) Social Media Entry. If this Promotion is conducted or involves entry via a social media platform, the following will apply:
 - (i) an Entrant's entry must be submitted by the individual Entrant;

- (ii) Entrants must ensure their security settings on their personal account allows the Promoter to contact them in the event that the Entrant is a winner;
 - (iii) use of social media platforms is subject to the terms and conditions of use of that social media platform;
 - (iv) Entrants acknowledge that the Promotion is in no way sponsored, endorsed or administered by, or associated with, any social media platform. The winner is solely responsible and liable for the content of their entries and/or posts and any other information they transmit to other Internet users; and
 - (v) to the extent permitted by law, the winner agree to release any and all social media platforms (and their associated agencies and companies) used in conjunction with this Promotion, against any and all losses, actions, claims, costs, expenses and damages (of any nature) which may be incurred by the winner and their companions in respect of their participation in the Promotion.
- d) Automated entry. Any form of automated entry using any device or software, or other mechanical, electronic or other means that allow an Entrant to automatically enter the Promotion repeatedly is invalid and will render all entries submitted by the Entrant invalid. Entries are deemed to be received at the time of receipt by the Promoter not at the time of transmission by the Entrant.

4. Entries and Draw

- a) The draw/s will be conducted in accordance with the Draw Details. The Prize will be awarded to a valid Entrant or Entrants (as applicable) randomly drawn in accordance with the Draw Details and Prize details specified in the Schedule (**Winner**). Where more than one Prize is available, each Winner may only win one Prize.
- b) Where the Prize (as described in the Schedule) consists of multiple items or Prizes which are each separately redeemable by a Winner, the first such item or Prize will be drawn on the Draw Date and each subsequent item or Prize will be drawn on the Subsequent Draw Dates in accordance with the Draw Details.
- c) As the Promotion is a game of chance, and subject otherwise to these Terms of Entry, skill plays no part in determining the Winner and each valid entry will NOT be individually judged. Each entry has an equal chance of winning. The Winner will be confirmed by the Promoter. The Promoter's decision is final and no correspondence will be entered into with Entrants regarding the decision.
- d) Entries that, in the Promoter's judgment, contain offensive, defamatory or otherwise objectionable or inappropriate material or that infringe any third-party rights (including intellectual property rights) will be invalid. This includes, but is not limited to, any entry which the Promoter considers to be disparaging to its products and/or services or is otherwise not in keeping with the spirit of the Promotion (in the Promoter's sole and absolute discretion).
- e) Once an entry is submitted, Entrants acknowledge that the entry may not be withdrawn, altered or deleted (except as and where required by the Promoter).

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- f) Entrants are responsible for all expenses incurred when entering the Promotion and accessing, claiming and/or using the Prize (unless otherwise stated on the Site).
- g) If a Winner's entry is deemed or found to be invalid, the Promoter may redraw or decide on another winning entry.

5. Use of Entries

- a) By entering this Promotion, an Entrant consents to their voice, name, image, location, content of their entry and any other information submitted to the Promoter being published in any form of media by the Promoter, the Promotion's prize supplier and any promotional partners associated with the Promotion.
- b) Use or any publication of entries during or after the Promotion Period (in any form of media) does not mean that an Entrant has been selected as a winner in the Promotion, and that Entrant may not be awarded a Prize.

6. Intellectual Property Rights

- a) Each entry must not include or make reference to the intellectual property rights of any person including but not limited to any visible logos, drawings, cartoons, phrases, trademarks, copyrighted material, mark that identifies a brand or other third party materials, unless the entry is submitted with the written consent of the owner of the applicable intellectual property rights. Failure to do so may, in the Promoter's sole absolute discretion, result in the entry becoming invalid.
- b) All intellectual property rights in the entries vest in the Promoter upon submission of the relevant entry. Where the Promotion involves submission of any materials including but not limited to answers to questions, a statement, idea or opinion, video or voice recordings, images, works of art, designs or photographs (**Content**), all Entrants represent, warrant and agree that:
 - a) the Content must not contain any viruses or cause or be likely to cause any injury or harm to any person or entity;
 - b) the Content must be the work of the individual submitting it;
 - c) the Content must not have been published elsewhere or have won a prize in any other competition or promotion;
 - d) Entrants have obtained all appropriate consents and/or permission relating to a person who appears in, or whose property appears in, the Content;
 - e) the submission of the Content does not infringe the intellectual property rights of any third party and that the Content they are submitting is their own work and that they own the copyright for it;
 - f) the Promoter may remove or decline to publish any Content without notice to the relevant Entrant;
 - g) the Promoter may use their likeness, image and/or voice in the event that the Entrant is the Winner (including photograph, film or recording) in any media whatsoever throughout the world for the purpose of promoting this Promotion or other similar promotions and promoting any products manufactured, distributed and or supplied by the

Promoter. The Entrant will not be entitled to any remuneration for such use.

