

# Australia Post – 2019 ORIAS People’s Choice Awards

## Conditions of entry

<b>Promoter</b>	Australian Postal Corporation (ABN 28 864 970 579) trading as “Australia Post”, 111 Bourke Street, Melbourne, VIC 3000. Phone: 13 76 78.
<b>Entry Restrictions</b>	<p>Open only to Australian residents aged 18 or over who are able to attend the Prize Event on a date and time to be agreed with the Promoter in August or September 2019.</p> <p>Directors, officers, management and employees (and the immediate families of directors, officers, management and employees) of the Promoter, StarTrack or of the agencies or companies associated with this competition are ineligible to enter.</p>
<b>Competition Period</b>	12.01am (AEST) on 01/05/2019 to 11.59pm (AEST) on 31/05/2019.
<b>Entry Method</b>	<p>During the Competition Period, entrants must visit <a href="http://auspost.com.au/shoppingspree">auspost.com.au/shoppingspree</a> (<b>Website</b>), and fully complete and submit the online entry form, including by providing their full name, address, email address, contact number and by nominating their favourite online retailer by providing the name of the online retailer business that they would like to receive the Australia Post 2019 ORIAS People’s Choice Award (<b>Consumer Vote</b>).</p> <p>Once an entrant has entered by submitting their Consumer Vote they can participate in practice ‘Online Shopping Sprees’ on the Website.</p> <p>Prizes shown in the practice ‘Online Shopping Sprees’ are for illustrational purposes only and are not indicative of the prizes available at the Prize Event. Entrants will not receive any prizes or rewards for participating in a practice ‘Online Shopping Spree’ and participation has no impact on an entrant’s entry or the competition itself.</p>
<b>Bonus Entries</b>	<p>Each entrant that has successfully entered the competition in accordance with the Entry Method will receive a confirmation email providing a unique URL.</p> <p>Entrants may receive up to 5 Bonus Entries by sharing their unique URL with their friends. Each time an entrant’s friend submits an entry into the Competition during the Competition Period, by using the entrant’s unique URL, the entrant will receive 1 Bonus Entry into the competition (up to a maximum of 5 Bonus Entries per person).</p> <p>Entrants must only share the unique URL with persons who have given their express consent to receive a communication from the entrant regarding this competition. For the avoidance of doubt, there is no limit on the amount of times an entrant may share their unique URL, however, Bonus Entries are limited to the first 5 individual ‘friends’ who enter the competition using the unique URL.</p>
<b>Entry Limits</b>	Entrants are limited to a maximum of 6 entries into the competition (one entry and five Bonus Entries per person).
<b>Online Retailers ORIAS People’s Choice Award</b>	<p>At the end of the Competition Period, the Promoter will calculate the number of Consumer Votes (received in accordance with the Entry Method) to determine 2 online retailers (1 large business and 1 small business) that are eligible to receive a trophy award at the annual Australia Post ORIAS awards event on 25 July 2019.</p> <p>Each online retailer that is determined to be eligible for an award will</p>

