



## **“SUPPORT, SAVE AND WIN” PROMOTION**

### **Terms and Conditions**

1. Information on how to participate and prizes form part of these Terms and Conditions. Participation in this Promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian residents over the age of 18 years of age.
3. Employees and paid contractors (and their immediate families) of the Promoter and agencies associated with this Promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or stepchild (whether natural or by adoption), parent, stepparent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
4. Promotion commences on 3<sup>rd</sup> October 2022, and ends at 5pm on 10<sup>th</sup> September 2023 (“**Promotional Period**”). All times in these Terms and Conditions are AEST or AEDST as applicable, per local NSW time.
5. The Promoter is the issuer of a loyalty **Support Save and Win** program (the Pancare SSW Program or “**Program**”), which is a \$25 e-voucher that can be redeemed against exclusive discounts on selected products, available for purchase by supporters only. To be eligible to enter this Promotion, individuals must, during the Promotional Period, become a supporter of the Program by contributing \$25 to the Program team, who will be conducting tele sales and who will be in various shopping centres and residential areas throughout Australia at selected times. In becoming a supporter, individuals must provide their full name, phone number, email and credit card details. Once an individual participates in the Program, as part of this Promotion, each individual will receive:
  - a) One (1) automatic entry into the major prize draw for the chance to play a contingency game for a chance to win \$250,000 cash or for the chance to play a contingency game for a chance to win one (1) of three (3) luxury vehicles (winner’s choice from options available) up to the value of \$250,000;
  - b) a welcome video; and
  - c) a \$25 e-voucher to redeem against exclusive discounts available through the Program, as listed at [pancareshop.com.au](http://pancareshop.com.au).

For the avoidance of doubt, multiple e-vouchers can be obtained by one (1) entrant. If an entrant contributes \$100 to the Program, they will receive four (4) e-vouchers and four (4) entries into the major prize draw, subject to clause 9.

6. Multiple entries permitted subject to the following: (a) only one (1) entry permitted per \$25 contribution; and (b) each entry must be submitted separately and in accordance with entry requirements.
7. Upon becoming a supporter, entrants will be sent a confirmation email or text message, confirming their participation in the Program and the value of their contribution.
8. Purchase of discounted emovie vouchers and egiftcards via the Program is subject to the Terms and Conditions of the Program, available at [pancareshop.com.au](http://pancareshop.com.au).
9. If the e-voucher is a gift, only the gift recipient will be entered into the prize draw.
10. Entrants must retain a copy of their purchase receipts/confirmation email for all entries as proof of purchase. Failure to produce the proof of purchase for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an entrant's entries and forfeiture of any right to a prize.

### **General**

11. The Promoter reserves the right, at any time, to verify the validity of entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardize fair and proper conduct of the Promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
12. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
13. The major prize draw will take place at Anisimoff Legal, Suite 5, Erina Plaza 210 Central Coast Highway Erina NSW 2250 on 13<sup>th</sup> September 2023 at 11am in the presence of an independent scrutineer. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. Winner will be notified in writing and by telephone within two (2) business days.
14. The first valid entry drawn in the major prize draw will win that entrant (the "**Participant**") the opportunity to play a contingency game (the "**Game**") for the chance to win the choice of:
  - (a) \$250,000 in cash; or
  - (b) one (1) luxury vehicle up to the value of \$250,000 from the options outlined below:
    - Mercedes: AMG C63 Coupe;
    - Porsche: Porsche Cayenne; or
    - BMW: BMW M4 Competition Coupe.

(collectively, the “**Major Prize**”)

The luxury vehicle prize will be awarded in the form of a voucher for the relevant vehicle brand. In the event that the winner chooses a luxury vehicle as the Major Prize, any remaining amount of the \$250,000 value will be awarded to the winner as a cash prize.

15. The Game will take place at Anisimoff Legal, Level 3 162 Collins Street, Melbourne VIC 3000 on 27<sup>th</sup> September 2023 at 1.00pm. All costs associated with attending the Game are the sole responsibility of the Participant. If the Participant cannot attend the Game, the Participant may participate in the Game via telephone or videoconference whereby they will select a number between 1 and 200 (inclusive) and a representative of the Promoter will write that number on their behalf. In the event the Promoter has not been able to contact the Participant before the start of the Game, a representative of the Promoter will play the Game on the Participant’s behalf.
16. There will be one (1) sealed tamper proof envelope on display containing a single number between 1 and 200 (the “**Winning Number**”) at the start of the Game. The Participant/representative (“**Attendee**”) must provide the Promoter with a single number between 1 and 200 that will be written down by the Promoter (the “**Attendee’s Chosen Number**”). The Promoter will then open the sealed envelope to reveal the Winning Number. The Attendee must not touch, handle or interfere in any way with the game materials on display including the sealed envelope or the Attendee’s Chosen Number. If the Attendee is found to have breached this condition, he/she will be disqualified. If the Attendee’s Chosen Number is the same as the Winning Number, then, subject to verification by the judges, the drawn Participant will win the Major Prize. If the Attendee’s Chosen Number is not the same as the Winning Number, then the Major Prize will not be given away and, subject to verification by the judges, the drawn Participant will win \$5,000.
17. Cash prize will be awarded via EFT in the winner’s name within twenty-eight (28) days of the Game.
18. The Game will be supervised by a representative of Anisimoff Legal, Level 3 162 Collins Street, Melbourne VIC 3000.
19. The drawn Participant’s odds of winning the **Major Prize** are 1 in **200**. The odds of being drawn as a Participant may be significantly higher than the odds of the drawn Participant winning the major prize and will depend upon the number of entries received.
20. Total prize value of the luxury vehicle is up to \$250,000 including registration, compulsory third party insurance, stamp duty and dealer delivery charges (which may vary State by State). Additional insurance, options, petrol and all other ancillary costs are the responsibility of the winner. The winner must collect the prize from their nearest authorised Mercedes-Benz, Porsche or BMW dealership.
21. If the winner is, through any legal incapacity or otherwise, unable to register the car in their own name, then the winner may assign the car to another person (who consents to such assignment) with legal capacity for the purpose of registration. The Promoter takes no responsibility for any such arrangements between the winner and the assignee. The winner must provide the Promoter with certified copies of all required documentation as required by the Promoter before the car is awarded. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form to be determined by the Promoter in its discretion.

