

2018 MEMBER GET MEMBER (MGM) PROMOTION

The following sets out the Terms & Conditions (“T&Cs”) of entry for the 2018 Member Get Member Promotion run by Sydney Hills Business Chamber Inc (ABN 85 058 535 148) (“SHBC”).

1. All entrants agree to be bound by the T&Cs.
2. SHBC reserves the right to vary or amend these T&Cs at any time.

WHO MAY ENTER

3. **The competition is not open to:**
 - a) Persons under the age of 18. You may be asked, at any stage, to provide SHBC or a third party with proof of age and/or identity.
 - b) Current employees, Board Members and Contractors of the SHBC, and any related entities and their immediate families (whether natural or adopted), and any other companies or organisations associated with the specific competition (namely Robert Cliff Master Jewelers), are not eligible to enter the competition.
 - c) A person who refuses to comply with or breaches any part terms of these T&Cs.
4. Each entrant shall be entitled to:-
 - a) One (1) ticket in the Prize draw for each potential SHBC member referral made. Referrals must be submitted to membership@sydneyhillsbusiness.com.au no later than 5pm on Friday, 30 November 2018; and
 - b) Two (2) tickets in the Prize draw for each potential SHBC member referral which becomes a financial SHBC member. The referred business that becomes a financial member must have paid their SHBC membership dues in full or have completed and returned a signed Direct Debit Form for the membership fees prior to 5pm on Friday, 30 November 2018.
 - c) In the event of any dispute as to who referred a potential new member, the potential new member's statement as to whom initially referred them to SHBC will be final. In the event of any dispute as to who referred a new member will be determined by the content of that member's Membership Application Form. In the event that the application form is blank as to the referral source then the new member's statement as to whom initially referred them to SHBC will be final.
5. In the event that SHBC deems an entrant to have acted in bad faith with respect to the Promotion, the entrant shall be excluded from the competition and consequently ineligible to win the Prize, as defined below.
6. Failure to comply with the T&Cs may cause the entrant to be ineligible to receive any Prize offered as a part of the competition. Return of the Prize or payment of its value to SHBC can be required by SHBC if the failure to comply is discovered after the Prize has been provided to the entrant.
7. All contestants acknowledge that SHBC can rely on the above clauses at any time, even if SHBC only learns of a person's ineligibility after SHBC has nominated that person as the winner or awarded the Prize.

CONDITIONS OF ENTRY

8. The competition promoter is SHBC, located at Suite 4, Norwest Central, 18/29 Lexington Drive, Norwest Business Park, NSW, 2153. Website: www.sydneyhillsbusiness.com.au. Telephone: (02) 9659 3366. Email: info@sydneyhillsbusiness.com.au .

9. Entries are open from 1 April 2018 and close at 5.00pm on 30 November 2018.

10. **How to enter:**

- a) Financial Members of SHBC as at 5.00pm on 30 November 2018 will receive entries into the draw in accordance with Clause 4.
- b) Financial members are those who have paid their SHBC Membership Dues in full or who have completed and returned a signed Direct Debit Form for SHBC Membership Dues as at 5.00pm on 30 November 2018.

11. **Drawing the winners:**

- a) The relevant number of tickets for every eligible Financial Member as determined pursuant to clause 4 above will be placed in a Barrel and the winner drawn at random in a public draw.
- b) The public draw will take place at the SHBC event at **6.00pm on 5 December 2018 at The Fiddler, Windsor Rd & Commercial Rd, Rouse Hill NSW 2155.**
- c) The Winner needs to be present in person at the draw to be eligible to claim the Prize. If the winner does not present in person to collect the prize within five (5) minutes of the draw of the winning ticket the prize will be redrawn. This process will continue until such time as a winner is determined.
- d) The Winner's name and organisation will be published on the SHBC website within seven (7) days of the draw.

THE PRIZE CONSISTS OF

12. A Robert Cliff Master Jewelers retail voucher for \$5,000 that can be used by the winner at Robert Cliff Master Jewelers, within a period of 12 months from the date of the draw.
13. Prize is not exchangeable or redeemable for cash and is subject to Robert Cliff Master Jewelers' standard terms and conditions of sale.

