

RETHINK BEST AND FAIREST 2018 COMPETITION

TERMS AND CONDITIONS

1. The Promotion is run by the Cancer Council Victoria (ABN 61 426 486 715), trading as Cancer Council Victoria ('Promoter') of 615 St Kilda Road, Melbourne VIC 3004.
2. The Best and Fairest Competition ('Promotion') is a promotion that seeks to encourage Victorian sports organisations, clubs and recreation centres to reduce the availability of sugary drinks and to promote the Rethink Sugary Drink campaign.
3. Information on how to enter and the details of all prizes form part of these Terms and Conditions. Entry in this promotion is deemed acceptance of these Terms and Conditions and a representation that an entrant meets the entry requirements.
4. Entry is only open to all Victorian sports organisations, clubs and recreation centres via the Rethink Sugary Drink [Best and Fairest website](#). Each organisation, club or recreation centre may submit only one entry.
5. Employees (and their immediate families) of the Promoter and agencies associated with this promotion, including:
 - Apunipima Cape York Health Council
 - Australian Dental Association Inc
 - Australian Dental and Oral Health Therapists' Association
 - Cancer Council Victoria
 - Dental Health Services Victoria
 - Dental Hygienists Association of Australia
 - Diabetes Australia
 - Healthier Workplace WA
 - Kidney Health Australia
 - LiveLighter
 - Mai Wiru Sugar Challenge Foundation
 - Nutrition Australia
 - Obesity Policy Coalition
 - Parents Voice
 - Public Health Association
 - Stroke Foundation
 - The Royal Australasian College of Dental Surgeons
 - VACCHO
 - YMCA

are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.

6. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, and the organisation's functions and place of operation). In addition, the Promoter reserves the right to request the winner to provide proof of identity, and proof of address at the nominated prize delivery address. Identification considered suitable for verification is at the discretion of the Promoter.
7. The Promoter reserves the right, absolutely, to disqualify any entrant who submits an entry that the Promoter considers is not in accordance with these Terms and Conditions.
8. All personal information collected for the purposes of this competition may be disclosed to third parties for the purposes of the competition and will otherwise be handled in accordance with Cancer Council Victoria's Privacy Policy. Our Privacy Policy, available on our website at www.cancervic.org.au or on request by calling 13 11 20, explains how we handle your personal information, including how to request access to and correction of your personal information, how to make a privacy complaint and how we will deal with such a complaint.
9. The Promotion commences at 1:00pm AEST on 05/9/18 and final entries close at 11:59PM AEST on 05/12/18. . All times stated in these Terms and Conditions are based on Melbourne time. To enter, organisations must:
 - a) Submit an online entry form on the [Best and Fairest website](#) explaining why and how their sports organisation, club or centre is reducing sugary drink availability
 - b) Create a short 1 minute video illustrating the actions their organisation took to reduce sugary drink availability.
 - c) Entrants must upload their video to YouTube and share their link via the [Best and Fairest website](#).
 - d) Provide their contact details

The promotional flow and the relevant start and close times for judging are outlined in the table below. The winners will be announced via email on the date outlined below.

Prizes	Entries start	Entries close	Judge	Date of judging
Two winners, each will receive a \$500 sports equipment voucher delivered to their nominated address	5/09/2018 at 09:00AM AEST	05/12/2018 at 11:59PM AEST	Judged by a competition panel at Cancer Council Victoria	06/12/2018

10. Winners will be notified via email within three days of the judging date, specified above.
11. Incomplete or indecipherable entries will be deemed invalid.
12. This is a game of skill, and entries will be judged by the competition panel at Cancer Council Victoria. Chance plays no part in determining the winners, and all entries that are not otherwise excluded from consideration under these terms will be judged.
13. Entries will be judged by the judging panel according to the following criteria in no particular order:
 - a) The number of successful changes or policies sport clubs or recreation centres have implemented to reduce sugary drink availability
 - b) How accessible, visible and available sport clubs or recreation centres have made water in their setting
 - c) Originality
 - d) Effective promotion of one or more of the Rethink Sugary Drink key messages listed [here](#).
14. The judges may select additional, reserve entries which they determine to be the next best, and record them in order, in case of an invalid entry or ineligible entrant.
15. The Promoter's decision is final and no correspondence will be entered into.
16. Winners will be required to provide their contact details to Cancer Council Victoria for delivery of their prize. If, for any reason, a winner does not contact Cancer Council Victoria to claim their prize by 10th December 2018, then the prize will be allocated to the next best entrant as assessed by the judging panel.

17. If any prize (or part of any prize) is unavailable for any reason, the Promoter, in its absolute discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification.
18. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash. On-selling of prizes is not permitted.
19. When an entrant submits any materials via the Promotion including comments and videos, intellectual property subsisting in the Content vests in the Promoter and the entrant agrees to assign all intellectual property to the Promoter. The Promoter may use, reproduce, modify, adapt, publish and display such Content for any purpose in any media, without compensation, restriction on use, attribution or liability. Entrants agree not to assert any moral rights in relation to such use and warrant that they have the full authority to grant these rights.
20. Entrants warrant and agree that:
 - a) they will not submit any Content that is unlawful or fraudulent, or that breaches any intellectual property, privacy, publicity or other rights of any person, or is defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin, sexual orientation, disability or gender, or is not suitable for children aged under 15, or is otherwise unsuitable for publication;
 - b) they will obtain full prior consent from any person who has jointly created or has any rights in the Content, to the uses and terms herein;
 - c) their Content shall not contain viruses or cause injury or harm to any person or entity; and
 - d) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems in Australia.
 - e) Entrants may be disqualified where the Promoter reasonably believes that they have entered into any unlawful or improper conduct, including a breach of these terms and conditions.
21. Entrants consent to the Promoter using their organisation's name and logo, and the video and other content submitted on entry, as well as the likeness, image or voice of individuals representing the organisation in the event they are a winner/s on the [Rethink Sugary Drink website](#), across social media platforms and in any media from 05/12/18, without remuneration, for the purpose of promoting this promotion (including any outcome), and promoting the purpose and programs of Rethink Sugary Drink
22. If this promotion 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 modify, suspend, terminate or cancel the promotion. Notice of cancellation will be communicated via the [Rethink Sugary Drink website page](#).

23. Without limiting any other terms herein, the entrant agrees to indemnify the Promoter in respect of any loss incurred as a result of the entrant's breach of any of the above terms.
24. To the extent permitted by law, the Promoter is not responsible or liable for loss to any person that arises out of:
 - a) purported entries that are not received for any reason whatsoever
 - b) the unavailability or inaccessibility of any service whether or not caused by traffic congestion on the Internet or at any Website
 - c) unauthorised human intervention in any part of the competition
 - d) any damage to persons or property, including to the participant's or any other person's computer related to, or resulting from, participation or downloading any materials in this competition.
 - e) Injury or loss sustained to any persons or property in the course of participating in any activity won as a prize.
25. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
26. These terms and conditions are governed by the laws of Victoria and entrants submit to the exclusive jurisdiction of the courts of Victoria.