

## Win your way to GP17 in Sydney

ACT TP 17/00257; NSW LTPS/17/11482

### CONDITIONS OF ENTRY

#### Promotion

1. Information on how to enter the “Win your way to GP17 in Sydney” trade promotion competition (**Competition**) and prizes form part of these terms and conditions of entry (**Conditions**). Entry will be via a tick box on the GP17 registration form. All delegates who tick this box will be entered into the Competition and to have accepted these Conditions.
2. The promoter of the Competition is The Royal Australian College of General Practitioners, 100 Wellington Parade, East Melbourne, VIC, 3002, ABN 34 000 223 807 (**Promoter**).
3. Entry to the Competition is open to Australian residents. Employees of the Promoter (and its related bodies corporate), their immediate families and all agencies associated with the Competition are ineligible to enter.
4. Entries open on Monday 1 May 2017 at 9:00 am (AEST) and close on Friday 14 July 2017 at 5:00 pm (AEST) (**Promotional Period**), after which no further entries will be considered.

#### Entry

5. To enter, entrants must register to attend the GP17 Conference as a full delegate online at [www.GP17.com.au](http://www.GP17.com.au), during the Promotional Period. The winner must be prepared to travel between Wednesday 25 and Saturday 28 October 2017.
6. The RACGP may at any time verify the validity of entries and entrants (including an entrant's identity, age, place of residence and eligibility status), and may disqualify entrants who submit entries that:
  - (i) are not in accordance with these Conditions;
  - (ii) contain derogatory, offensive or anti-social language or behaviours;
  - (iii) are incomplete or incomprehensible;
  - (iv) the RACGP reasonably suspects has been submitted using false, incorrect, fraudulent or misleading information, or breaches intellectual property rights or privacy laws;
  - (v) tampers with the entry process in any way; or
  - (vi) depicts third party trademarks unless the third party has provided written authorisation for the use of the trademark for this Promotion.
7. Errors and omissions may be accepted at the RACGP's discretion. Failure by the RACGP to enforce any of its rights at any stage does not constitute a waiver of those rights.
8. 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 RACGP's reasonable control, including but not limited to technical difficulties, unauthorised intervention or fraud, the RACGP reserves the right to, in its sole discretion and to the fullest extent permitted by law disqualify any entrant or cancel the Promotion subject to any written directions from a regulatory authority.

#### Prize

9. The prize draw will take place on Tuesday 18 July 2017 at 11:00 am at the Promoter's offices.
10. The winner must redeem their prize by 5:00pm, Tuesday 8 August 2017 by return email or phone call. As this is an event based prize, if the winner fails to redeem the Prize by or choose to not accept during this time, or if they are ineligible in accordance with these Conditions (for any reason), their entry will be deemed invalid and their Prize forfeited, and the Promoter will hold an unclaimed prize draw for the Prize on Thursday 10 August 2017 at 11.00 am at its offices.
11. The Promoter will use reasonable attempts to notify the winning entrant of the prize draw, prior to the expiry of the redemption period, via phone call and email. In addition, the name, suburb and state of the winning entrant will be published in comment on the GP17 registration page at [www.GP17.com.au/registration](http://www.GP17.com.au/registration) from Thursday 10 August 2017. Where necessary, the Promoter will use equivalent efforts to notify the winning entrant of the unclaimed prize draw, including on the GP17 registration page at [www.GP17.com.au/registration](http://www.GP17.com.au/registration) from Friday 11 August 2017.
12. The Promoter may request the winner to provide proof of satisfaction of Competition entrance requirements to the Promoter's satisfaction prior to awarding the Prize. The failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
13. The winning delegate will receive a winner's package, consisting of:
  - (i) one full delegate registration to attend the GP17 conference in Sydney (Thursday 26 to Saturday 28 October 2017), valued at up to \$1,270.00 (based on standard non-member rate);
  - (ii) return economy airfare for one person from the winner's nearest Australian capital city valued at approximately \$1,000.00 (based on economy airfares as at 3 February 2017); and
  - (iii) four nights' accommodation in a Pymont View Queen Room and breakfast at Novotel Sydney on Darling Harbour, valued at \$1,596.00
  - (iv) Gala dinner ticket valued at \$175.00(together the **Prize**).
14. The estimated total value of the Prize is up to AUD \$4,041.00 inc GST. Transfers, meals (excluding breakfast at the Novotel Sydney on Darling Harbour), incidentals, excess baggage fees, travel and medical insurance, additional social event tickets or workshops, and general expenses are excluded from and do not make up any part of the Prize.
15. In satisfaction of item 13(i) the winner will receive a cheque from the Promoter equal to the cost of one full delegate registration, or if the winner has already paid for their registration, a refund from the Promoter equal to the cost of the registration
16. The Prize is not transferable, cannot be exchanged and, with the exception of a rebate cheque, cannot be redeemed for cash. The Promoter accepts no responsibility for any variation in prize value. If the Prize or part of it is unavailable, the Promoter reserves the right to substitute a different prize item of equal or greater value in the Promoter's absolute discretion subject to any written directions from a regulatory authority
17. If the Competition is interfered with in any way or is incapable of being conducted fairly or as anticipated due to events beyond the Promoter's reasonable control, the Promoter may, in its sole discretion, and to the fullest extent permitted by law: (a) disqualify any entrant; or (b) modify, suspend, terminate or cancel the Competition, as appropriate, subject to any written directions from a regulatory authority
18. To the maximum extent permitted by law, the Promoter and its associated agencies and related bodies corporate exclude all liability for any loss (including, without limitation, direct, indirect, special or consequential loss, loss of profits or loss of opportunity), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from negligence) in connection with or arising by way of the Competition or accepting or using the Prize, and entrants indemnify the Promoter against any and all such loss or breach of any of these Conditions.