GENERAL

14. In the event that the winner does not accept their Prize and/or does not present in person in accordance with Clause 11 to Prize draw to claim the Prize, they will forfeit any and all claims to that Prize. Should this occur then a random redraw shall occur.
15. SHBC's decision is final with respect to all matters relating to awarding of the Prize and shall not be subject to review or appeal by any entrant or by any third party.
16. Acceptance of the Prize in this competition constitutes permission for SHBC to use the winner's name and suburb, recordings of the winner's voice and likeness, any video or audio recording of the winner's activities in accepting and/or using the Prize for advertising and promotional purposes without compensation.
17. SHBC may incorporate information from entrants in this contest in any database to be used for the purpose of its business.
18. Information obtained by SHBC as a part of the competition will be used in accordance with the Privacy Act.
19. SHBC shall not be liable for any loss or damage suffered (including but not limited to consequential loss), including for personal injury or property damage suffered or sustained, as a result of accepting any Prize or participation in any competition or Prize, except for any liability which cannot be excluded by law.

20. All contestants release from, and indemnify SHBC, its agencies, affiliates, sponsors or representatives against any liability, economic loss and damage to property whether direct or consequential, foreseeable or not, due to some negligent act or omission or otherwise of SHBC, the Prize winner or any other third party.
21. A winner may be required to sign and return any liability release provided by SHBC and/or its contractors as a condition of the Prize being awarded.
22. SHBC may terminate any contest at any time at its absolute discretion. In the event of such termination SHBC may at its absolute discretion elect not to award any Prize in respect to the terminated contest.
23. A failure by SHBC to enforce any of the Competition T&Cs in any instance(s) does not constitute a waiver of the T&Cs and will not give rise to any claim by any person.
24. SHBC is not responsible for lost, interrupted communications or unavailable network server or other connections, failed telephone, mid-delivery or computer transmissions or other errors of any kind, whether human, mechanical or electronic in relation to the delivery or receipt of an entry form.
25. Subject to any written directions given under the applicable law, if for any reason, the competition is not capable of operating as planned, including infection by computer viruses, tampering, unauthorised intervention, fraud or any other causes beyond the control of SHBC which corrupts or affects the administration, security, fairness, or proper conduct of the competition, then SHBC reserves the right, at its sole discretion, to cancel, terminate, modify or suspend this competition.
26. **Disqualification:**
 - a) SHBC reserves the right, in its sole discretion, to disqualify any entrant for:
 - i. Tampering with the entry process, including exceeding any limitation on the numbers of entries, or any other process as determined by SHBC that in any way affects the fairness of the promotion;
 - ii. Tampering with the operation of the competition or web site;
 - iii. Acting in an unsportsmanlike or disruptive manner; or
 - iv. breaching of any of these terms
27. **Ownership of Entries:**
 - a) Competition entries and material submitted in connection with any competition whether written, audio, electronic or visual form, or a combination of those, or any photographs, video and/or film footage and/or audio recording taken of competitors are assigned to SHBC upon submission and become the property of SHBC who may use the material in any medium in any reasonable manner it sees fit. Copyright in any such material remains the sole property of SHBC.
 - b) All such entries and material remain the property of SHBC (subject to the limits contained in the Privacy Act).
 - c) All contestants acknowledge, as a condition of entry, that SHBC has the right to publicise and/or broadcast his/her name, character, likeness, voice, or all matters incidental herein.
28. **Privacy and Publicity:**
 - d) A who person enters a competition may be required to submit personal or confidential information about himself or herself (including without limitation his or her name, address, telephone number, e-mail address, marital status, occupation, spending preferences or any other such information) ("Personal Information") to

SHBC . SHBC will treat any Personal Information obtained from a person who enters a competition in accordance with the SHBC Privacy Policy.

- e) SHBC may:
- i. Refuse to accept an entry which does not contain all or any other of the Personal Information requested by SHBC; or
 - ii. Record and use the Personal Information for its own marketing, planning, product development, promotional, broadcasting and research purposes, including but not limited to using the winner's name, suburb of residence, likeness and a recording of the winner's voice for advertising and promotional purposes.