7. Prize (General)

- a) General. The Prize for this Promotion is specified in the Schedule and the total prize value is specified in the Total Prize Value section of the Schedule.
- b) The winner/s full name and city of origin will be published in a national newspaper, and/or on the Promoter's website, or on the Promoter's social media accounts, including but not limited to, Facebook, Twitter and Instagram. Such publication will be done within 30 days of the Draw Date. It is a condition of entry into the Promotion that the winner/s consents to the publication of such information and participates in any media releases which may include photographs of the winner/s by the Promoter. By entering into this Promotion, Entrants consent to the use of their names and likenesses in this manner.
- c) No transfers or exchanges. The Prize must be taken as offered and cannot be varied. No prize is transferable or exchangeable, nor can it be redeemed for cash (unless otherwise indicated). In the event for any reason a winner does not take an element of any Prize at the time stipulated by the Promoter then that element of the Prize will be forfeited by the winner and cash will not be supplied for that element of the Prize.
- d) Variation in Prize value. The Promoter accepts no responsibility for any variation in Prize value. Where a Prize (or part thereof) is unavailable for any reason and the Promoter has used all reasonable efforts to arrange the Prize, the Promoter may substitute for that Prize another item of equal or higher value as determined by the Promoter, subject to any written directions from a regulatory authority.
- e) Prize Delivery. Prizes will be provided by the Promoter or a delegate of the Promoter to the winner as stated in the Prize Delivery section of the Schedule. The winner must be present to accept the delivery. Should circumstances outside the Promoter's control occur, which cause a delay in delivery of the Prize, the Promoter will not be liable.
- f) The Promoter and/or any supplier of the Prize or any part of the Prize may in their absolute discretion:
 - a. reserve the right to refuse to allow the Winner or their companion(s) (if any) to take part in any or all aspects of the Prize if they reasonably believe the Winner or their companion(s) (if any) represent a safety risk or for any other reason; and
 - b. may cancel the relevant component of the Prize if the conditions are deemed dangerous.

8. Cash Prize

- a) If the Prize includes cash it will be electronically transferred into the prize winner's nominated Australian bank account (or to the nominated bank account of the winner's parent/guardian if the winner is under 18 years of age).

9. Vouchers and Tickets

- a) If the Prize includes vouchers, all vouchers are valid until the voucher expiry date as specified on the voucher or by the

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provider of the voucher. Vouchers are subject to the conditions stipulated by the provider of the voucher.

- b) If the prize includes tickets, all tickets are valid for the date or period as indicated on the tickets. Tickets are subject to the conditions stipulated by the provider of the tickets.

10. Notification of Winners

The winner/s will be notified as stated in the Notification of Winners section of the Schedule.

11. Prize Claim Date

- a) The Prize(s) must be claimed by the Prize Claim Date in accordance with any claim instructions set out in the Schedule, or it will be deemed forfeited by the Entrant. The Promoter may require the Winner(s) to provide relevant evidence in order to claim the Prize, such as proof of identity, age, and any relevant proof of purchase.
- b) If any Prize is not claimed by the Prize Claim Date, the Promoter reserves the right to conduct further draws to determine a winner for that Prize as stated in the Unclaimed Prize Draw section of the Schedule, subject to any directions from a regulatory authority. The alternative Winner, if any, will be notified in accordance with the Schedule, specifically Notification of Unclaimed Prize Redraw Winners.
- c) If a Prize is no longer capable of being redeemed, the new winner/s will receive a Prize, as determined by the Promoter, of equivalent value (as if the original Prize had been awarded to that person, less any administrative expenses incurred by the Promoter), subject to the approval of the relevant authorities in the Eligible States and Territories, if required. If no details are specified in the Unclaimed Prize Draw section of Schedule, any unclaimed Prize (or part thereof) will be distributed at the Promoter's discretion.

12. Disqualification

- a) Compliance with Terms of Entry. If the Promoter becomes aware after an Entrant has won a Prize that the Entrant has not complied with these Terms of Entry, that Entrant will have no entitlement to the Prize, even if the Promoter has announced them as a winner. That Entrant will be required to return, refund or otherwise make restitution of the Prize.
- b) Tampering. The Promoter reserves the right to verify the validity of any entries and in its sole discretion, disqualify any or all entries from, and prohibit further participation in this Promotion by, any person who: (a) tampers with or benefits from any tampering with the entry process or with the operation of the Promotion; (b) acts in violation of these Terms of Entry; (c) acts in a disruptive manner; (d) acts with the intent to annoy, abuse, threaten or harass any other person; or (e) engages in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
- c) For the avoidance of doubt, the winner can be disqualified after the winner is notified and published under this clause 12. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. No compensation

will be payable if the winner or their companion are unable to use any element of the Prize for whatever reason.

13. Indemnity Form

If requested by the Promoter, any Entrant must sign an indemnity and exclusion of liability form provided by the Promoter prior to participating in any activities in connection with the Promotion or prior to taking a Prize. Failure to do so means the Promoter may deem that entry invalid.