	<p>receive both a trophy and the official Australia Post ORIAS People's Choice Award title for their business.</p> <p><b>Australia Post ORIAS People's Choice Award</b></p> <p>The online retailer that has received the highest number of Consumer Votes in the 'large business' (i.e. online retailers with annual revenue of \$2M or more) category in this competition will receive the 'Australia Post ORIAS People's Choice Award'.</p> <p>The online retailer that has received the highest number of Consumer Votes in the 'small business' (i.e. online retailers with under \$2M annual revenue) category in this competition will receive the 'Australia Post ORIAS People's Choice Award, Small Business Category'.</p>
<b>Prize Event</b>	<p>The winner will have the opportunity to participate in an 'Online Shopping Spree'. The 'Online Shopping Spree' will occur at a designated location (to be agreed between the Promoter and the winner) and the winner will have 60 seconds to fill their online shopping cart (to a maximum value of \$10,000) using an electronic touchscreen supplied by the Promoter.</p> <p>Prizes will be determined by the Promoter and will be selected from the categories set out in the Prize Details.</p> <p>As part of the 'Online Shopping Spree' Prize Event, there will be certain donations to charities that will be available to the winner to select and add as prizes to their online shopping cart (charities and donation types and amounts to be pre-determined by the Promoter in its absolute discretion). If a charity donation item is selected by the winner, and put into the winner's online cart during the Prize Event, an additional 10 seconds worth of time will be added to the Prize Event timer (i.e. the winner will have up to a total of 70 seconds).</p> <p>For the avoidance of doubt, the winner will have the opportunity to win a minimum of \$5,000 (regardless of how many items they place in their online shopping cart during the Prize Event). If the winner has not reached the minimum value of \$5,000 in their online shopping cart, the difference between what the winner has placed in their online shopping cart and \$5,000 will be made up in the form of Australia Post Gift Cards by Mastercard®. If the winner successfully collects prizes to the value of more than \$5,000 in their online shopping cart, they will receive the prizes collected up to a maximum value of \$10,000.</p> <p>The Promoter will liaise with the prize winner regarding the actual date, time and location of the Prize Event which must occur in August or September 2019. If the winner is unable to arrange a date and location with the Promoter in August or September 2019 or if the winner is unable to participate in the Prize Event, their entry will be deemed invalid and the winner will forfeit any opportunity to receive any prizes.</p> <p>See paragraphs 8, 9, 10 and 11 for further Prize Event details.</p>
<b>Prize Details</b>	<p>The selection of prizes that a winner will be able to choose from during the Prize Event will be divided into the following categories:</p> <ul style="list-style-type: none"> <li>• electronics;</li> <li>• fashion;</li> <li>• travel;</li> <li>• homewares;</li> <li>• leisure/recreation; and</li> </ul>

	<ul style="list-style-type: none"> <li>donations to charities (charities and donation types and amounts to be pre-determined by the Promoter).</li> </ul> <p>Specific prizes will be determined before the Prize Event occurs and there will be a surprise element to what prizes will be included in the 'Online Shopping Spree'.</p>
<b>Prize Pool</b>	The total prize pool is valued at up to \$10,000 (inc GST).
<b>Draw Details</b>	<p>11am (AEST) on 26/06/19 at Corrs Chambers Westgarth, 567 Collins Street, Melbourne, VIC 3000.</p> <p>The Promoter may draw additional reserve entries at the time of conducting the draw and record them in order, in case a winning entry is deemed invalid or if the prize is not claimed in accordance with the Prize Claim Date and Time (<b>Reserve Entrant</b>).</p>
<b>Winner Determination</b>	The first valid entry randomly drawn from all valid entries received during the Competition Period will win the prize.
<b>Winner Notification and Publication</b>	The winner will be notified via phone and in writing via email within two business days of the draw and their name and state/territory of residence of the winner will be published on the Website on 28/06/19 for a period of 28 days.
<b>Prize Claim Date and Time</b>	The prize must be claimed by 11.59pm (AEST) on 10/07/19.
<b>Unclaimed Prize Draw</b>	<p>If the prize has not been accepted or claimed by the Prize Claim Date and Time, the relevant entry will be discarded and the Promoter will award the prize to the next valid Reserve Entrant.</p> <p>If for whatever reason the next valid Reserve Entrant is deemed invalid (as determined by the Promoter) an unclaimed prize draw will occur at 11am (AEST) 11/07/19 at the same location as the original draw.</p>
<b>Unclaimed Prize Draw Winner Notification and Publication</b>	Any Unclaimed Prize Winner will be notified in writing within two business days of determination and their name and state/territory of residence will be published on the Website on 11/07/19 for a period of 28 days.
<b>Permit Numbers</b>	Authorised under NSW Permit No. LTPS/19/32534, ACT Permit No. TP19/02854 and SA Licence No. T19/309.

