

HCF RETAIL NETBALL COMMUNITY DONATION OFFER: "NETBALL CLUB DONATION"

TERMS AND CONDITIONS OF REGISTERING AS A NETBALL CLUB ELIGIBLE TO RECEIVE DONATIONS UNDER THE NETBALL CLUB DONATION OFFER

1. If The Hospitals Contribution Fund of Australia Limited (**HCF**) accepts the registration application of the netball club listed in the registration form (**club**) for the HCF Retail Netball Community Donation Offer: "Netball club donation" (**offer**), you acknowledge that you have authority to bind the club to these terms and conditions (eg you are a member of the club's board or otherwise have the ability to act on behalf of the club), you have read these terms and conditions and the club agrees to be bound by them.
2. Registration is limited to netball clubs in South Australia.

DONATIONS

3. Once HCF notifies the club that their registration application has been accepted and subject to clauses 5-8, the club can become entitled to donations in the following ways (subject to clause 4):
 - a. if prospective HCF members quote the club's name or promo code when joining or switching to HCF hospital and extras cover during the offer period and become entitled to grant a donation to the club (\$100 or \$200) under the terms and conditions of the offer for HCF members and prospective HCF members (**Member Terms and Conditions**); or
 - b. if the winner of the bonus draw conducted under the Member Terms and Conditions quotes the club's name or promo code and becomes entitled to grant the donation to the club (\$500) under the Member Terms and Conditions.
4. The maximum amount of donations the club may receive is \$2,000 (**club cap**). An overall cap applies to donations made to all netball clubs as part of this offer of \$5,000 (**offer cap**). If either cap is reached, donations will no longer be made to the club.
5. The donation will be awarded to the club by way of a bank transfer.
6. The club must use the donation for the benefit of the netball club (eg to purchase equipment, pay for repairs at the club, run a netball clinic or wellbeing workshop etc).
7. The donation must not be put to personal use (eg for the benefit of a member of the club's board).
8. If HCF provides the club with a written request for information about how the club spent the donation, the club must provide HCF with either a photograph or a written description of how the money was spent within seven days of receiving the request from HCF.
9. The donation does not include any costs associated with redeeming the donation.
10. The donation will not be transferable to another person or club.

HCF'S OBLIGATIONS

11. HCF will allocate a unique promo code to the club after their registration is accepted.
12. HCF will notify the club if the club's promo code has been used as part of the offer, whether the club cap or the offer cap has reached, and whether they are entitled to any donations.
13. HCF will fulfil any donations to the club within 60 days of the end of the offer as determined under the Member Terms and Conditions (**offer end date**).

PROMOTIONAL MATERIALS

14. HCF will provide to the club, after their registration is accepted, promotional materials for the offer to send to club members or affiliates.
15. HCF grants to the club a non-exclusive and non-transferable right until the offer end date to use, reproduce and publish the promotional materials provided to it by HCF on the club's website and through direct email

marketing, on the condition that the HCF trade mark and logos must be used strictly in accordance with any conditions or directions notified to it by HCF.

16. The club must not without the prior written approval of HCF:
 - a. make any representations or warranties which are inconsistent with the promotional materials or not otherwise authorised by HCF in writing;
 - b. alter, modify or adapt the promotional materials provided by HCF;
 - c. create its own materials to promote the offer;
 - d. distribute or circulate any written or printed matter in which HCF's name appears or that otherwise alludes to HCF except as included in the promotional materials supplied by HCF to the club: or
 - e. use any promotional materials provided by HCF in any other way than in compliance with any directions given by HCF.
17. The club must:
 - a. alter the manner in which the promotional materials are presented by the club if directed by HCF; and
 - b. as soon as practicable comply with any directions given by HCF to cease using any promotional materials (eg. if the offer ends early due to the offer cap being reached) or replace any promotional materials with updated promotional materials for any reason whatsoever.
18. All promotional materials remain the property of HCF, and the club's rights in relation to the promotional materials are limited to the rights set out in these terms and conditions.
19. At HCF's request or after the offer end date, the club must:
 - a. cease using or distributing the promotional materials; and
 - b. ensure that any promotional materials that are stored electronically in its custody or control are deleted (save and except for one copy of the promotional materials stored in accordance with the club's data retention policy).