14. Exclusion of Liability

- a) Despite anything to the contrary, but subject to the Non-Excludable Guarantees, the Promoter, its promotional partners, prize suppliers and their related bodies corporate will not be liable for any direct or indirect loss (including, without limitation, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this Promotion or accepting or using any Prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
- b) Without limiting the previous paragraph, the Promoter and its associated agencies and companies will not be liable for any damage to or delay in transit of Prizes.
- c) The Promoter accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise.
- d) The Promoter has no control over communications networks or services, the Internet, or computer or telephone networks or lines and accepts no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise.
- e) A party's liability for any liability in relation to these Terms and Conditions will be reduced proportionately to the extent the relevant liability was caused or contributed to by the acts or omissions of the other party, including any failure by that other party to take reasonable steps to mitigate its loss.
- f) Neither party will be liable for any delay or failure to perform their respective obligations under these Terms and Conditions if such delay or failure is caused or contributed to by a Force Majeure Event. **Force Majeure Event** means any event or circumstance which is beyond a Party's reasonable control including but not limited to, acts of God including fire, hurricane, typhoon, earthquake, landslide, tsunami, mudslide or other catastrophic natural disaster, civil riot, civil rebellion, revolution, terrorism, insurrection, militarily usurped power, act of sabotage, act of a public enemy, war (whether declared or not) or other like hostilities, ionising radiation, contamination by radioactivity, nuclear, chemical or biological contamination, any widespread illness, quarantine or government sanctioned ordinance or shutdown, pandemic (including COVID-19 and any variations or mutations to this disease or illness) or epidemic.

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15. Australian Consumer Laws

Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify any legislation which cannot lawfully be excluded or limited, including the statutory consumer guarantees as provided under the *Competition and Consumer Act 2010* (Cth) or any other applicable State or Territory legislation (**Non-Excludable Guarantees**). **Conduct of Promotion**

16. Conduct of Promotion

- a) Amendments. If for any reason any aspect of this Promotion is not capable of running as planned, the Promoter may, in its sole discretion and subject to relevant regulatory approval, cancel, terminate, modify or suspend the Promotion, invalidate any affected entries and/or, if necessary, provide an alternative prize to the same value as the original prize, subject to State or Territory regulation.
- b) Amendment of Promotion. Without limiting any other paragraph, the Promoter may at its sole discretion amend any aspect of this Promotion or of these Terms of Entry from time to time, subject to applicable laws in each Relevant State.
- c) Currency. Unless the contrary intention appears, a reference in these Terms of Entry or the Schedule or in any advertisement relating to this Promotion to Australian dollars, dollars, AUD\$ or \$ is a reference to the lawful currency of Australia.
- d) Compliance with Terms of Entry. If an Entrant is unable to or refuses or fails to take part in any element of this Promotion or an Entrant or entry is deemed not to comply with these Terms of Entry, that Entrant's entry to the Promotion will be invalid.
- e) Online entries. If a dispute arises as to the identity of an online Entrant, the entry will be deemed to have been submitted by the authorised account holder of the email address. The Promoter may ask any Entrant to provide the Promoter with proof that they are the authorised account holder of the email address associated with the entry.
- f) Legal Warning. Any attempt to cause malicious damage or interference with the normal functioning of the Site or to otherwise undermine the legitimate operations of the Promotion may be a violation of criminal and civil laws and the Promoter reserves the right to seek damages to the fullest extent permitted by law.

17. Personal Information

- a) Privacy Policy. The Promoter collects personal information from all Entrants in order to conduct the Promotion and may, for this purpose, collect, use and disclose such information to third parties, including but not limited to agents, contractors, service providers, Prize suppliers and as required, to regulatory authorities. Please see the Promoter's Privacy Policy (linked in the Schedule) and any privacy collection notice provided, for more information about how the Promoter handles your personal information. A copy of the Promoter's Privacy Policy in relation to the treatment of Personal Information collected in connection with this Promotion may be accessed on the Promoter's website at <https://asthma.org.au/privacy-statement/>.

- b) Collection Statements. By entering and participating in the Promotion in the manner required, or otherwise providing personal information to the Promoter, Entrants agree to the collection, use, storage and disclosure of that information as described in this clause 17 in accordance with the relevant collection statement notified to the Entrant at the time of entering the Promotion.
- c) Third Party Personal Information. Each Entrant must ensure that any other person whose personal details have been provided by the Entrant to the Promoter for the purposes of the Entrant's participation in this Promotion has given their implied or express consent for their details to be provided to the Promoter and any of its related bodies corporate and to be contacted by the Promoter or any of its related bodies corporate in relation to this Promotion.
- d) Personal Information means, for the purpose of the Privacy Act 1988 (Cth) as amended by the Privacy Amendment (Enhancing Privacy Protection) Act 2012 (Cth), information or an opinion about an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not and whether the information or opinion is recorded in a material form or not.

18. Dispute Resolution

In the event of a dispute, Entrants must contact the Promoter and attempt to resolve the dispute in good faith. If the matter can't be resolved, either party may refer the matter to a mediator. The costs of the mediation will be shared equally between the parties.

19. Jurisdiction

These Terms and Conditions are governed by the laws of the States and Territories in which the Promotion is conducted and the Commonwealth of Australia. Entrants submit to the jurisdiction of the courts of their State or Territory.