

## **RACQ Pet Insurance “Pet Search 2019” Competition Terms and Conditions**

1. This competition is a promotion run by RACQ Operations Pty Limited ABN 80 009 663 414 (“Promoter”).
2. Entries and information on prizes and how to enter form part of these terms and conditions (“Terms”). Entries not completed in accordance with these Terms are ineligible. Participation in this competition constitutes acceptance of these Terms.
3. The competition is open to residents of Queensland aged 18 years and over at the time the competition is drawn.
4. Directors, officers, management, employees and other staff (and the immediate families of directors, officers, management, employees and other staff) of the Promoter, related entities and agents of the Promoter are ineligible to enter.
5. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe breached any of these conditions, or engaged in any unlawful or otherwise improper misconduct calculated to jeopardise the fair and proper conduct of the competition. The Promoter’s legal rights to recover damages or other compensation from such an offender are reserved.
6. Any entrant found to have used a third party (including online competition entry site) to enter on their behalf will have all entries invalidated and any claim they have to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any prize awarded. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request. The Promoter reserves the right to disqualify any entrant who provides false information or who seeks to gain an unfair advantage or to manipulate this competition.
7. Bullying and malicious behavior between entrants will not be tolerated. If any entrants have been found to break this clause, the entrant/s will be immediately disqualified from the competition.
8. The competition commences on 3 June 2019 and closes on 31 July 2019 (**Promotion Period**).
9. Entries may be submitted from 9am on 3 June 2019 until 5pm 15 July 2019 AEST (**Entry Period**).
10. Eligible entrants may enter this competition by submitting a photo or video entry of their dog or cat along with their name, email address, phone number, location, pet’s name, pet’s birthday, pet’s breed and checking a box if they are a current RACQ member in the entry form at [racq.com/petsearch](http://racq.com/petsearch) during the Entry Period. Photos or videos must have been taken by the entrant or a family member and be no more than 3 months old at the time of entry. No responsibility is accepted for late, lost or misdirected entries.
11. All entrants consent to the use of their materials submitted and details by the Promoter. All materials submitted by an entrant (including photographs and videos) become the property of the Promoter. The Promoter may use the materials submitted for any purpose without attribution, and entrants will not be entitled to any fee for such use.

### **Competition Finalists**

12. The competition finalists will be selected at 10am, Tuesday 16 July 2019 (AEST), at 60 Edward Street, Brisbane 4000.
13. There will be 50 competition finalists in total chosen by a judging panel. Out of the top 50 finalists, the top 12 winners will be determined via a voting period. The top 12 will consist of 6 dogs and 6 cats and the top 6 cats and 6 dogs will be determined by the highest votes in the voting period. The Promoter’s decision of the top 50 is final and no correspondence will be entered into.
14. The final voting round for the top 12 winners will be open from 9am, 17 July 2019 to 5pm 31 July 2019 (AEST) in such form or manner as the Promoter may determine (**Final Voting Round**). The Winner will be notified on Friday 2 August 2019.
15. The overall grand prize winner will be the finalist with the most number of votes at the end of the Final Voting Round (**Overall Winner**). The Promoter’s decision is final and no correspondence will be entered into.

### **Prizes for Overall Winner and Competition Finalists**

16. The Overall Winner will receive a \$1,000 Eftpos Card.
17. The other 11 competition finalists will also each win a \$1,000 Eftpos Card.
18. All competition top 12 finalists will also win a photo shoot to have their pet featured in the 2020 RACQ Pet Insurance Calendar with the Overall Winner being featured on the cover as well as on the cover of The Road Ahead.
19. The total prize pool value is \$12,000 (inclusive of GST). Prize components may alter at the discretion of the Promoter. Any change in the value of the prize between the publishing date and the date that the prize is claimed is not the responsibility of the Promoter.
20. The winners will be notified by email using the email address provided by the winners when they entered the competition. The prize details will be posted to the winners to the address provided by the winner when they entered the competition.
21. If a Competition Finalist or an Overall Winner is unable to be contacted within two weeks of the end of the Final Voting Round, a new winner will be selected by the Promoter and announced on 16 August 2019. The new winner will be notified by email using the email address provided by the winner when they entered the competition or through their social media account used when entering the competition.
22. The finalist must be available to attend the photo shoot on the days specified by RACQ Marketing. If finalists are based in SEQ, RACQ will provide a few date options for a photo shoot in Brisbane, and if the finalist is unable to attend any of the dates provided, they will unfortunately need to forfeit their top 12 position. If finalists are located outside of South East Queensland, RACQ and a photographer will travel to a town with an airport specified by RACQ nearby the winner to capture the image. Due to travel, only one

date option will be available. Towns will be selected based on proximity to the winner/s and if the town has a suitable photography studio. If the finalist is unable to attend the date provided or transport themselves to the town specified by RACQ, they will unfortunately need to forfeit their top 12 position.

23. The Promoter's decision is final and no correspondence will be entered into.

24. The prize is not transferable, exchangeable or redeemable for cash.

#### **Weekly Prize Draw**

25. A weekly prize draw will also occur during the Entry Period.

26. Eligible entrants may enter the weekly prize draw competition by sharing their entry with the hashtags #RACQpetsearch and #RACQpawsonality via Facebook or Instagram during the Entry Period.