19. As a condition of winning, the winner may be required by the Promoter to sign any legal documentation as and in the form and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
20. The Promoter along with their related bodies corporate takes no responsibility for Prizes damaged or lost in transit.
21. Nothing in these Conditions limits, excludes or modifies or purports to do so, the statutory consumer guarantees as provided under the *Competition and Consumer Act (Cth)* and the *Australian Consumer Law*.

### **Intellectual property and Privacy**

22. By entering this Promotion, entrants grant a non-exclusive, royalty-free, perpetual, worldwide, irrevocable licence to the RACGP for the use, reproduction, modification, adaption, publishing and display of their entry and their associated details, including their likeness, image and/or voice, including where obtained at the GP17 Conference in any media, without any further remuneration and for the purpose of promoting or publicity for the Promotion (including its outcome), future marketing use and associated activities (including promoting any products manufactured, distributed and/or supplied by the RACGP).
23. By entering the Promotion, entrants warrant in developing and submitting the entry, the entrant did not and will not infringe the intellectual property rights or moral rights of any other person or owner.
24. The RACGP will collect, use and disclose entrants' personal information to conduct this Promotion in accordance with its Privacy Statement (available at [www.racgp.org.au/usage/privacy](http://www.racgp.org.au/usage/privacy)). The Privacy Statement contains information about how entrants may opt out of these activities, how they may access, update or correct their personal information, and how the RACGP deals with complaints.
25. By entering, entrants consent to the RACGP using and disclosing their personal information for promotional, marketing, publicity, research and profiling purposes (including sending electronic messages or telephoning the entrant). Entrants may opt to not receive these at any time. The RACGP may disclose Australian entrant's personal information to entities outside of Australia (likely to be limited to the USA), however will do so only pursuant to this clause 28.

### **Disclaimers**

26. The RACGP will not be liable to any entrant in connection to this Promotion for any damages, costs, losses or expenses of any kind incurred or suffered by them in connection with the RACGP modifying, postponing or cancelling this Promotion or GP17, or any part of these, or in connection with a Prize.
27. All guarantees, representations, conditions and warranties of any nature are expressly excluded. However nothing in these Conditions limits, excludes or modifies or purports to do so, the guarantees as provided under the *Competition and Consumer Act 2010 (Cth)* and the *Australian Consumer Law*. If these Acts impose any inalienable consumer rights and only to the extent of any inconsistency, these Conditions are to be read down.
28. To the maximum extent permitted by law, the RACGP excludes all direct, indirect or consequential liability and all liability for any loss, expense, damage, personal injury or death incurred by you in connection with this promotion (whether or not arising from any act or omission, or negligence), including by way of liability caused or contributed by any carriage service.
29. You release the RACGP, its employees, agents, contactors and sub-contractors (in this clause 29 referred to as "**those indemnified**") from any action, suits, proceedings, claims, demands, costs and expenses, incurred in connection with our acts, omissions or negligence in connection with this Promotion. You further indemnify those indemnified against and agree to make good, any action, suits, proceedings, claims, demands, costs and expenses (including legal costs,

professional costs and other expenses on a full indemnity basis), incurred in connection with this Promotion. Any such amount is a debt due and payable within 30 days of request.