

Promotion Terms and Conditions

In these terms and conditions:

- (a) **Promotion** means the game of skill described in the Schedule attached to these terms and conditions (**Schedule**); and
- (b) The following terms will have the meaning given to them in the Schedule:

Back-Up Date

Prize Claim Cut-Off Time

Entry Steps

Promotion Partner(s)

Excluded Jurisdiction(s)

Promotion Period

Judging Process

Special Conditions

Prize

Winner Determination Date

These terms and conditions (including the Schedule) contain important information about the Promotion and you should read them carefully before entering the Promotion. Any Special Conditions in the Schedule apply **in addition to** the provisions set out below. If there is a conflict between a Special Condition and any of the provisions set out below, the Special Condition will prevail.

PRELIMINARY

1. Information on how to enter the Promotion forms part of these terms and conditions of entry. Any entry to the Promotion is deemed to constitute acceptance by the entrant of these terms and conditions.
2. The Promotion is run by the McGrath Foundation Ltd (**Promoter**) of 54 Chandos Street, St Leonards NSW 2065 (ABN 23 115 566 624).
3. The Promoter is a charity registered as follows:
 - a. In the ACT under the *Charitable Collections Act 2003*, Licence number 19000031;
 - b. In NSW under the *Charitable Fundraising Act 1991*, Authority number 18455;
 - c. In South Australia under the *Collections for Charitable Purposes Act 1939*, Licence number CCP1144;
 - d. In Tasmania, Approval to solicit for charitable donations under the *Collections for Charities Act 2001*;
 - e. In Victoria a registered fundraiser number 10596.12 under the *Fundraising Act 1998*; and
 - f. In Western Australia under the *Charitable Collections Act 1946*, Licence number 20665.
4. The Promotion commences at the beginning of the Promotion Period and closes at the end of the Promotion Period.
5. Entry into the Promotion is open to Australian residents only, excluding:
 - a. residents of any Excluded Jurisdiction;
 - b. directors, management, agents and employees (and their immediate family members) of the Promoter, any Promotion Partner, and the related bodies corporate of each of them; [and

(Eligible Entrants). Any entry received from any person who is not an Eligible Entrant will be deemed invalid.

"Immediate family members" 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 or 1st cousin.

6. If an entrant is under 18 years of age s/he must first obtain the consent of their parent or legal guardian before entering the Promotion.
7. In this Promotion there will be three winner(s) only. That person will receive the Prize.
8. The Promotion is a "game of skill" and the winner(s) will be determined in accordance with the Judging Process.
9. The Promoter and the Promotion Partner(s) accept no responsibility for any kind of loss or liability suffered or incurred by any of the entrants in relation to the Promotion. Each entrant releases the Promoter, the Promotion Partner(s) and the related bodies corporate of each of them, together with the officers, employees, contractors and agents of each such entity (**released parties**), from all liabilities, claims, loss and damage of any kind arising at any time out of or in connection with participation in the Promotion. Without limiting the foregoing, the released parties will not be liable for any injury, sickness or death, property loss or damage or other direct or indirect loss or damage of any kind, howsoever sustained or incurred, in connection with or arising out of the Promotion or the Prize.
10. **Foundation's Website** means the website located at www.mcgrathfoundation.com.au, or any replacement or successor website.

HOW TO ENTER

11. To enter the Promotion, an Eligible Entrant must complete the Entry Steps within the Promotion Period. Any valid entry to the Promotion submitted by an Eligible Entrant in accordance with these terms and conditions will be an **"Entry"**.
12. Each Entry will be considered in the Judging Process to allocate the Prize.
13. Incomplete or incomprehensible entries will be deemed invalid.
14. The cost of accessing the Foundation's Website or any other website associated with the Promotion will be dependent on the entrant's Internet Service Provider.

PRIVACY

15. The Promoter collects personal information about you to enable you to participate in this Promotion. The Promoter collects and deal with personal information in accordance with the *Privacy Act 1988* (Cth) and in accordance with its Privacy Policy which can be viewed at <http://www.mcgrathfoundation.com.au/PrivacyPolicy.aspx>. By entering the Promotion you consent to the Promoter using any personal information you provide in connection with the Promotion for the purposes of facilitating the conduct of the Promotion and awarding any prizes. Such use may include, without limitation:
 - disclosure of your personal information to any Promotion Partner and any applicable statutory authority, such as State and Territory Lottery Departments; and
 - if you win a prize, publication of your name as required under relevant laws.The Promoter may also use information provided by you in connection with the Promotion to contact you about news, events and general information in relation to the organisation. No other further use of this information will be made without your prior consent. A request to access, update or correct any information should be directed to the Promoter at the address given above.