27. Each week one weekly prize draw winner will be chosen at random from the list of eligible entrants. Each weekly prize draw winner will win a Vet Products Direct eVoucher valued at \$100.

28. The weekly prize draws will occur on the Friday of each week during the Entry Period and the weekly prize winner will be notified that same day.

29. The total prize pool for the weekly prize draw is \$600 (being one prize valued at \$100 per week over 6 weeks). The prize is not transferable, exchangeable or redeemable for cash. Prize components may alter at the discretion of the Promoter. Any change in the value of the prize between the publishing date and the date that the prize is claimed is not the responsibility of the Promoter.

30. In the event that a weekly prize draw winner is unable to be contacted within one week of the relevant draw, a new winner will be selected by the Promoter. The new weekly prize draw winner will be notified by email using the email address provided by the winner when they entered the competition or through their social media account used when entering the competition.

#### **General**

31. The information that entrants provide will be used by the Promoter for the purpose of conducting the competition, and to periodically keep entrants informed about the goods and services provided by the Promoter, related entities and its service providers. By entering this competition entrants consent to the use of their contact details for the purposes described in this clause. The Promoter may use or disclose entrants' personal information to related entities or other appropriate third parties in accordance with its privacy policy available on its Internet site at [racq.com](http://racq.com).

32. The prize winner acknowledges that the prize, or any component of the prize, may be subject to the standard terms and conditions of the individual prize supplier(s) and may be subject to additional terms and conditions imposed by third parties. The winner must become acquainted with any such additional terms and conditions prior to accepting the prize. The Promoter does not accept any responsibility and is not liable for any additional conditions imposed on the taking of the prize by third parties, or for the breach of those conditions by any person. The acceptance of the prize creates a relationship between the prize winner and the individual prize supplier(s) and the Promoter is not responsible for, and accepts no liability in relation to, any loss, damage or claim that may be incurred by the prize winner as a result of the prize winner's decision to accept the prize.

33. In participating in the prize activity, the winner agrees to participate and cooperate as required in all editorial activities relating to this promotion, including but not limited to being interviewed, video-recorded and photographed. The winner agrees to grant the Promoter and its related entities a perpetual, non-exclusive licence to use such audio, footage and/or photographs in all media worldwide and the winner will not be entitled to any fee for such use. The winner agrees that they will not sell or otherwise provide their story, video and/or photographs to any media or other organization.

34. Entrants consent to the Promoter and its related entities using their name, likeness, image and/or voice in the event they are a 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 the promotion (including any outcome), and promoting products manufactured, distributed and/or supplied by the Promoter or its related entities.

35. In participating in this competition, the entrants agree that they will not sell or otherwise provide their story, video and/or photographs to any media or other organisation during and after the competition. If any entrants have been found to break this clause, it will result in immediate disqualification from the competition.

36. The Promoter will use its best endeavours to provide the prize as listed. If the prize (or any element of the prize) is unavailable, the Promoter, in its absolute discretion, reserves the right to substitute the prize (or that part of the prize) with a prize of equivalent value and/or specification, subject to any written directions from a regulatory authority.

37. If for any reason this competition is not capable of being conducted by the Promoter as intended, whether because of computer virus, mobile phone failure, bugs, tampering, unauthorised intervention, fraud, technical failures, or any other cause beyond the reasonable control of the Promoter which in the Promoter's opinion affects the administration of the competition, security, fairness or integrity, the Promoter may in its sole discretion, cancel, modify or suspend the competition, subject to the approval of the Office of Liquor and Gaming Regulation in Queensland as may be required.

38. Without limiting any other paragraph, the Promoter may at its discretion amend any aspect of this competition or these terms, subject to applicable laws and subject to the approval of the relevant regulatory authorities.

39. The Promoter, its related entities, and the directors, officers, management, employees and other staff of the Promoter and its related entities (**Promoter's Agents**) will not be liable for any loss or damage or for any personal injury sustained as a result of taking the prize(s) or entering into this competition. The Promoter and the Promoter's Agents make no representations or warranties as to the quality, suitability or merchantability of any goods or services offered as prizes. To the extent permitted by law, the Promoter and the Promoter's Agents are not liable for any loss suffered to person or property by reason of any act or omission, deliberate or negligent, by the Promoter or the Promoter's Agents, in connection with the arrangement for the supply, or the supply, of goods and services by any person to the prize winner and, where applicable, to any persons accompanying the prize winners.

40. If, notwithstanding the above, the Promoter or the Promoter's Agents are found to be liable to any person in connection with this competition the Promoter's and the Promoter's Agents' maximum aggregate liability is limited to \$1.00.
41. To the maximum extent permitted by law, the Promoter and the Promoter's Agents will not be liable to any person for indirect or consequential loss or damage suffered by any person in connection with the entering the competition, or as a result of taking the prize. This applies to all claims, whether such claims are made in tort (including without limitation negligence), in equity, under statute or any other basis.
42. The laws of Queensland govern the Promoter's competitions.