**T for Thomas Incorporated – 2022 Kick 4 Sepsis Competition**

**TERMS AND CONDITIONS**

**COMPETITION**

**1. This document contains the terms and conditions of entry (“these Terms”) into the 2022 T for Thomas Inc Kick 4 Sepsis Competition (“Promotion”) and information on how to enter the competition and about the Prize which form part of these Terms. Participation by Entrants in this Promotion is deemed acceptance of these Terms. By participating in this Promotion, the Entrant (as defined herein) acknowledges that they have read, understood and agree to be bound by and abide by these terms.**

**2. The Promoter is T for Thomas Inc (ABN 70938232368), 500 Townend Road, Acacia, NT 0822**

**("Promoter”). The promoter can be contacted via their website:** [**tforthomas.com/contact**](tforthomas.com/contact)

**3. The Promoter may (subject to applicable State or Territory laws and the Australian Consumer Law) vary the terms of, or terminate, this Promotion at any time prior to the Promotion Period (as defined herein) at its absolute discretion without liability to any Entrant or other person. The Promoter will not award any Prize (as defined herein) if the Promotion is terminated prior to the Promotion Period. If the Promotion is not capable of being conducted due to circumstances beyond the Promoter’s control, including but not limited to health conditions affecting Entrants, national or international travel restrictions or requirements (for example a requirement to undertake mandatory national or international quarantine or stay at home orders), or due to any technical or communications problems, the Promoter reserves the right to amend, suspend or cancel the Promotion subject to approval from any relevant authority and the Australian Consumer Law.**

**TikTok is not sponsoring this Promotion and has no control over the Promotion or the Prize, however the Entrant agree to be bound by any applicable terms and conditions by entering into this Competition, such as TikTok’s privacy policy which can be read here:** [**https://www.tiktok.com/legal/privacy-policy-row?lang=en.**](https://www.tiktok.com/legal/privacy-policy-row?lang=en.)

**DEFINITIONS**

**4. In these Terms, the following meanings apply in addition to terms which are defined elsewhere in these Terms unless the contrary intention appears:**

**“Entrant” means a person who is eligible to participate in the Promotion in accordance with clause 6 of these Terms.**

**"Prize" has the meaning in clause 13**

**“Winner” means the person who wins the Prize in accordance with these Terms.**

**PROMOTION PERIOD**

**5. The Promotion will be open for the following periods ("Promotion Period") Australia**

**• From 00.00am Australian Eastern Daylight Time ("AEDT") on Monday 24th January 2022 and will**

**continue until 11.59pm AEDT on Monday 28th February 2022.**

**PROMOTION ENTRY - ELIGIBILITY**

**6. Entry is open to Australian residents of New South Wales, Queensland, South Australia, Tasmania, Victoria, Western Australia, the Australian Capital Territory and the Northern Territory who are 18 years of age or over and meet all the conditions in clauses 7, 11, 12, 21, 22, 23, 24 and 25, excluding employees of the Promoter and other agencies, firms or companies (and their immediate families), who are directly associated with this Promotion.**

**HOW TO PARTICIPATE**

**7. To participate in the Promotion and be eligible to win, an Entrant must:**

**a. submit a TikTok video via the Hashtag Challenge using the hashtag #kick4sepsis. Entries will be shortlisted based on their interpretation of the competition brief as determined in the Promoter’s sole discretion;**

**b. on request by the Promoter, be able to verify they are an Australian resident of a state or territory eligible for entry into this Promotion as set out in clause 6 and are over 18 years of age. This may include inputting all requested details required (including the Entrant’s full name, address, email and phone number); and**

**c. comply with the requirements set out in clause 6 and elsewhere in these Terms.**

**8. All valid shortlisted entries will be individually judged by representatives of the Promoter (in their sole and absolute discretion) on (Friday 4th March 2022) and the Winner announced on (Friday 11th March 2022). The Winner will be the Entrant who, in the sole opinion of the Promoter, has most creatively and suitably met the ‘Kick 4 Sepsis competition brief.**

**9. The result of the Promotion is final. No correspondence will be entered into.**

**RESERVE WINNERS**

**10. If the Prize is unclaimed by (Friday 15th April 2022); the Winner is deemed ineligible for any reason; after the Promoter makes reasonable efforts, the Winner cannot be identified; or where the Winner forfeits a Prize, the Promoter will:**

**a. notify the original Prize Winner that the Prize is unclaimed (where applicable and possible);**

**b. award the Prize to the Entrant/s who, in the sole opinion of the Promoter, have submitted the next most creative and suitable entry to the #kick4sepsis competition brief (“Reserve Winner”); and**

