



# Australia Post Competition Mail Rebate Scheme – Terms and Conditions

## Interpretations and Definitions

In these terms and conditions:-

“Australia Post” means the Australian Postal Corporation.

“Approved Competition” means a competition approved by Australia Post for participation in the Competition Mail Rebate Scheme.

“Competition Address” means the Post Office Box address to which postal entries to an approved Competition must be sent.

“Competition Mail Application Form” means an Australia Post application required to be completed by Promoters in accordance with these terms and conditions to apply for approval for scheme participation.

“Claim Form/Tax Invoice” means the Claim for Rebate / Tax Invoice form as amended by Australia Post from time to time which is required to be delivered to Australia Post in accordance with these Terms and Conditions to claim a Rebate.

“Competition” means a game of skill or chance, promoted and conducted within Australia where the method of entry is by submission of an entry by post.

“Competition Commencement Date” means the date upon which promotional material for a Competition is first published, broadcast, delivered, disseminated or otherwise made available to the public.

“Competition Mail” means the mail delivered by post to the Competition Address and which consists of entries to the Approved Competition.

“Competition Mail Delivery Record” means the written statement prepared by Australia Post and delivered to the promoter, which records volumes of Competition Mail.

“GST” has the same meaning as in the A New Tax System (Goods and Services) Act 1999.

“Promoter” means an individual or corporation residing or incorporated in Australia which arranges, promotes and co-ordinates a Competition.

“Promotional Material” means all of the written and published material by which the promoter advertises a Competition to members of the public, including all rules of participation and entry, and entry forms or coupons.

“Rebate” means the payment made by Australia Post to the Promoter as a consequence of Australia Post’s acceptance of an application under these Terms and Conditions, and calculated by reference to the Competition Mail Delivery Record.

“Small Letter” means a Small Letter as described in greater detail in Australia Post’s “Letter Post and Electronic Mail Within Australia, Post Guide”.

Words in the singular include the plural, and vice versa.

Any agreement, representation or warranty given by or made in favour of two or more persons binds, and is for their benefit, jointly and severally.

The word “person” includes a firm, a body corporate, and incorporated association or an authority.

## 1. The Scheme

1.1 Is available to Promoters in respect of Approved Competitions only, and participation in the Scheme may be permitted or withheld at the sole discretion of Australia Post.

1.2 Applies only if a properly completed Competition Mail Application Form is submitted to, and approved by, Australia Post not less than 21 days prior to the Competition Commencement Date.

## 2. Applications

2.1 Competition Mail Application Forms must be completed by Promoters and forwarded to Australia Post at the address appearing on the forms.

2.2 The application is not accepted until it is approved by Australia Post prior to the commencement date, and a unique code name or number allocated for the Approved Competition.

2.3 The Competition Mail Application Form must be accompanied by three copies of the Promotional Material.

## 3. The Competition

3.1 The Competition must be registered and conducted strictly in accordance with any and all relevant and applicable State, Federal or local legislation relating to competitions, lotteries and gaming.

3.2 Without limiting the obligations imposed by clause 3.1, the Competition (and - where required by law - competition promotional material) must have, and must display as required, approval or permit numbers allocated in respect of the Competition as required by relevant legislation.

3.3 The Promoter must disclose to Australia Post either

(a) at the time of submission of a Competition Mail Application Form, (where approval or permit numbers in respect of the Competition have been allocated prior to the Competition Mail Application Form being lodged with Australia Post) or

(b) subsequent to the time of submission of a Competition Mail Application Form (where approval or permit numbers in respect of the Competition have not yet been allocated at the time the Competition Mail Application Form is lodged with Australia Post) full detail of the approval or permit numbers allocated in respect of the Competition.

3.4 Where clause 3.3 (b) applies, and the Competition Mail Application Form is submitted to Australia Post prior to issue of competition approval or permit numbers,

(a) The Promoter must supply such numbers to Australia Post as soon as reasonably practicable after their issue, and

(b) The Promoter acknowledges that the Competition Mail Application will lapse, and any and all articles carried for the Promoter will be carried at Australia Post’s standard rates, in the event that regulatory approval of the competition and/or issue of approval or permit numbers, is withheld for any reason.

3.5 The Competition must involve a game of skill or chance. Cash back schemes and competitions requiring payment of an entry fee (other than purchase requirements) are not eligible for participation in the Scheme.

3.6 The competition draw for allocation for prizes must not take place for at least five clear days after the closing date for submission of entries specified in Promotional Material (unless otherwise specified by Australia Post).

3.7 If requested to do so by the Promoter, Australia Post may facilitate the conduct of the Competition by offering supplementary Competition Mail services including:-

(a) The service of collecting and storing Competition entries at an Australia Post facility until after the closing date for submission of entries specified in Promotional Material, and

(b) thereafter allowing the Promoter to have access to Competition entries for the purposes of conducting the Competition draw in accordance with Competition rules, and relevant law, and

(c) arranging for secure disposal of Competition entries after the Competition draw has been conducted, and the Competition has concluded.

3.8 Details of any supplementary Competition Mail services which are to be provided by Australia Post, and details of the fees applicable to such supplementary services, shall be specified and agreed between the parties in writing in, or in conjunction with completion of, the Competition Mail Application Form.

## 4. Competition Mail

4.1 Competition Mail must be posted by competition entrants for delivery to the Promoter at the Competition Address.

4.2 A Competition Address must be a Post Office Box address which shall be the only

address to which Competition Mail is sent, unless otherwise agreed with Australia Post. The Terms and Conditions of the supply by Australia Post of a Post Office Box service will apply to the Promoters use of the Post Office Box.