DETERMINING AND NOTIFYING THE WINNER(S)

16. The winner(s) of the Promotion will be decided on the Winner Determination Date, in accordance with the Judging Process.
17. The result of the Judging Process, and any decision of the Promoter in relation to any aspect of the Promotion, is final and binding on each person who enters the Promotion. No correspondence will be entered into.
18. The winner(s) will be contacted directly (using the details provided at the time of entering the Promotion) as soon as possible after the Winner Determination Date, and will be announced on the Foundation's Website within 2 business days of the Winner Determination Date.
19. A winner is responsible for ensuring that his/her details provided to the Promoter at the time of entering the Promotion are accurate and up to date. The Promoter takes no responsibility for inaccurate or incomplete details provided in relation to an entrant in the Promotion.
20. In the event of any entrant being unable to satisfy these terms and conditions or forfeiting or not claiming the Prize by the Prize Claim Cut-Off Time, the Promoter may, on the Back-Up Date, take such steps as it deems necessary in order to award such unclaimed Prize to an alternate winner, in accordance with the Judging Process (subject to any written directions given under applicable law).
21. Any alternate Prize winner will be contacted directly (using the details provided at the time of entering the Promotion) as soon as possible after the award of the Prize to him/ her, and will be announced on the Foundation's Website within 2 business days of such award.

PRIZE

22. None of the Promoter or any Promotion Partner will have any responsibility for any change in value of the Prize occurring between the Winner Determination Date and the date the Prize is claimed.
23. The Prize is awarded and must be redeemed, in accordance with and subject to these terms and conditions, the Special Conditions (if any), and any other terms and conditions disclosed at the time of redemption (including but not limited to expiry rules). It is a condition of accepting the Prize that the winner must comply with all conditions of use of the Prize and all requirements of the Prize supplier.
24. If a Prize winner is under the age of 18, then before s/he can claim his/ her Prize, s/ he must obtain consent from their parent or legal guardian to do so, and must be accompanied during any travel undertaken in connection with redemption of the Prize by an Australian resident over the age of 18.
25. The winner(s) will be responsible for all taxes, fees and other charges of any kind applying to the redemption of the Prize including flights and accommodation to Sydney. Applicable taxes, fees and other charges may vary and are subject to change without notice.
26. Unless expressly stated in these terms and conditions, all expenses connected with redemption of the Prize are the responsibility of the Prize winner including but not limited to meals, spending money, transportation, drinks, incidentals, accommodation, optional activities or excursions and all other ancillary costs.
27. Compliance with any government requirements relating to Prize redemption is the sole responsibility of the winner.
28. In the event that the Prize winner does not redeem his/her Prize by the time stipulated, then the entire Prize will be forfeited by that winner and cash will not be awarded in lieu of the Prize.
29. No responsibility is accepted by the Promoter or any Promotion Partner for late, lost or misdirected entries. The Prize must be taken as stated and no compensation will be

payable if a winner is unable to use the Prize as stated. The Prize is not exchangeable or redeemable for cash or other goods or services. The Prize cannot be transferred to any other person unless agreed to by the Promoter and permitted under any Special Conditions.

30. By entering the Promotion and by claiming the Prize, the winner acknowledges and accepts that any activities comprising the Prize may be inherently dangerous and may result in death, injury, incapacity, damage to property or other losses. The Promoter and the Promotion Partner(s) are not responsible for any acts of god, adverse weather conditions or industrial action or civil commotion that may occur whilst a winner redeeming the Prize. None of the Promoter or any Promotion Partner guarantees any Prize winner will enjoy his/ her Prize or be suited to the type of prize offered.
31. The Promoter reserves the right to request any winner to:
 - a. sign a winner's deed of release or any other relevant forms or agreements that the Promoter deems necessary; and
 - b. provide proof of identity, proof of age, proof of residency and/or proof of entry validity,in order to claim his/ her Prize. Proof of identification, residency, age 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 his/ her Prize in whole and no substitute will be offered.
32. If the Prize is unavailable for any reason, the Promoter reserves the right to substitute the Prize for a prize of equal or greater value, subject to applicable laws. Cash will not necessarily be awarded as a substitute.