22. Any ancillary costs associated with redeeming the voucher are not included. Redemption of the voucher is subject to any terms and conditions of the issuer including those specified on the voucher and must take place within the promotional period.
23. Total prize pool value is up to AU\$250,000.00.
24. The Major Prize winner will have their name published on [pancareshop.com.au](http://pancareshop.com.au) from 15<sup>th</sup> September 2023.
25. The Promoter's decision is final, and no correspondence will be entered into.
26. Subject to the unclaimed prize draw clause, if for any reason the winner does not take / redeem the Major Prize at/by the time stipulated by the Promoter, then the Major Prize will be forfeited.
27. If the prize (or part of the prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize of the equal value and/or specification, subject to any written directions from a regulatory authority.
28. The prize, or any unused portion of the prize, is not transferable or exchangeable. If the prize is not won, claimed, taken or redeemed by the time specified by the Promoter and as outlined herein, the prize will be forfeited subject to the unclaimed prize draw.
29. A draw for the prize won at the Game, if unclaimed, may take place on 13<sup>th</sup> December 2023 at the same time and place as the original draw, subject to any directions from a regulatory authority. The winner, if any, will be notified by phone and email within two (2) business days of the draw and have their name published on [pancareshop.com.au](http://pancareshop.com.au) from 18<sup>th</sup> December 2023. In the event of an unclaimed prize draw, the Game will still take place as scheduled, with a representative of the Promoter playing the Game, and the drawn unclaimed prize draw winner will win the prize determined as a result of the Game.
30. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are the major prize winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
31. Each entrant agrees that by entering into this Promotion, the Promoter and the Promoter's partner(s), including but not limited to Adflex Marketing Pty Ltd and Pancare Foundation, will be permitted to market the Promoter's and other partner's products and services to the entrant using the entrant's entry details.
32. All discounts and offers via the e-voucher available for redemption via the Program are subject to the standard terms and conditions of the providing company. No association with that company is implied by this Promotion.
33. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
34. If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorized intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to

disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Promotion, as appropriate.

35. In the event of a force majeure event (including fires, floods, earthquakes, storms and other disturbances caused by the elements, riots, explosions, governmental actions, acts of God, insurrection, pandemic and any other cause which is not within the reasonable control of a Party and not a direct obligation of the Party under these Terms and Conditions), the Promoter reserves the right to cancel, terminate, modify or suspend the Promotion or suspend, substitute or modify a prize, subject to any written directions from a relevant regulatory authority. If the Promoter invokes this clause, the major prize will still be awarded by the draw in accordance with the prize draw clause and all voucher redemptions issued will be honoured subject to the terms of issue.
36. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Promotion.
37. Except for any liability that cannot be excluded by law, including the Non-Excludable Guarantees, the Promoter (including its officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Promotion, including, but not limited to, where arising out of the following: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorized access or third Party interference; (c) any entry or prize claim 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 prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) taking of or use of a prize.
38. The Promoter collects personal information ("**PI**") in order to conduct the Promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use, and handle PI as set out in its Privacy Policy, which can be viewed at <https://pancareshop.com.au/privacy-policy/>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter (and its selected partners), may for an indefinite period, unless otherwise advised, use the PI for Promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter will not disclose entrant's PI to any entity outside of Australia.
39. As a condition of accepting the prize, the winner must sign any legal documentation as required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.

40. The promoter for this promotion is Pancare Foundation, 70 Yarra Street, Heidelberg, VIC 3084. ABN: 89 797 016 686 and Loyalty Fundraising Pty Ltd, 8/8 Trawalla Avenue, Toorak VIC 3142. ABN: 51 642 660 928 and Adflex Marketing Pty Ltd, Level 2, 75 River Street, Richmond, 3121. ABN: 35 620 652 271. Our goal is to raise a minimum of \$180,000 from proceeds generated via this promotion, to support the funding requirements of the Pancare Foundation. For all enquiries, please email [support@pancareshop.com.au](mailto:support@pancareshop.com.au).

**NSW Authority No. TP/XXXXXACT Permit No. TPXXXXX SA Permit No. TXXXXX**