

The Sudsy Challenge TERMS & CONDITIONS

Prizes & Competitions 2024

- The Promoter is Orange Sky Australia: (ABN 85890622990) of 17 Dover Street, Albion QLD, Australia 4010. Telephone number (07) 3067 5800
- Information on how to enter and prizes forms part of the terms of entry. Entry into the competition is deemed acceptance of these terms and conditions.
- To the extent of any inconsistency between these Terms and Conditions and any other reference to this competition, these Terms and Conditions prevail.
- Entrants understand that they are providing their information to the Promoter. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this promotion must be directed to the Promoter.

Who can enter

- Entry is open to all residents of Australia except employees and immediate families of the Promoter and their associated companies and agencies and participating outlets. Immediate family means any of the following: spouse, ex-spouse, defacto 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 and first cousins.
- All entrants under the age of 18 must obtain the prior permission of their legal parent or guardian over the age of 18 to enter. The parent or guardian of the entrant must read and consent to all Terms and Conditions. The parent or guardian may be called to verify consent and may be required to sign a release at the discretion of the Promoter. The release will require the winner's parent or guardian to accept responsibility for the acts and forbearances of the winner. The release will include the full name, address and telephone number of the winner's legal guardian. Failure to provide such proof, particulars or releases will immediately invalidate the winner's entitlement to the prize, subject to State and Territory legislation. If the competition winner is under 18 years of age, the prize will be awarded to the winner's parent or legal guardian.
- The Promoter reserves the right to request winners to provide proof of identity, proof of residency at the nominated prize delivery address and/or proof of entry validity or proof of registration ownership in order to claim a prize. Proof of identification, residency and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.

When to enter

- The competition commences on 10th June 2023 at 9:00am (AEST) and concludes on Monday October 21st 9:00am AEST. Entries must be received by the Promoter prior to the competition close date and time.

How to enter

- The details of how to enter the competition are set out on the entry forms and by participating in The Sudsy Challenge.

- Entrants may enter the competition by raising their money or contacting Orange Sky by Monday October 21st October by the correct channels.
- Fundraising Incentives - participants who raise \$48 will receive their prize t-shirt via post following complete registration. The fundraisers who raise \$288 may receive their prize shortly after raising their \$288 or no later than October post campaign.
- Entrants are required to take full responsibility for the content of their entry and for ensuring that their entry complies with these Conditions of Entry. For the purposes of these content requirements, "entry content" includes any content (including text, photos, videos and email messages) that entrants submit, upload, transmit, publish, communicate or use in connection with their entry into the Promotion. Entries must be the entrant's original work. The Promoter reserves the right to verify, or to require the entrant to verify, that the entry is the entrant's original work. If an entry cannot be verified to the Promoter's satisfaction, the entry will be deemed invalid. The Promoter may, in its absolute discretion, edit, modify, delete, remove or take-down any part of an entrant's entry. An entrant's entry must not include:
 - Any image or voice of any other person without that person's express consent. Entrants warrant that if any such content is included, they have obtained the express consent of the relevant person;
 - Any content that contravenes any law, infringes the rights of any person or is potentially insulting, inflammatory, defamatory, obscene, offensive, discriminatory, indecent or otherwise objectionable or inappropriate (which includes, without limitation, any content involving nudity, malice, excessive violence or swearing); and
 - Any literary, dramatic, musical or artistic work, any audio-visual or sound recording, or any other item in which copyright subsists, unless the entrant is entitled to do so. If an entrant has any doubts about whether they have the right to include any content (for example, recorded music) they must not include it. By including any such content in their entry, the entrant warrants that they have the permission of the relevant copyright owner to do so and that this permission allows the Promoter to use the entry in accordance with these Conditions of Entry.
- The Promoter reserves the right to disqualify a winner if Promoter becomes aware that the winner and/or the winner's entry is of a type described in this clause.
- Any entry that is made on behalf of an entrant by a third party will be invalid.
- The Promoter reserves the right to disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these Terms & Conditions of Entry or who has, in the opinion of Promoter, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter.

Number of Entries permitted

- All entrants may enter as many times as they like but only one (1) prize of each prize described is on offer during the promotional period.

Determination and Notification of winner

- The winner will be the valid entry submitted in accordance with these terms and conditions that is judged by the Orange Sky Australia team on Tuesday October 21st at 10:00am.
- If any particular determination is scheduled on a public holiday, the determination will take place on the following business day.

- The Promoter's decision is final and the Promoter will not enter into correspondence regarding the competition result or any other decisions the Promoter makes in connection with the Promotion.
- The winner will be notified via telephone or email within one business day of being determined.
- Prizes will be awarded to the person named in the entry. However, in a dispute, prizes will be awarded to the account holder of the entry mechanism used to submit their entry (i.e. mobile phone account holder or land line account holder).
- Should an entrant's contact details change during the promotional period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.
- If the winner has not claimed the prize within 7 days of the prize draw, then he or she will forfeit the prize and the prize will be awarded to the valid entry submitted in accordance with these terms and conditions that is judged by the Orange Sky Team. The winner of the unclaimed prize will be notified via personal telephone call within one business day of the date on which they are judged to be the unclaimed prize winner.