GENERAL

33. The Promoter reserves the right to disqualify any entrant who the Promoter has reason to believe has breached any of these conditions, or engaged in any unlawful or improper misconduct calculated to interfere with the fair and proper conduct of the Promotion. The Promoter reserves all legal rights to recover damages or other compensation from such an offender.
34. Without limiting the preceding paragraph, any entrant to the Promotion who is found to:
 - a. have used a third party (including online competition entry site) to enter on their behalf; or
 - b. be entering incorrect contact details, including incorrect email contact details, (each an "**Unauthorised Activity**"),will have all his/ her entries, and any claim s/he has to the Prize, invalidated. If an entrant is awarded the Prize and then found to have undertaken any Unauthorised Activity, the entrant must immediately return that Prize. The Promoter has sole discretion to determine if any Unauthorised Activity has taken place. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if an entrant has undertaken any Unauthorised Activity, and entrants must promptly supply such documentation upon request.
35. All Entries and any copyright subsisting in the Entries become and remain the property of the Promoter. The Promoter may publish or cause to be published any Entry received.
36. In claiming the Prize, the Prize winner agrees:
 - a. that his/ her name and photograph may be used for promotional purposes by the Promoter;
 - b. to participate and co-operate as required in all editorial activities relating to the Promotion, including but not limited to being interviewed and photographed; and
 - c. to grant the Promoter a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide, including online social networking sites, and the winners will not be entitled to any fee for such use.

37. If for any reason the Promotion is not capable of running as planned, including (but not limited to) illness, death, infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter, which corrupt or affect the administration security, fairness or integrity or proper conduct of this Promotion or the awarding of the Prize, the Promoter reserves the right in its sole discretion to take any action that may be available, and to cancel, terminate, modify or suspend the Promotion, subject to any direction given under applicable State or Territory lottery/ gaming permit regulations, or State or Territory fundraising laws.
38. In the case of the intervention of any outside agent or event which naturally changes the result of the Judging Process or prevents or hinders that process, including but not limited to illness, death, vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strikes; the Promoter may in its absolute discretion cancel the Promotion and recommence it from the start on the same conditions, subject to applicable laws.
39. To the maximum extent permitted by law, the Promoter, the Promotion Partner(s) and the related bodies corporate of each of them, together with the officers, employees, contractors and agents of each such entity, are not responsible and exclude all liability for any losses, damages, expenses, costs, personal injuries or death (**Damages**) arising out of or connected with this Promotion, the promotion of this Promotion or the taking or using of any Prize or part of it (including but not limited to any breach of these terms and conditions), whether the Damages arise in contract, tort (including negligence) or under any other common law, equitable or statutory doctrine or theory of liability whatsoever. In this paragraph, "Damages" include but are not limited to direct, indirect, special and consequential loss, loss of profits or opportunity, and loss or damage that cannot reasonably be considered to arise naturally and in the ordinary course of things, even if such loss or damage was in the contemplation of the Promoter or any other party.
40. If any act, omission, event or circumstance occurs which is beyond the reasonable control of the Promoter and which prevents the Promoter from complying with these terms and conditions, the Promoter will not be liable for any failure to perform or delay in performing its obligations and the Promoter reserves the right (subject to any applicable law) to cancel, terminate or modify or suspend this Promotion.
41. The Promoter accepts no responsibility for any tax implications that may arise from a winner accepting the Prize. Independent financial advice should be sought.

SCHEDULE

Name of Promotion	McGrath Runners – Win a training session with Shannan Ponton for you and 5 of your friends!
Description of Promotion	<p>Supporters of the Foundation are encouraged to join McGrath Runners for either the City2Surf 2016, Blackmores Running Festival 2016 and/or the Melbourne Marathon Festival 2016 via the GoFundraise or Everydayhero fundraising pages:</p> <p>City2Surf: https://city2surf2016.everydayhero.com/au/mcgrath-runners</p> <p>Blackmores Running Festival: http://bsrf2016.gofundraise.com.au/page/Blackmores-McGrath-Runners</p> <p>Melbourne Marathon Festival: http://melbournemarathon2016.gofundraise.com.au/page/MelbourneMarathonMcGrath-runners</p> <p>Entrants are encouraged to raise the most funds via their GoFundraise or Everydayhero fundraising page only. The entrant who raises the most funds at the conclusion of each individual event listed above will win a training session with McGrath Runners Ambassador, Shannan Ponton, Personal Trainer from the Biggest Loser Australia, for themselves and 5 of their friends.</p>
Judging Process	The judging process will be determined by the entrant who has raised the most funds for the City2Surf, Blackmores Running Festival or Melbourne Marathon Festival by 12:00 midday on the Winner Determination Date.
Winner Determination Date	<p>The winner will be notified on the following dates:</p> <p>City2Surf – After 3:00pm AEST on Monday 15 August 2016</p> <p>Blackmores Running Festival – After 3:00pm AEST on Monday 19 September 2016</p> <p>Melbourne Marathon Festival – After 3:00pm AEST on Monday 17 October 2016</p>
Prize Claim Cut-Off Time	<p>City2Surf – 5:00pm AEST Friday 26 August 2016</p> <p>Blackmores Running Festival – 5:00pm AEST Friday 30 September 2016</p> <p>Melbourne Marathon Festival – 5:00pm AEST Friday 28 October 2016</p>
Back-Up Date	<p>When unclaimed competition prize will be awarded to alternate winner:</p> <p>City2Surf – Monday 29 August 2016</p> <p>Blackmores Running Festival – Monday 3 October 2016</p> <p>Melbourne Marathon Festival – Monday 31 October 2016</p>
Entry Steps	<p>Entrants register to join one or more of the following McGrath Runners Events:</p> <p>City2Surf: https://city2surf2016.everydayhero.com/au/mcgrath-runners</p> <p>Blackmores Running Festival: http://bsrf2016.gofundraise.com.au/page/Blackmores-McGrath-Runners</p>

