NSW Seniors Card - General Competition Terms and Conditions

- 1. Information on how to enter and prizes form part of the conditions of entry for this game of chance.
- 2. The Promoter is the Department of Communities & Justice, which administers NSW Seniors Card.
- 3. By entering the competition, entrants agree to be bound by these General Terms and Conditions and any Special Terms and Conditions appearing on the website specific to the particular competition.
- 4. The competition closes at 11.59pm (Sydney time) on the specified closing date. All entries must be received before the closing date.
- 5. Entry is only open to NSW Seniors Card / Senior Savers Card members.
- 6. To enter the competition, eligible entrants must complete the online entry form through the monthly e-newsletter or Seniors Card website along with their Seniors Card member number and contact details. Only one entry per eligible entrant permitted.
- 7. NSW Seniors Card will not be responsible for any late, lost or misdirected entries. NSW Seniors Card shall not be responsible for any entries that are not received or are otherwise interfered with due to problems with telecommunications services.
- 8. NSW Seniors Card reserves the right, in its sole discretion, to disqualify any entry not made in accordance with these terms and conditions.

 Incomplete entries will be ineligible.
- 9. All eligible entries are then drawn at random (unless specified otherwise in the competition's Special Terms and Conditions).
- 10. The winners will be notified by email or phone within 10 working days of competitions closing date.
- 11. The prizes cannot be exchanged, transferred or redeemed for cash.
- 12. NSW Seniors Card makes no representations or warranties as to the quality, suitability or merchantability of any goods or services offered as prizes. To the extent permitted by law, the Promoter is not liable for any

loss suffered to person or property by reason of any act or omission, deliberate or negligent, by NSW Seniors Card or its employees or agents, in connection with the arrangement for the supply, or the supply, of goods and services by any person to the prize winner and, where applicable, to any persons accompanying the prize winner. This clause does not affect any rights a consumer may have which are unable to be excluded under Australian law. To the fullest extent permitted by law, any liability of the Promoter or its employees or agents for breach of any such rights is limited to the payment of the costs of having the prize supplied again.

- 13. NSW Seniors Card will not be responsible for any prizes not received due to any error or omission in the address nominated by the winner or for any late, lost or misdirected deliveries or mail.
- 14. NSW Seniors Card reserves the right to re-draw in the event of any entrant being unable to satisfy these competition conditions or forfeiting or not claiming a prize.
- 15. If any part of a prize is no longer capable of being provided, the winner of that prize will receive a substitute prize, or substitute portion of a prize.
- 16. The prize will be awarded to the person whose name is on the winning entry form. NSW Seniors Card reserves the right to request the winner to provide proof of identity prior to awarding the prize. Identification suitable for verification will be at the discretion of Seniors Card.
- 17. If for any reason this promotion is not capable of running as planned due to any reason, including unauthorised intervention, fraud, or any other causes beyond the control of the Seniors Card, which corrupt or affect the administration security, fairness, integrity or proper conduct of this promotion Seniors Card reserves the right (subject to any applicable law) in its sole discretion to cancel the competition or to disqualify any individual who has tampered with the entry process.
- 18. In the case of the intervention of any outside agent or event which naturally changes the result or prevents or hinders its determination, including but not limited to vandalism, power failures, natural disasters, acts of God, civil unrest, strikes; NSW Seniors Card may in its absolute

- discretion cancel the competition and recommence it from the start on the same conditions subject to state legislation.
- 19. NSW Seniors Card collects personal information in order to conduct competitions and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this information. NSW Seniors Card may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes.
- 20. All entries become the property of NSW Seniors Card and may for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes.
- 21. All personal information will be stored at the office of the Promoter. Please contact us on Contact.SeniorsCard@facs.nsw.gov.au if you would like to access or update your personal information. A copy of the Promoter's Privacy Policy in relation to the treatment of personal information collected may be viewed on the Privacy page. The provision of personal information is voluntary, but if you decide not to provide your personal information we may not be able to accept your entry into the competition.
- 22. By entering any NSW Seniors Card hosted competition, entrants agree to have their given name and suburb of residence published in NSW Seniors Card Extra monthly newsletter and any other relevant media if they are announced as one of the winners of entered competition.