Prizes on offer

- Prizes are as listed on the website thesudsychallenge.com.au/prizes and may change or be updated at any time.
- Prize is exclusive of freight to the winner if freight is determined unreasonable. Delivery must be to an Australian residential address.
- Unless otherwise expressly stated, prize values are based upon the recommended retail prices at the time of first publication of these Terms and Conditions (inclusive of GST). The Promoter accepts no responsibility for change in prize value between now and the ultimate prize redemption date.
- Prizes cannot be transferred, exchanged or redeemed for cash.
- It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements
- It is a condition of accepting the prize that the winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion. If an entrant under 18 years of age wins a prize then their parent or guardian must sign the legal release referred to in this clause on the minor's behalf.
- Specific prize conditions are as follows;
 - All prize presentations and workshops from Nicholas Marchesi, Lucas Patchett, or other Orange Sky staff or volunteers are subject to availability of the individuals and mutual agreement between parties on an appropriate date, time, location and number of attendees.

Further Terms and Conditions

- The Promoter (subject to State and Territory Legislation) reserves the right to amend, cancel or suspend this competition if an event beyond the control of the Promoter corrupts or affects the administration security, fairness, integrity or proper conduct of this competition. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this competition.
- The Promoter and their associated agencies and companies assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of entries, and reserves the right to take any action that may be available.

- If for any reason this competition is not capable of running as planned, including (without limitation) due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, the Promoter reserves the right in its sole discretion take any action that may be available, and (without limitation) to cancel, terminate, modify or suspend the competition, subject to any direction given under State Regulation.
- Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
- Any entrant found to be entering incorrect contact details, including incorrect email contact details, will have all entries invalidated and any claim 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 awarded to the Promoter. 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.
- If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State Regulation. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
- It is mandatory that an Australian current residential street address be provided for ease of correspondence and potential prize delivery. The Promoter makes all reasonable efforts to deliver prizes to the addresses provided by competition entrants. The Promoter cannot guarantee that any prizes returned to the Promoter due to non-delivery at the provided address will be re-sent to the prize winner. The Promoter and its associated agencies and companies will not be liable for any damage to or delay in transit of prizes.
- The Promoter reserves the right to re-determine the winner in the event of an entrant, claiming to be a winner, being unable to satisfy these Terms and Conditions.

Copyright, statutory guarantees, waiver and liability

- In consideration for the Promoter awarding the prize to the winner, the winner hereby permits the winner's submission, image and/or voice, as recorded, photographed or filmed during the winner's participation in the prize to appear in connection with the Promoter publications, or the advertising or marketing thereof, in any media whatsoever throughout the world and the winner will not be entitled to any fee for such use.
- The Promoter acknowledges that the entrant may own intellectual property rights (including copyright) in any material created or otherwise submitted to the Promoter in connection with the entrant's entry or participation in any aspect of the prize (**Works**). The entrant hereby grants the Promoter a non-exclusive, irrevocable, perpetual, worldwide licence to use the Works (including modifying, adapting or publishing the Works, whether in original or modified form, in whole or in part or not at all). The entrant acknowledges and agrees that neither the entrant nor any third party shall be entitled to any fee, royalty or other consideration in respect of such licence. If the entrant holds, now, or at any time in the future, any so called "droit moral" or moral rights in connection with the Works, the entrant unconditionally and irrevocably consents, for the benefit of the Promoter and all of its assignees, licensees and sublicensees to material alterations to the Works (including, without limitation, any copying, editing, adding to, taking from, adapting and/or translating the Works, in any manner or context) for any purpose, notwithstanding that such conduct

may amount to derogatory treatment of the Works for the purposes of the *Copyright Act 1968*(Cth).

- In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the competition and recommence it from the start on the same conditions, subject to any directions given under State Regulation.
- The Promoter does not exclude any rights and remedies in respect of goods or services under the Australian Consumer Law in the Competition and Consumer Act (2010) (Australian Consumer Law) which cannot be excluded, restricted or modified. However, the Promoter shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prize/s except for any liability which cannot be excluded by law. The Promoter is not responsible for any incorrect or inaccurate information, either caused by entrant or for any of the equipment or programming associated with or utilised in this 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 or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.
- The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
- All entries become the property of the Promoter (with the exception of any intellectual property rights comprised therein). The Promoter collects personal information about you for the purposes of conducting this promotion but no further use of this information will be made without prior consent.
- Entrants' personal information may be disclosed to State and Territory lottery departments and winners' names published as required under the relevant lottery legislation. For purposes of public statements and advertisements the Promoter will only publish the winner's surname, initial and state. A request to access, update or correct any information should be directed to the Promoter.
- The Promoter collects information about you, including for example your name and contact details which you provide when registering or using our services as well as information from data houses, social media services, our affiliates and other entities you deal or interact with for example by using their services. We collect and use that information to provide you with our services, to promote and improve our services, to provide you with targeted advertising based on your online activities, for the purposes described in our Privacy Policy and for any other purposes that we describe at the time of collection. We may disclose your personal information to authorities if you are a prize winner or otherwise as required by law. Further information about how we handle personal information, how you can complain about a breach of the Australian Privacy Principles, how we will deal with a complaint of that nature, how you can access or seek correction of your personal information and our contact details can be found in our Privacy Policy <https://orangesky.org.au/privacy-policy/>