

**EVERYDAY HERO PTY LTD ABN 21 117 080 430**  
**GREAT SOUTHERN CROSSING COMPETITION TERMS & CONDITIONS**

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**1. Definitions**

- (a) "Everyday Hero" means Everyday Hero Pty Ltd ABN 21 117 080 430 and, where appropriate, its employees, agents, contractors and officers.
- (b) "Competition" or "Great Southern Crossing Competition" means the cycling event conducted from 1 Septmeber 2016 to 28 September 2016.
- (c) "Promoter" means Everyday Hero.
- (d) "Rider" means each and every eligible individual entrant/eligible individual participant in the Competition.

**2. The Competition**

- (a) The Competition commences at 12.01 am (AEST) on 1 September 2016 and closes at 11.59 pm (AEST) on 28 September 2016.
- (b) The Competition involves setting a ride distance target of 5,200 kilometres to achieve over the course of the Competition.
- (c) Each team's ride distance is calculated by reference to the aggregate total of each team participant's individual distance travelled during the course of the Competition.
- (d) The Competition is a game of skill and chance plays no part in determining any winner of the Competition.
- (e) Each valid entry will be individually judged according to its merits on the following criteria:
  - (i) the number of kilometres travelled whilst participating in the Competition; and
  - (ii) the amount of money raised for a charity on the Everyday Hero profile whilst participating in the Competition.

**(Competition Prize Criteria)**

- (f) Prizes will be given to the top 3 teams as judged against the Competition Prize Criteria.

**3. Eligibility and Entry**

- (a) Entry is only open to teams of UP TO five Australian residents, each over the age of 18.
- (b) Teams wishing to enter the Competition must:
  - (i) visit the Everyday Hero website (<https://www.everydayhero.com.au>) to create a fundraising page;
  - (ii) nominate a charity to raise funds for; and
  - (iii) link their eligible fitness tracker software to the fundraising page.
- (c) Entry is not open to employees, directors, management and the immediate families of the Promoter and its related bodies corporate.

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- (d) The Promoter may, in its absolute discretion and without giving reasons for its decision, accept or refuse any application for registration.
- (e) A limit of one entry per individual entrant applies.
- (f) In entering the draw, each entrant agrees to being provided marketing information, from the Promoter or an affiliated charity, or the charity it has nominated on the Entrant's fundraising page.
- (g) The Promoter reserves the right in its sole discretion to disqualify any individual or team entrant who it has reason to believe has breached any of these Terms and Conditions, or engaged in any unlawful or other 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.

**4. Prizes and Incentives**

- (a) Team Prizes include:

| <b>Team Prizes</b>   |   |
|--|---|
| <b>Criteria</b>  | <b>Prize Description</b>  |
| Highest fundraiser   | Five \$300.00 wiggle.com gift vouchers (one voucher for each team member) |
| Second highest fundraiser                                  | Five \$200.00 wiggle.com gift vouchers (one voucher for each team member) |
| Third highest fundraiser                                   | Five \$150.00 wiggle.com gift vouchers (one voucher for each team member) |
| First to cross the finish line<br>(minimum \$1000 raised)  | Five \$300.00 wiggle.com gift vouchers (one voucher for each team member) |
| Second to cross the finish line<br>(minimum \$1000 raised) | Five \$200.00 wiggle.com gift vouchers (one voucher for each team member) |
| Third to cross the finish line<br>(minimum \$1000 raised)  | Five \$150.00 wiggle.com gift vouchers (one voucher for each team member) |

- (b) Interval Prizes:

| <b>Interval Prizes</b>                              |   |
|---|---|
| <b>Criteria</b>                                     | <b>Prize Description</b>                |
| Most kilometers cycled by a team in a weekend (TBA) | One \$200.00 gift voucher to wiggle.com |
| Most raised by a team in a weekend (TBA)            | One \$200.00 gift voucher to wiggle.com |

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|---|---|
| Most kilometers cycled by a team in a weekend (TBA) | One \$200.00 gift voucher to wiggle.com |
| Most raised by a team in a weekend (TBA)            | One \$200.00 gift voucher to wiggle.com |
| Best Postcard – Social Media Entry                  | One \$200.00 gift voucher to wiggle.com |
| Best Team Shot – Social Media Entry                 | One \$200.00 gift voucher to wiggle.com |

