

## TERMS AND CONDITIONS OF SCKC TRADE PROMOTION

Southern Cross Kids Camps (hereinafter referred to as 'SCKC' or 'We' or 'Us' or 'Our') is conducting a lucky draw (hereinafter referred to as the 'Contest') for Individuals (hereinafter referred to as 'Participant' or 'Participants' or 'Members' or 'Entrants' or 'Them' or 'You' or 'Your'). The Contest will commence on **Thursday 17<sup>th</sup> October 2024 @ 9am** and the draw will take place **on Monday 16<sup>th</sup> December 2024 @ 12pm** and will be held at Harley Heaven Ringwood, 507 Maroondah Hwy, Ringwood Victoria 3134.

The winner will be drawn and contacted immediately via phone or email.

We are giving away a **Brand New Harley-Davidson Softail Breakout 117, valued at \$41,000** as a promotion of the Southern Cross Kids Camps brand.

Conditions of participant entry into the contest:

For a participant to be eligible to enter the contest they must purchase one of our official packages which will automatically enter them into the contest. Access to these packages will be provided by us on all our advertisements, social media platforms and via contacting us directly.

- The contest is open to all Australian residents who enter in accordance with the terms and conditions of entry.
  - The participants are required to purchase one of our packages via the links we provide on our social media platforms, which will automatically provide free entry in the contest. • Participants can purchase a package over the phone via the number supplied in our advertisements and on our website. The participant will not pay a call charge fee. SCKC covers all call fees.
  - We welcome all participants and the public to attend the draw.
  - The winner of the contest will be drawn and announced live via our social media platforms at **12.00pm on Monday December 16<sup>th</sup> 2024.**
  - The Winner will be published to our Facebook, Instagram and website on **Monday December 16<sup>th</sup> 2024 by 5pm.**
  - You can view the winner via this link [www.sckc.org.au](http://www.sckc.org.au).
  - We will deliver the prize to the winner Australia-wide, within 28 business days of the event. • We will cover all delivery costs, as well as on road cost, including 12 months registration. • If the prize is unclaimed for longer than the period of 90 days from the initial draw this will be announced on the **(90 days)** and we will conduct a redraw and a new winner will be announced on the **Sunday March 16<sup>th</sup> 2025 at 12.00pm**, at Harley Heaven Ringwood. • The winner of the redraw will be published to our Facebook, Instagram and Website on the **Sunday March 16<sup>th</sup> 2025 by 5pm.** You can view the winner via this link: [www.sckc.org.au](http://www.sckc.org.au) •
- The contest is limited to the first 5000 entrants only. We will announce this via our social media platforms shall we reach the limit. Please note, 5000 entrants means 5000 individual participants. All participants may hold more than one entry in the competition. • We will not publish how many individual entries are held by the participants combined.

Conditions of entry:

Participants shall be allowed to enter the contest given the following:

- Purchasing a package will signify agreement with our terms and conditions.

Representation and Warranties:

Southern Cross Kids Camps Warrants the following;

- The vehicle involved in the contest are owned by Southern Cross Kids Camps • The purpose of this contest is to promote the Southern Cross Kids Camps brand and bring awareness to

the work of Southern Cross Kids Camps.

- The contest can be won by any participant who purchases a package from our website, or any official link.
- The contest is funded in whole, by Southern Cross Kids Camps and the contest is solely promoted by Southern Cross Kids Camps, ABN 36094170975

Representation and warranties of the participant:

The Participant represents and warrants that it shall not contact any affiliate, employee, sponsor, or partner of Southern Cross Kids Camps in order to manipulate the Contest results. **DISCLAIMER** By becoming a Member or Customer of Southern Cross Kids Camps the Participant agrees to enter the Contest and Agrees that:

- Any and all disputes, claims and causes of action arising out of or in connection with the Contest and the promotional prizes shall be resolved individually with any form of class action;
- Any claims, judgments and awards shall be limited to actual out of pocket costs incurred in entering the Contest, but under no circumstances will Southern Cross Kids Camps be responsible for any legal fees;
  - Participants hereby waive all rights to claim punitive, incidental or consequential damage and any rights to have damages multiplied or otherwise increased and any other damages, other than damages for actual out of pocket expenses incurred in entering the contest.
- In no event will Southern Cross Kids Camps, their licensees, parents, affiliates, subsidiaries and related companies, their advertising or promotional agencies or their respective officers, directors, employees, representatives and agents, be responsible or liable for any damages or losses of any kind, including direct, indirect, incidental, consequential or punitive damages arising from access to, or use of, this website, electronic or computer malfunctions, or entrant participation in this contest, even Southern Cross Kids Camps was advised of the possibility of such damages.
- Southern Cross Kids Camps reserves the right to disqualify any Participant found to be tampering with or otherwise abusing any aspect of this Contest as solely determined by Southern Cross Kids Camps
- In the event the Contest is compromised by non-authorized human intervention, tampering or other causes beyond the reasonable control of Southern Cross Kids Camps, that corrupt or impair the administration, security, fairness or proper operation of the Contest, Southern Cross Kids Camps reserves the right to suspend, modify or terminate the Contest.
- Any attempt by a Participant to deliberately damage the website or undermine the legitimate operation of this contest is a violation of criminal and civil laws, and should such an attempt be made, Southern Cross Kids Camps reserves the right to seek damages from any such Participant to the fullest extent permitted by Law.
- Southern Cross Kids Camps assumes no responsibility for any problems or technical malfunction of computer systems, servers, software, internet service provider, or e-mail systems, failure of any entry to be received on account of technical problems or incomplete, late, lost, damaged, illegible or misdirected electronic communications, or any combination thereof.
- The Contest is void where prohibited or restricted by law. the administration, security, fairness or proper operation of the Contest, Southern Cross Kids Camps reserves the right to suspend, modify or terminate the Contest.
- Any attempt by a Participant to deliberately damage the website or undermine the legitimate operation of this contest is a violation of criminal and civil laws, and should such an attempt be made, Southern Cross Kids Camps reserves the right to seek damages from any such Participant to the fullest extent permitted by Law.
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