

# Terms and Conditions

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Wesley Research Institute

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# Terms and Conditions – Wesley Research Institute

The name of this promotion is Wesley Research Institute Open Day

The promoter of this promotion is Wesley Research Institute Ltd, Address: PO Box 499 Toowong QLD 4066, ABN: 85 066 149 666 . Wesley Research Institute Ltd is a registered charity under the Collections Act 1966 (Qld) and with the Australian Charities and Not-for-profits Commission.

## 1. Eligibility

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- (a) To be eligible to enter this promotion entrants must:
  - (i) be an Australian citizen;
  - (ii) be over 18 years old;
  - (iii) subscribe to the Wesley Research Institute newsletter which must include the entrant's mobile phone number. Entry will be available online via [www.wesleyresearch.org.au](http://www.wesleyresearch.org.au) from 11 November 2024.
- (b) Prizes will be drawn at Level 8 East Wing, The Wesley Hospital, Auchenflower QLD 4066 at 12:30pm AEST on Monday 25 November 2024.
- (c) This is a game of chance in which only one entry per person is permitted. Only one prize will be awarded per person.
- (d) Entering this promotion is deemed acceptance of these Terms and Conditions. Entrants under the age of 18 are required to have a parent or guardian read and accept these Terms and Conditions on their behalf.
- (e) Wesley Research Institute Ltd reserves the right to invalidate any entry which it considers to be in breach of these Terms and Conditions.
- (f) If, for any reason, the promotion is prevented or hindered being conducted as planned, including, but not limited to, due to tampering, unauthorised intervention, fraud, technical failures or acts of God, Wesley Research Institute Ltd reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process, take any action that may be available to it, and to cancel, terminate, modify or suspend the promotion.
- (g) Wesley Research Institute Ltd reserves the right to disqualify any contestant at any time in its absolute discretion.
- (h) Wesley Research Institute Ltd employees and directors, and their relatives are not eligible to enter.
- (i) The promotion is open to new newsletter sign-ups only.
- (j) The start date of the promotion is: Monday 11 November 2024 12:00am AEST
- (k) Entries close: Monday 25 November 2024 12:00pm AEST.
- (l) The prize will be drawn: at 12:30pm AEST at Level 8 East Wing, The Wesley Hospital, Auchenflower QLD 4066 on Monday 25 November 2024.

- (m) The promotion is open to Australian citizens only.
- (n) Social Media Entry. The following applies to entries via a social media platform:
  - (i) an entrant's entry must be submitted by the individual entrant;
  - (ii) use of social media platforms is subject to the terms and conditions of use of that social media platform;
  - (iii) entrants acknowledge that the promotion is in no way sponsored, endorsed or administered by, or associated with, any social media platform. The winners are solely responsible and liable for the content of their entries and/or posts and any other information they transmit to other Internet users; and
  - (iv) to the extent permitted by law, the winners agree to release any and all social media platforms (and their associated agencies and companies) used in conjunction with this promotion, against any and all losses, actions, claims, costs, expenses and damages (of any nature) which may be incurred by the winners and their companions in respect of their participation in the promotion.
- (o) Any form of automated entry using any device or software is invalid. Entries are deemed to be received at the time of receipt by Wesley Research Institute Ltd not at the time of transmission by the entrant.

## 2. Prizes

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- (a) There will be one (1) draw (unless there is a requirements for a re-draw as specified in these terms) and three (3) prize winners.
- (b) The first prize winner will receive a Westfield Gift Voucher to the value of **\$200**, second prize **\$100** and third prize **\$50**.
- (c) Prizes will be drawn from eligible entry forms at random using a random number generator in the presence of an independent scrutineer.
- (d) Wesley Research Institute Ltd reserves the right to redraw in the event of any entrant not claiming any prize. If any prize remains unclaimed or forfeited through ineligibility or otherwise, Wesley Research Institute Ltd will conduct another draw.
- (e) The prizes are not and cannot be exchanged for cash.
- (f) Wesley Research Institute Ltd.'s decision is final and it will not enter into correspondence regarding the result.
- (g) The winners will be contacted through email or the phone number details submitted on their entry form.
- (h) Entrants are responsible for notifying Wesley Research Institute Ltd in writing if contact details change.
- (i) To claim a prize, winners must respond to the communication Wesley Research Institute Ltd sends out following the prize draw (using the winner's mobile phone contact details), with full name, postcode and nominated Australian delivery address.
- (j) Prizes must be claimed as offered within 14 days of the winners' announcement in accordance with clause 2(i) above.