- (c) Each prize will be determined at 10:00 am (AEST) on 3 October 2016 (**Draw Date**) at the offices of Everyday Hero Pty Ltd at level 8, 333 Ann Street, Brisbane, QLD, 4000.
- (d) To be eligible for the 'First to Cross the Line' prize in first, second or third position, the team must have collectively raised over \$1000.
- (i) 'First to Cross the Line' prizes are inclusive of kilometres gained in the 'Dollar's for Km's' incentive, see item (k).
- (ii) 'First to Cross the Line' prizes will be awarded to the team who is the first to log their kilometres via Strava or MapMyFitness to their everydayhero fundraising page.
- (e) To be eligible for "Most Kilometres cycled by a team in a weekend" interval prize, kilometres will be measured exclusive of kilometres gained in the 'Dollar's for Km's' Incentive, see item (k).
- (f) Each prize (including any unused portion) must be taken as stated, and is not transferable, exchangeable or redeemable for cash.
- (g) Prize values are in Australian Dollars exclusive of GST.
- (h) To the extent permitted by law:
- (i) The Promoter makes no representations or warranties as to the suitability of any Prize; and
- (ii) No compensation will be payable if, for any reason, a prize winner is unable to use any prize as stated.
- (i) For winning teams, the prize will be given to the first named member of the winning team
- (j) The Promoter may, in its absolute discretion, deem any "winning" entry invalid subsequent to the winner being notified or the winner's name being announced if it is discovered that the winner did not enter into or participate in the Competition in accordance with these terms and conditions. In such circumstances, the next best entry, as determined by the Promoter pursuant to these terms and conditions and in its absolute discretion, will be the winner. The Promoter's decision is final and the Promoter will not enter into, nor is it obliged to enter into, correspondence regarding the result.
- (k) As a condition of accepting a Prize, the winner may be required to sign legal documentation as and in the form required by the Promoter and/or Prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.

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- (l) The 'Dollars for Km's' incentive
  - (i) The 'Dollars for Km's' incentive allows teams to progress further along the competition route based on the amount they raise with the following conditions:
  - (ii) For every \$5 raised by an individual in a team, the individual and in effect the team will progress 1 kilometre along the route
- (m) The Jersey incentive
  - (i) Fundraisers who have raised over \$2,500 by 11:59pm 31 July 2016 will be eligible for the Great Southern Crossing cycling jerseys
  - (ii) Everyday Hero will distribute the Great Southern Crossing cycling jerseys to the eligible participants before competition commencement on 1 September 2016.
- (n) Feature Charity Sock incentive
  - (i) The first 10 teams registered for a Featured Charity in the Great Southern Crossing will receive branded cycling socks
  - (ii) Everyday Hero will distribute the Great Southern Crossing cycling socks to the eligible participants as the registration places are filled by Featured Charities.
- (o) All prizing is final and awarded at the discretion of the event organiser (Everyday Hero).

**5. Notification and Unclaimed Prizes**

- (a) Each winner will be notified by email within two (2) business days of the determination of each prize category and the name of the winner will be published on <http://everydayhero.com.au/>.
- (b) Each winner must reply to the notification and claim their prize within 90 days of Draw Date.
- (c) Should any winner be unable to accept a prize within 90 days of the Draw Date, a redetermination of the particular prize category will take place on the following business day at 10 am at Everyday Hero's office at 333 Ann Street Brisbane 4000

**6. Health and Safety**

- (a) Each Rider is responsible for ensuring that they that they have adequately and appropriately prepared both physically and mentally for the Competition. By entering the Competition, each Rider warrants that they done so and are not aware of any illness, injury, physical disability or impairment which may cause them injury or death during the Competition. If the Rider has any health issues or doubts prior to or during the course of the Competition, the Rider warrants that they will immediately seek appropriate professional medical advice.
- (b) If during the Competition, the Rider becomes ill or is injured, the Rider warrants that they will cease participating in the Competition until they have obtained appropriate professional medical advice.
- (c) The Rider must ensure that their bicycle and associated equipment is in sound mechanical condition prior to and during the course of the Competition.

## **7. Compliance with State/Territory Laws**

- (a) During the course of the Competition, the Rider will comply with all traffic and road laws in the jurisdiction that they are participating in and any directions issued by officers of the law in their state/territory.
- (b) The Rider will wear an Australian Standard cycling helmet at all times during the course of the Competition while riding a bicycle.

## **8. Waiver and Acknowledgment**

- (a) The Rider acknowledges and agrees that participation in the Competition is inherently dangerous and that they participate in the Competition at their own risk. The risks associated with participating in the Competition include but are not limited to the risk that:
  - (i) the Rider may be involved in a collision with people, animals, vehicles and/or other objects;
  - (ii) the Rider may lose his/her balance;
  - (iii) the Rider may suffer harm from physical exertion;
  - (iv) the Rider's bicycle may malfunction and the Rider may fall;
  - (v) the Rider may suffer from the effects of heat, cold, wind, rain and other weather conditions;
  - (vi) the Rider may otherwise fall from their bicycle.
- (b) Each of these risks may result in the Rider suffering harm including but not limited to death, physical or mental injury, property damage and economic loss. There may be other risks to which the Rider may be exposed, including injury caused to other parties or damage caused to the property of other parties.
- (c) It is the Rider's responsibility to ensure that they abide by all road and safety rules, including wearing appropriate clothing and safety equipment, such as helmets, brightly coloured vests and lighting, as may be required by the state or territory laws in the jurisdiction in which they are riding.