- 1 Information regarding prizes and how to enter forms part of these conditions. By entering, entrants accept these conditions.
- 2 The competition will be conducted during the Competition Period.
- 3 Each entrant who enters in accordance with the Entry Method, will receive a return online notification confirming their successful entry into the competition and a unique URL for Bonus Entries.
- 4 Entries and Bonus Entries must be received during the Competition Period. Entries and Bonus Entries are deemed to be received at the time they are received by the Promoter's database and not at the time of submission by the entrant. The Promoter has no control over communications networks and is not liable for any problems associated with them due to traffic congestion, technical malfunction or otherwise. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred. Entrants who enter using multiple email addresses or aliases may be disqualified. Consumers are responsible for their own costs associated with accessing the Internet. Automatically generated entries may be disqualified.

- 5 The Promoter is not liable for late, lost, incomplete, misdirected, incorrectly submitted, delayed or illegible entries or Bonus Entries, correspondence or claims for prizes due to error, omission, tampering, theft, destruction or otherwise.
- 6 The draw will be conducted at the time, on the date and at the location as stated in the Draw Details.
- 7 The prize is as stated in the Prize Details.
- 8 The winner must fully comply with the Promoter's instructions and any event rules (if applicable) at all times at the Prize Event. The Promoter reserves the right to disqualify the winner at the Prize Event who fails to comply with the Promoter's instructions or these Conditions of Entry. The Promoter may in its absolute discretion cancel the prize or otherwise cease to provide any benefit of the prize to a winner if the relevant winner, in the opinion of the Promoter, is under the influence of alcohol or any other drug, behaves aggressively or offensively, or behaves in a manner which may diminish the good name or reputation of the Promoter or any of its related bodies corporate or the agencies or companies associated with this competition, is contrary to law or is otherwise inappropriate.
- 9 The winner is responsible for making their own way to and from the Prize Event location (to be agreed between the Promoter and the winner).
- 10 Once the Prize Event concludes, the Promoter will deliver the items selected at the Prize Event to the winner's address. Prizes will only be delivered within Australia.
- 11 The Promoter accepts no responsibility if the Prize Event is abandoned, called off or postponed for any reason and the winner will not receive any other prize or cash in lieu of the Prize Event. The Promoter will arrange with the winner an alternate date for the Prize Event to take place.
- 12 Mastercard Prepaid Management Services Australia Pty Ltd (ABN 47 145 452 044, AFSL 386837) arranges for the issue of the Australia Post Gift Card ("Card") in conjunction with the issuer, Heritage Bank Limited (ABN 32 087 652 024 AFSL 240984 Australian Credit Licence 240984) ("Issuer") pursuant to a licence by Mastercard Asia/Pacific Pte Ltd. Australian Postal Corporation (ABN 28 864 970 579) is the distributor of the Card and is responsible for providing various cardholder services. The Card is not a credit card and nor is it linked to a deposit account with us or any financial institution. Some merchants may choose not to accept Mastercard Prepaid cards. Merchants or other providers may impose limits on the use of your Card. The Card is not reloadable, and is valid until the expiry date shown on the front of the Card and cannot be used after expiry. Minimum load amount is \$20. Conditions, limits and fees apply. Consider the product terms and conditions available at [auspost.com.au/giftcards](http://auspost.com.au/giftcards) before using the Card. Any advice does not take into account your personal needs, financial circumstances or objectives and you should consider if it is appropriate for you. Mastercard® is a registered trademark, and the circle design is a trademark of Mastercard International Incorporated.
- 13 The prizes may be subject to additional terms and conditions as determined by the prize supplier including period of validity for any gift card/voucher prize/s and any mobile or data plans, if applicable.
- 14 The winners will be notified in accordance with the Winner Notification and Publication section of these conditions. By entering this competition, each entrant requests that his or her full address not be published.
- 15 The winners must, at the Promoter's request, participate in all promotional activity (such as publicity and photography) surrounding the winning of any prize, free of charge, and they consent to the Promoter using their names and images in promotional material. By participating in the Prize Event, the winner consents to being filmed and/or photographed (as advised by the Promoter) for the purpose of promoting this competition and for future marketing by the Promoter for an unlimited period. Any photographs and/or video footage taken by the Promoter (or its representatives) will be owned solely by the Promoter. The Promoter may grant rights to third parties in its

discretion to use any such any photographs and/or video footage. The Promoter has complete discretion as to how, where and when any photographs or video footage are used as part of its future marketing campaigns and the winner consents to the Promoter using any such photographs and/or video footage as outlined in this clause without further consultation or compensation. The winner may be required to sign a release in the form provided by, and in favour of, the Promoter with respect to use of photographs, video footage and other materials featuring or otherwise referring to the winner.