4.3 Where Competition Mail is being delivered to a metropolitan area, all entries must be addressed and delivered to a mail centre where a Post Office Box name or number will be provided for the duration of the Competition.

4.4 Promoters will be required to comply with Australia Post’s addressing principles. Where a return address is advised in, or pre-printed on, Promotional Material the correct address format is:-

Name of competition

Post Office Box number

PLACE NAME / MAIL CENTRE STATE ABBREVIATION POSTCODE

No punctuation or underlining is to be used, and the last line of the address must be in capital letters.

4.5 Competition Mail addressed by hand shall, to the maximum extent possible, be addressed in the above mentioned form and Promoters must make every attempt, to present return address guidelines as above in Promotional Material. Entrants should be encouraged to use envelopes pre-printed with postcode squares.

4.6 Competition Mail may at times be opened at random by authorised Australia Post employees in order to verify that the contents constitute an entry to an Approved Competition.

## 5. Mail Volumes

5.1 Where a Promoter has entered into a separate Competition Mail Agreement with Australia Post, the Terms and Conditions of that Agreement relating to eligible mail volumes and rebate payments will prevail over these Terms and Conditions. Where no such separate Competition Mail Agreement exists, the provisions of the remaining parts of this clause will apply.

5.2 Where Competitions are conducted, wholly or partially, within or from Victoria, New South Wales or Queensland, the Approved Competition shall generate a minimum number of 15,000 full rate Small Letters within a period of three months after the Competition Commencement Date.

5.3 Competitions conducted in their entirety within South Australia/Northern Territory, Western Australia, Tasmania or the Australian Capital Territory will be eligible for participation in the Scheme upon generating a minimum 5,000 full rate Small Letters over a period of three months from the Competition Commencement Date.

5.4 Where Competitions are conducted, wholly or partially, within or from Victoria, New South Wales or Queensland for a period exceeding three months a minimum number of 5,000 full rate Small Letters must be received per month (in addition to the 15,000 full rate Small Letters referred to in clause 5.2) for rebate eligibility.

5.5 Competitions conducted in their entirety within the limits of South Australia/Northern Territory, Western Australia, Tasmania or the Australian Capital Territory for a period exceeding three months, must generate a minimum 2,000 full rate Small Letters per month (in addition to the 5,000 full rate Small Letters referred to in clause 5.3) for rebate eligibility.

## 6. Rebate Calculation

6.1 At the end of (each day - week - month) from the Competition Commencement Date, Australia Post will record the number of eligible Small Letters received at the Competition Address and will supply a written statement of such record to the Promoter, constituting the Competition Mail Delivery Record.

6.2 No rebate will be paid or allowed until the Approved Competition has concluded, at which time the Promoter shall lodge a Claim Form/Tax Invoice.

6.3 The Claim Form shall be accompanied by copies of the Competition Mail Delivery Record, and is to be submitted to Australia Post’s Scheme Coordinator in the capital city of the State in which approval for the Competition was granted.

6.4 Following calculation of the rebate, the value of the rebate will be paid by Australia Post to the Promoters nominated bank account, or otherwise will be paid by cheque, as agreed with the Promoter.

## 7. Warranties

7.1 By lodging an Application Form with Australia Post, the Promoter warrants to Australia Post that all applicable laws and regulations applying to the Competition have been fully complied with, and the Promoter agrees and undertakes that it shall be liable to indemnify Australia Post for and in respect of any costs, charges, expenses, damages or loss which may be suffered by Australia Post, its agents or employees as a consequence of any breach of this warranty.

7.2 The Promoter will indemnify and hold harmless, Australia Post against any loss or damage whatsoever which Australia Post may suffer as a result of any action, proceeding, claim, demand or prosecution arising from the granting of approval to the Promoter, the carriage or non-carriage of any article by post or howsoever arising under or in connection with Scheme.

## 8. Disclaimer

8.1 Australia Post shall not be liable for any loss or damage whatsoever suffered, or that may be suffered, by the Promoter as a result of any act or omission by Australia Post, whether negligent or otherwise, in the performance of any duty, obligation or function undertaken in connection with the Scheme or in any way arising from its approval of a Competition.

## 9. Notices

9.1 A notice served or given by Australia Post to the Promoter shall be sufficiently delivered if left at, or sent by ordinary prepaid post, to the Promoter at its last known or usual place of address.

9.2 A notice required or served under these Terms and Conditions by the Promoter shall be sufficiently given to Australia Post if sent by ordinary prepaid post to the state address shown on the front of this Application Form (in the state where application is made).

## 10. General

10.1 Subject to clause 5.1, these Terms and Conditions contain the whole of the agreement between Australia Post and the Promoter for participation in the Scheme. No representation or warranty made by or on behalf of either party prior to these Terms and Conditions coming into effect shall be, or have, force or effect.

10.2 Notwithstanding the above, these Terms and Conditions may be varied or added to from time to time by Australia Post by notice in writing to the Promoter.

10.3 The Australia Post Terms and Conditions (dealing, among other matters, with the carriage and delivery of postal articles, the treatment of undeliverable articles, and the payment of compensation), shall apply to articles carried by Australia Post under or in connection with the Scheme, to the extent that the same are not inconsistent with these Terms and Conditions.

10.4 These Terms and Conditions are governed by, and shall be construed in accordance with, the laws in force in the State or Territory in which Australia Post accepts an Application Form and gives approval for a Competition to participate in the Scheme.

10.5 No part of the Promotional Material may refer to the existence of the Scheme or to any arrangements a Promoter has, or may have with Australia Post.