## **9. Release, Indemnity and Limitation of Liability**

- (a) The Rider releases the Promoter from all claims (including those arising out of negligence), loss, damage, liability, cost and expense arising out of the Rider's participation in the Competition and the Rider indemnifies the Promoter against any claim (including but not limited to those arising in negligence), loss, damage, liability, cost and expense that may be incurred or sustained by the Promoter in connection with any act, matter or thing done, permitted or omitted to be done by the Rider or which was in any way connected with the Rider's involvement in the Competition.
- (b) Except for any liability that cannot be excluded under the Consumer Guarantees (as defined below) or other applicable law, the Promoter 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 Competition, including, but not limited to, where arising out of the following:

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- (i) any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
- (ii) any theft, unauthorised access or third party interference;
- (iii) 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;
- (iv) any variation in Prize value to that stated in these Terms and Conditions;
- (v) any tax liability incurred by any individual or team entrant;
- (vi) any Prize(s);
- (vii) or participation in or use of a Prize.

In these terms and conditions, 'Consumer Guarantees' means the consumer guarantees which apply to the supply of products or services under the Australian Consumer Law ("ACL") as set out in Schedule 2 to the *Competition and Consumer Act 2010* (Cth) ("CCA"), as amended from time to time, or other similar legislation of a state or territory of Australia.

- (c) The ACL contains guarantees that give consumers certain rights in relation to goods and services they acquire. As mentioned above, these guarantees cannot be excluded, restricted or modified except in certain circumstances. Section 139A of the CCA permits a term of a contract for the supply to a consumer of recreational services, to exclude liability of the supplier for death and personal injury arising from the failure to comply with a guarantee provided in sections 60 to 62 of the ACL. To the extent permitted by s139A of the CCA, the Rider acknowledges and agrees that the Promoter excludes all liability in connection with the supply of recreational services for:
  - (i) death;
  - (ii) physical or mental injury;
  - (iii) the aggravation, acceleration or recurrence of a physical or mental injury;
  - (iv) the contraction, aggravation or acceleration of a disease; and
  - (v) the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs in relation to an individual, that is or may be harmful or disadvantageous to the individual or community, or that may result in harm or disadvantage to the individual or community, resulting from a failure of the Promoter to comply with a guarantee in sections 60-62 of the ACL.
- (d) This exclusion of liability does not apply where significant personal injury is caused by the reckless conduct of the Promoter in accordance with s139A of the ACL.
- (e) Except as expressly included in these terms and conditions, all implied terms, conditions, warranties, rights or other additional obligations that can be lawfully excluded are excluded from these terms and conditions.
- (f) Any cost associated with entering the Competition online or otherwise accessing any website operated by the Promoter is the individual's responsibility and is dependent on the Internet service provider used.

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- (g) The Promoter is not responsible for any incorrect or inaccurate information either caused by programming associated with or utilised in the Competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this Competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.
- (h) If this Competition 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, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law:
  - (i) to disqualify any entrant; or
  - (ii) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Competition, as appropriate.

## **10. Privacy**

- (a) The Provider collects personal information about Riders to include those Riders in the Competition and in certain circumstances, to award prizes to those Riders. If the personal information requested is not provided, the Rider cannot participate in the Competition. By participating in the Competition, each Rider consents to the Provider using and disclosing their personal information to the Provider's agencies and other third parties engaged to provide services in connection with the Competition for use for contacting the Rider in relation to the Competition and the purposes set out in the privacy policy of Everyday Hero which is available at <https://everydayhero.com/au/terms/privacy/>.
- (b) The Rider grants this consent until such a time as they withdraw their consent by giving notice to Everyday Hero. The Rider can also gain access to, update or correct any personal information held by Everyday Hero by contacting Everyday Hero at <https://everydayhero.com/au/terms/privacy/>.
- (c) By entering the Competition, the Rider agrees that:
  - (i) they may be contacted by Everyday Hero (or an agent of Everyday Hero) to provide comments about the Competition and Everyday Hero (or an agent of Everyday Hero) may take photos or recordings of them;
  - (ii) Everyday Hero may use any comments obtained from them, their name, and/or likeness and any photos or recordings of them ("the Materials") for Everyday Hero promotional and marketing purposes without further reference or compensation to them;
  - (iii) Everyday Hero may duplicate, alter, adapt and utilise the Materials as Everyday Hero wishes at any time, anywhere and by any means (including communicating them to the public in any media). Everyday Hero may license, authorise or otherwise transfer the rights in the Materials to others to do the same;
  - (iv) they grant to Everyday Hero on creation of the Materials a worldwide, perpetual, royalty-free, exclusive and irrevocable licence to use the Materials for whatever purpose it determines;
  - (v) they unconditionally and irrevocably:

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- (A) consent to any act or omission that would otherwise infringe any of their moral rights in the materials (as defined in Part IX of the *Copyright Act 1968* (Cth)) and present and future rights of a similar nature conferred by statute anywhere in the world whether occurring before or after this consent is given (“Moral Rights”); and
- (B) waive all Moral Rights in the Materials that arise outside Australia; and
- (vi) they agree not to institute, maintain or support any claim or proceeding for infringement of their Moral Rights in the Materials.

## **11. Jurisdiction**

- (a) These Rules shall be governed by the laws of Australia and the non-exclusive jurisdiction of the courts exercising jurisdiction there.
- (b) A reference to time is a reference to time in Brisbane.

## **12. Publicity**

- (a) Entrants consent to the Promoter using the entrant’s name, likeness, image and/or voice in the Competition they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without further notice or remuneration for the purpose of promoting the Competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.