**c. notify the unclaimed prize Winner at least three (3) days after the unclaimed prize date that the Prize has been reallocated as it was unclaimed (where applicable and possible).**

**LIMITS OF ENTRY**

**11. The Winner must agree to follow all reasonable directions of the Promoter in relation to the awarding of the Prize. They must also consent to and licence the recording and use of their name, character, voice, image and likeness by or on behalf of the Promoter for the purposes of any promotional, marketing or publicity activities by the Promoter. For the avoidance of doubt, the Winner shall not be entitled to any remuneration in connection with such promotional use by the Promoter under this clause.**

**12. Entry is limited to one (1) per Entrant. If multiple entries by a single Entrant is made, the first entry made will be considered the only valid entry.**

**PRIZES AND PRIZE RESTRICTIONS**

**13. The Prize is provided by the Promoter.**

**14. The total retail value of the prize is AUD$500 inclusive of GST (as at the date of preparing these Terms & Conditions) and is comprised of 1 x Cricket and Footy Shop, NT Gift Voucher to the value of $500 (“Prize”). The Prize may be redeemed at: cfsgear.com.au any time prior to 28th February 2025. Any redemption of the Prize is subject to the terms and conditions of cfsgear.com.au**

**15. In the event that a Prize, or part of a Prize, is unavailable, including for circumstances beyond the Promoter's control, the Promoter reserves the right to substitute in writing the Prize or part of the Prize in its discretion with an alternative prize or part of the prize to the same and equal recommended retail value and/or specification, subject to any applicable regulation. If the Winner does not agree (despite reasonable attempts) to accept the substitute Prize, the Promoter reserves the right to award the alternative prize to a Reserve Winner.**

**16. The Prize is non-transferable and cannot be exchanged, sold, redeemed or forfeited for cash or used in conjunction with any other offer or promotion. Any Prize with a retail value is in Australian dollars and is the recommended retail value as provided by the supplier correct at the time of printing. All Prizes are subject to availability. The Promoter accepts no responsibility for any variation in the value of a Prize.**

**17. 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, in the Promoter’s sole discretion.**

**18. It is a condition of accepting the Prize that the Winner will allow recordings of the Winner (image and/or voice) on photographs, film, audiotape, videotape or otherwise for audio, visual or audio-visual reproduction (“Recordings”), use, reproduction, broadcast, communication, transmission, exhibit and distribution of the Recordings and any part of it, throughout the world via all media now known or yet to be devised, in perpetuity.**

**The Promoter is the sole owner of all rights in the Recordings, as the sole owners, Promoter are exclusively entitled to exploit the Recordings and to receive all the proceeds of such exploitation.**

**NOTIFICATION OF WINNER**

**19. The Promoter will appoint a Winner that has, in the sole opinion of the Promoter, most creatively and suitably met the ‘Kick 4 Sepsis competition brief.**

**20. The Winner will be notified in writing via TikTok on (Monday 7th March 2022) by the Promoter.**

**ENTRIES**

**21. An Entrant’s entry must not be late; delayed; incomplete; incomprehensible; unlawful or capable of violating any law or giving rise to a civil action; obscene; defamatory or libellous; threatening or harassing; pornographic or contain nudity; hateful; offensive against a person or group of persons on the grounds of age, colour, gender, national or ethnic origin, disability, race, religion or sexual preference; incite or be capable of encouraging conduct that would be considered a criminal offence; or in violation of the social media guidelines, rules or terms of service of the relevant social media site or platform used to enter the Promotion. Your Entry will be deemed to be received only when received by the Promoter.**

**22. The Entrant warrants that their entry including the response and any photos, images or videos (“Entry Material”) is their own original work; it is not copied in any manner from any other work; and does not infringe the copyright, moral rights, trademark rights or any other rights of any third party.**

**23. Entrants retain all ownership in their Entry Material however, by submitting their Entry Material, Entrants hereby grant the Promoter an irrevocable, non-exclusive, worldwide, royalty-free, sub-licensable and transferable license to use, reproduce, distribute, prepare derivative works of and display the Entry Material for the purposes of conducting and promoting this Promotion, awarding the Prize and advertising and marketing the Promoter or the Promotion on all media now known or later devised, in perpetuity. For the avoidance of doubt, the Promoter is not required to seek the Entrant’s prior approval before using the Entry Materials.**

