

## **TERMS AND CONDITIONS for the**

## 'When I was a Kid ... '

- The competition is organised by Mortgage Choice Ormeau Limited ABN 57 009 161 979 of Shop 15, 174 – 176 Pascoe Rd, Ormeau QLD 4208 (Mortgage Choice Ormeau).
- 2. Information on how to enter and the prize form part of these terms and conditions.
- 3. This is a competition of skill. Chance plays no part in determining the winner.
- 4. All entries must be an independent creation by the entrant and free of any claims that they infringe any third party rights. Entries must not be unlawful, defamatory, abusive, insulting, threatening, obscene, inflammatory, offensive or otherwise contain content which, in Mortgage Choice Ormeau's sole discretion, is inappropriate or objectionable.
- 5. Entry is only open to Australian residents:
  - a. aged 18 years or under, who have obtained the consent of their parent or legal guardian to enter this competition; and
- 6. Employees and their immediate families of Mortgage Choice and the agencies associated with this competition, Mortgage Choice franchisees, their employees and immediate families are ineligible to enter.
- 7. Only one Entry per person will be accepted.
- 8. No responsibility is accepted for incorrect, late, entries.
- 9. By entering the competition, the Entrant acknowledges that they have read and understand and agree to be bound by these terms and conditions. Any costs associated with accessing the Website/facebook page are dependent on the internet service provider used.
- 10. 'When I was a Kids...' competition commences at 12pm AEST on Monday 13<sup>th</sup> May 2019 and finishes at 5pm AEST on Wednesay 31st July 2019 (Entry Period). Entries received after this time will not be valid.
- 11. Entries will be judged by a panel of judges appointed by Mortgage Choice Ormeau.
- 12. The Prize will be awarded to the Entry, which in the judge's reasonable opinion is the first to respond to the post with the correct answer (**Winner**).
- 13. The Winner will be assessed, determined and announced at the most reasonable time following the post at the offices of Mortgage Choice Ormeau.
- 14. The Winner will be notified by:
  - (a) via the facebook post and competition.

(b) The Winner's name will be published on the Mortgage Choice Ormeau Facebook page found at: www.facebook.com/MCDeslieTayor

- 15. The Winner must claim the Prize within 24 hours of the Winner Notification Date to (**Claim Period**) and provide a postal address for Mortgage Choice to send the Prize.
- 16. If the Winner is unable to comply with these Terms and Conditions and/or does not claim the Prize within the Claim Period, Mortgage Choice Ormeau reserves the right to award the prize to the next best entry (**Unclaimed Prize Determination**).



- 17. The Winner of the Unclaimed Prize Determination will be notified within 12 hours of the determination in accordance with clause 20.
- The Winner will be awarded a gift card from a selected store of Mortgage Choice Ormeau's choice to the total value of AUD\$50.00. (inclusive of GST) (Prize).
- 19. The Prize is not redeemable for cash.
- 20. Mortgage Choice will not be responsible for any delay, loss or damage to the Prize once it has left Mortgage Choice's or the supplier's premises.
- 21. If the Winner is under 18 years of age, the Prize will be awarded to the parent of legal guardian of the Winner.
- 22. Mortgage Choice Ormeau reserves the right to request a Winner to provide proof of identity and proof of Entry validity. These proofs must be in a form suitable for verification by Mortgage Choice. In the event that a Winner cannot provide suitable proof, the Winner will forfeit the prize and no substitute will be offered to the Winner.
- 23. The Winner's use of the Prize is subject to additional terms and conditions imposed by the supplier(s) of the Prize (if any), with which the Winner must comply.
- 24. Entrants' personal information will be collected by or on behalf of the Promoter to enable it to conduct the Competition and publicise the name of the Winners.
- 25. Entrants' personal information may be disclosed to third parties who assist the Promoter in conducting this Competition, including regulatory authorities, entities which supply and deliver the Prizes to the Winners, and marketing and communications agencies.
- 26. The Winners' names will be published and retained as required by relevant legislation and as specified in these Terms and conditions.
- 27. The Winner consents to Mortgage Choice Ormeau's use of the Winner's name, likeness, image, picture, voice, statements, testimonials or quotations for promotional, marketing and publicity purposes in any media worldwide, without any fee being paid to the Winner.
- 28. Mortgage Choice Ormeau, its related bodies corporate and the suppliers, agencies and other companies involved in this Competition assume no responsibility for any error, omission, interruption, defect, delay in operation or transmission, or loss or damage to data.
- 29. If this Competition is not capable of running as planned for any reason (including as a result of technical failures, fraud or causes beyond the Mortgage Choice's control), Mortgage Choice may, in its sole discretion, cancel, suspend or change the Competition and recommence it on similar terms, subject to any directions by regulatory authorities.
- 30. To the fullest extent permitted by law, Mortgage Choice, its related bodies corporate and their respective officers, directors, employees and agents exclude liability for all loss (including loss of data, unauthorised access to data and consequential loss), damage, expenses, death or personal injury suffered or incurred arising out of, or in connection with, this Competition (including in relation to the Winner's participation in this Competition and use of the Prize).
- 31. These Terms and Conditions are governed by the laws of the State of Queensland.