- 16 The Promoter may require the winners to provide proof of identity, proof of age, proof of residency. Identification considered suitable for verification is at the Promoter's discretion.
- 17 If a winning entry is deemed not to comply with these conditions of entry, the relevant entry will be discarded and a new winner of that prize will be determined by awarding the prize to the next Reserve Entrant or drawing a further valid entry in accordance with paragraph 6.
- 18 The Promoter may, in its sole discretion, disqualify all entries and Bonus Entries from, and prohibit further participation in this competition by, any person (including without limitation a winner) who tampers with or benefits from any tampering with the entry process or with the operation of the competition or acts in violation of these conditions, acts in a disruptive manner or acts with the intent or effect of annoying, abusing, threatening or harassing any other person or behaves in a manner which may diminish the good name or reputation of the Promoter or any of its related bodies corporate or the agencies or companies associated with this competition, is contrary to law or is otherwise inappropriate.
- 19 The Promoter's decision is final and no correspondence will be entered into.
- 20 The prizes are not transferable or exchangeable and cannot be redeemed for cash. The Promoter accepts no responsibility for any variation in prize value. If a prize is unavailable for any reason, the Promoter may substitute for that prize another item of equal or higher value as determined by the Promoter, subject to the approval of the relevant gaming authorities if required.
- 21 If a prize has not been accepted or claimed in accordance with the relevant Prize Claim Date and Time or if, after making all reasonable attempts, the Promoter cannot contact a drawn winner (or a drawn winner does not contact the Promoter) by the relevant Prize Claim Date and Time, the relevant winner's entry will be deemed invalid and the Promoter will either award the prize to the next Reserve Entrant or conduct such further draws in accordance with the Unclaimed Prize Draw Details as are necessary to distribute the relevant prize, subject to any requirements of the relevant gaming authorities. Any winner(s) in this draw will be notified as stated in the Unclaimed Prize Draw Winner Notification and Publication.
- 22 The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury, illness or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this competition 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). Nothing in these conditions restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the *Competition and Consumer Act 2010 (Cth)*.
- 23 Without limiting the previous paragraph, the Promoter and its associated agencies and companies will not be liable for any damage, loss or delay in transit to prizes.
- 24 The Promoter may communicate or advertise this competition using Facebook or any other social media platforms. However, the competition is in no way sponsored, endorsed or administered by, or associated with, Facebook or any other social media platforms. Entrants are providing their information to the Promoter and not to Facebook

- or any other social media platforms. Each entrant completely releases Facebook or any other social media platforms from any and all liability.
- 25 If for any reason any aspect of this competition is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the competition, or invalidate any affected entries and/or Bonus Entries, subject to the approval of the relevant gaming authorities if required.
- 26 The Promoter is not liable for any tax implications arising from prize winnings. Independent financial advice should be sought. Where this competition involves, for GST purposes, supplies being made for non-monetary consideration, entrants will follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
- 27 **Privacy notice:** The information requested on this form is being collected by Australia Post so that you can enter and we can administer this promotion. Without this information, we are unable to process your entry. Your personal information is managed in accordance with Australia Post's Privacy Policy. This sets out how you may seek access to and correction of your personal information and how to make complaints. A copy is available at [auspost.com.au/privacy](http://auspost.com.au/privacy). Australia Post may only disclose the information provided by you if required or authorised by law, or in accordance with our Privacy Policy. Please refer to the Privacy Policy or contact the Privacy Contact Officer, Australia Post, GPO Box 1777, Melbourne, Vic 3000 for any privacy related queries.