**24. By entering the Promotion, Entrant’s consent to any use of their Entry Material by the Promoter which may otherwise infringe an Entrant’s moral rights in the Entry Material, including (without limitation):**

**a. Exercising any of the rights in the Entry Material without identifying the Entrant; and**

**b. Using the Entry Material in any way that the Promoter sees fit, even if it results in derogatory treatment of theEntry Material (as defined in the Copyright Act 1968 (Cth)).**

**25. Each Entrant warrants that: they have the full power and capacity to grant the rights, warranties and consents set out in these Terms and Conditions;**

**a. the Entry Material is not, and its use by the Promoter (or the Promotional Participant) will not be, in breach ofany third party intellectual property rights;**

**b. they will fully indemnify the Promoter against any loss or damage suffered by the Promoter:**

**i. in the event that any of the warranties given by the Entrant are false;**

**ii. as a result of any breach of these Terms by the Entrant; and**

**c. they have consent from each person appearing in the Entry Material (or if a person appearing in the Entry Material is under the age of 18, from that person’s parent or guardian).**

**You are solely responsible for your Entry, including any costs associated with entering the Promotion and/or network connectivity.**

**GENERAL**

**26. To the extent permitted by law and the Australian Consumer Law, the Promoter shall not be liable for any loss or damage whatsoever (including but not limited to direct or consequential loss) or for any personal injury suffered or sustained, including as a result of the Promoter's negligence, in connection with this Promotion or the redemption or use of the Prizes. The Promoter accepts no responsibility for any tax implications or other costs and expenses that may arise from winning the Prize. For the avoidance of doubt, the Winner is solely responsible for the payment of all taxes (if any) in connection with the Prize. It is the Winner’s sole responsibility to seek independent financial advice as they require.**

**27. Any questions, comments or complaints regarding this Promotion should be directed to the Promoter.**

**28. The Promoter shall not be liable for any Prize that may be lost, stolen, forged, damaged or tampered with in any way after it reaches the Winner.**

**29. The Promoter and Promotional Participant accepts no responsibility for any difficulties caused by the Winner not adhering to the notified travel times and other travel conditions as specified in these Terms, or as otherwise communicated to Winner.**

**30. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.**

**31. The Promoter reserves the right to disqualify an Entrant in the event of non-compliance with these Terms (including the Entry warranties outlined above). In the event there is a dispute concerning the conduct of the Promotion, the decision of the Promoter is final and binding on each Entrant and no correspondence will be entered into.**

**32. By entering into the Promotion, you accept that any dispute with respect to the Promotion and/or these Terms shall be subject to the jurisdiction of the Victorian Courts in Australia.**

**PRIVACY**

**33. The Promoter collects Entrants' personal information to enable them to participate in the Promotion to conduct and manage the Promotion, to verify Entrants' identity and eligibility to enter, to contact the Winner and publish their names and to comply with its legal obligations as the Promoter. The Promotor will not disclose the Entrants’ personal information with a third party. In instances where we are in possession of your information (for example email. Phone numbers, postal address) under no circumstances do we sell, share or rent these details to a third party. We vigilantly maintain the confidentiality of our customers personal information. If you have any concerns or require further information on our Privacy Policy, please do not hesitate to get in contact with us at** [**tforthomas.com/contact**](tforthomas.com/contact)

**T for Thomas Incorporated PRIVACY POLICY**

**T for Thomas Inc have adopted this Privacy Policy to ensure that we handle personal information in accordance with the National Privacy Principles set out in Schedule 3 of the Privacy Act 1988 (Cth).**

**Personal Information**

**T for Thomas Inc will not share any information obtained from customers with a third party. Providing safe, private and secure interactions with our charity is of utmost importance to us.**

**In instances where we are in possession of your information (for example email, phone numbers, postal address) under no circumstances do we sell, share or rent these details to any third party. We vigilantly maintain the confidentiality of our customers personal information. If you have any concerns or require further information on our Privacy Policy, please do not hesitate to get in contact with us.**

**We may monitor and collect information about the navigation and browsing activities of visitors and customers to our website or social media pages. However, no individual information is collected. This information is solely for the purpose of informing us what pages customers are visiting and how long they are browsing our website. No customer can be personally identified through this information.**

**Names,email addresses and phone numbers provided to us by customers may be collected on a database for our records. This information will be of limited access to staff on a need to know basis. We will never disclose this information provided to us by you as a customer. For more information, please email: tforthomas.com/contact**

**Our privacy policy may be amended from time to time in the future to help us to continue to safeguard your information and maintain our standard of confidentiality. Please refer back to the policy to review in the future.**