	<p>Melbourne Marathon Festival: http://melbournemarathon2016.gofundraise.com.au/page/MelbourneMarathonMcGrath-runners</p> <p>Entrants raise funds via their GoFundraise or Everydayhero fundraising page only.</p> <p>The entrant who raises the most amount of funds at one or more events will win a training session with McGrath Runners Ambassador, Shannan Ponton, Personal Trainer from the Biggest Loser Australia, for them and 5 of their friends.</p>
Excluded Jurisdiction (s)	No
Prize	<p>Win a training session with Shannan Ponton for you and 5 of your friends!</p> <p>Join McGrath Runners for City2Surf, Blackmores Running Festival or Melbourne Marathon Festival and the individual who raises the most funds via their Everydayhero or GoFundraise page will win a training session with Shannan Ponton, Personal Trainer from the Biggest Loser Australia, for them and 5 of their friends.</p> <p>and "Prize" (in the singular) will mean any and all of the prizes described above.</p>
Special Conditions of Prize	<p>The training session(s) will be held in Sydney, New South Wales.</p> <p>The duration of each training session(s) will be 1 hour maximum.</p> <p>Travel to Sydney including flights, accommodation and other expenses are not included in the prize. Winner(s) and their friends are responsible for booking and paying for any travel to and from Sydney to claim the prize.</p>
Maximum Notional Value	The maximum notional value of the prize is \$4,950 total for 6 people per training session.
Promotion Partner(s)	One Management Group & Consulting
Promotion Period	<p>From: 10:00am AEST Monday 30 May 2016</p> <p>To: 3:00pm AEST Monday 17 October 2016</p>
Special Conditions	<p>SHANNAN PONTON PRIVATE TRAINING SESSION</p> <p>One Management Group & Consulting Pty Ltd (ABN: 77 241 037 567) & Ponton Productions Pty Ltd (ACN: 44 146 629 414)</p> <p>DEFINITIONS</p> <p>Client(s) means person operated to conduct the training session</p> <p>Prize Winner means person who is the highest bidder at the end of the auction and winner of the prize</p> <p>Participant means person taking part in the training session</p>

BOOKING CONFIRMATION

The voucher entitles the Prize Winner to one (1) private training session with the Client.

The training session is for a maximum of 6 people inclusive of the Prize Winner.

The training session must take place at a Sydney metro location to be mutually agreed upon by the Prize Winner and the Client.

The time and date of the training session must be mutually agreed upon by the Prize Winner and the Client

The training session must be redeemed before 31 December 2016. If the session is not used by this date it will be deemed void.

CANCELLATION POLICY

Notification of cancellation must be made in excess of 24 hours in advance of the session start time.

Emergency cancellations will be treated at the discretion of the Client.

The session will be deemed to have started at the pre-arranged session time. Any lost time due to late arrival will not be made up at the end of the session.

In the case of the Client cancelling the session will be re-scheduled to the next available time.

LIABILITY

One Management Group & Consulting Pty Ltd does not accept liability for the personal injury, or the death of any participant however caused. We do not accept liability for loss or damage to any property belonging to, or travelling with, a participant.

One Management Group & Consulting Pty Ltd will not be liable, whether in contract, tort (including negligence) or otherwise for any indirect, consequential or economic losses or loss of profits howsoever arising.

In no event will One Management Group & Consulting Pty Ltd's liability for any loss or damage in contract or tort (including negligence) or howsoever otherwise arising.

One Management Group & Consulting Pty Ltd will not be liable for any breach of the terms and conditions or delay or failure in providing services as a result of causes beyond its reasonable control including (but not limited to) any event of force majeure as described above or the inability to obtain any necessary information or consent from any authority.

We do not accept liability for the personal injury, or the death of any participant however caused. We do not accept liability for loss or damage to any property belonging to, or travelling with, a participant.

DISCLAIMER

I recognise that the Client is not able to provide me with medical advice with regard to my medical fitness and that the information is used as a guidance to the limitation of my ability to exercise safely.

I also acknowledge that I will be participating in activities that will include aerobic exercise, resistance exercise and stretching. I understand that my participation in these activities involves the risk of injury and I confirm that i

	am voluntarily engaging in an acceptable level of exercise.
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