- (k) Wesley Research Institute Ltd accepts no responsibility for late, lost or misdirected mail in connection with this promotion.

### **3. Exclusion of liability and indemnification**

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- (a) To the fullest extent permitted by law, entrants waive any and all rights that they or any other person claiming through them may have, against Wesley Research Institute Ltd, its directors, employees and agents, and they release Wesley Research Institute Ltd, its directors, employees and agents from any and all claims, actions, proceedings and demands arising in relation to any injury (including death), property damage, consequential loss and any other loss, that is suffered by them or any person claiming through them as a direct or indirect result of their participation in the promotion, regardless of whether such loss arises under statute or in tort including the negligence of Wesley Research Institute Ltd or otherwise.
- (b) To the fullest extent permitted by law, entrants will indemnify and keep indemnified Wesley Research Institute Ltd, its directors, employees and agents against any claim or proceedings that is made, threatened or commenced, including for consequential loss and loss of profits and including legal costs on a full indemnity basis, that Wesley Research Institute Ltd, its employees or agents incur or suffer as a direct or indirect result of the entrant's participation in the promotion.
- (c) To the fullest extent permitted by law, Wesley Research Institute Ltd excludes all warranties or guarantees regarding the event including any warranty or guarantee that any services will be rendered with due care and skill or that any goods supplied in connection with those services will be reasonably fit for the purpose for which they are supplied. To the extent that liability for any warranty or guarantee cannot by law be excluded, then, to the fullest extent permitted by law, Wesley Research Institute Ltd.'s liability:
  - (i) for death, physical or mental injury or disease (including any aggravation or acceleration of such injury or disease) is entirely excluded; and
  - (ii) otherwise is limited, at Wesley Research Institute Ltd.'s option, to supplying the goods or services again or paying the cost of having the goods or services supplied again.

### **4. Media consent and privacy**

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- (a) By winning this prize the winners agree to participate in and co-operate as required with all reasonable Wesley Research Institute Ltd and media editorial requests relating to the prize, including but not limited to, being interviewed and photographed and/or filmed. The winners agree to Wesley Research Institute Ltd from time to time using their name, image and/or performance in this promotion for any purpose (including publicity, merchandising, editorial, education and fundraising) in any country and by any form of media without qualification (e.g. newspapers, magazines, other print publications, radio and television broadcasts, websites, podcasts, and vodcasts) in perpetuity.
- (b) Entrants' personal information will be collected by Wesley Research Institute Ltd. Wesley Research Institute Ltd may use an entrant's information to send them information about programs, products, services, fundraising or other activities which it thinks may interest them. Such personal information may be provided to other third parties where required by law or so that such third parties may provide Wesley Research Institute Ltd with services. In doing so, that personal information may be disclosed to overseas recipients. Please refer to Wesley Research Institute Ltd.'s Privacy Policy at [Wesley-Medical-Research-Privacy-Policy.pdf](https://wesleyresearch.org.au/Wesley-Medical-Research-Privacy-Policy.pdf) ([wesleyresearch.org.au](https://wesleyresearch.org.au)) for further details. By providing information to Wesley

Research Institute Ltd entrants consent to their information being disclosed or used for this purpose. Wesley Research Institute Ltd will take reasonable steps to ensure that such third parties deal with the information appropriately and only for Wesley Research Institute Ltd purposes. Wesley Research Institute Ltd's Privacy Policy explains how entrants can contact Wesley Research Institute Ltd to access and correct their personal information and or make a privacy complaint. If entrants wish to unsubscribe they should email Wesley Research Institute Ltd at [enquiries@wesleyresearch.org.au](mailto:enquiries@wesleyresearch.org.au) or call Wesley Research Institute Ltd on 07 3721 1500.

## **5. Other terms**

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- (a) Wesley Research Institute Ltd reserves the right to request verification of identity and residential address of winners and any other information relevant to entry into or participation in this promotion. Verification is at the discretion of Wesley Research Institute Ltd whose decision is final.
- (b) The laws of Queensland apply to the promotion and these terms and conditions. Entrants irrevocably submit to the exclusive jurisdiction of the Queensland courts in connection with the promotion.