INCENTIVE DRAW TERMS AND CONDITIONS

20. The incentive draw is being run by HCF ABN 68 000 026 746 of Level 5, 403 George Street Sydney NSW 2000 (**HCF**). To contact HCF, please call 1300 363 992.
21. The winner of the incentive draw will win a Suncorp Super Netball experience (eg Adelaide Thunderbirds player appearance) for their club valued at \$1000 (incl GST). The Suncorp Super Netball experience will be selected at HCF's discretion.

HOW TO ENTER

22. The incentive draw commences at 12:00am AEDT on 31 January 2022 and ends 11:59pm AEDT on 13 February 2022 (**incentive draw period**), and HCF reserves the right to extend the incentive draw period at any time (subject to regulatory approval).
23. To enter the incentive draw, your club must be in South Australia and complete and submit the registration form during the incentive draw period and, when HCF accepts the club's registration for the offer, the club will automatically be entered into the incentive draw.
24. A limit of one entry per club applies.
25. There is no cost to enter.
26. The winner of the incentive draw will be selected as follows:
 - a. The winning club of the incentive draw will be chosen at random by manual draw which will take place at 10:30am AEDT on 15 February 2022 at HCF's offices at Level 5, 403 George Street Sydney NSW 2000.
27. The winning club will be notified by email and/or telephone by 17 February 2022.
 - b. The name of the winning club will be published on HCF's website at <https://www.hcf.com.au/netball> by 25 February 2021.
 - c. The results of the draw will be final and binding and no correspondence will be entered into in relation to the results of the draw. This is a game of chance.
28. If necessary, a second chance incentive draw will be conducted as follows:
 - a. If the winning club does not respond within 3 months of being notified that they have won the incentive draw, that winner is not readily identified and reasonable efforts made by HCF to identify the winning club were unsuccessful, they will automatically forfeit their prize and HCF reserves the right to select another winning club through a second chance draw.

- b. If necessary, a second chance draw will be held on 9 May 2022 at the same time and place as the first draw. The first valid entry drawn will win any unclaimed prize.
- c. The winning club will be personally notified by email and/or telephone by 11 May 2022.
- d. The name of the winning club will be published on HCF's website at <https://www.hcf.com.au/netball> by 13 May 2022.
- e. The results of the second draw will be final and binding and no correspondence will be entered into in relation to the results of the draw.

STANDARD TERMS

- 29. Subject to regulatory approval, HCF reserves the right to amend the incentive draw and these terms and conditions at any time and for any reason, and will notify the club of any such amendments as soon as reasonably practicable on the offer page at <https://www.hcf.com.au/netball>. It is the club's responsibility to regularly check the offer page for any amendments.
- 30. Nothing in these terms and conditions limits, excludes or modifies or purports limit, exclude or modify HCF's liability in relation to the consumer guarantees under the Australian Consumer Law (**Non-Excludable Guarantees**). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, HCF (including its respective officers, employees and agents) excludes all liability (including negligence) for any personal injury, or any loss or damage (including loss of opportunity) whether direct, indirect, special or consequential, arising in any way out of the incentive draw or the offer.
- 31. To the extent permitted by law (including the Australian Consumer Law), if the incentive draw is not capable of running as planned including by reason of technical failure, fraud or any cause beyond HCF's control, HCF may cancel or suspend the incentive draw or invalidate any affected entries, subject to regulatory approval.
- 32. The club agrees to participate in such promotional activity as HCF may require without remuneration in relation to the offer and/or the incentive draw. The club also consents to the use and publication of the club name, photographs and information provided by the club to HCF about how the donation was used, and any other materials provided to HCF relating to the offer and/or the incentive draw, in any marketing material without any further reference or payment to the club.
- 33. HCF collects personal information in order to conduct the incentive draw and offer and to comply with its legal obligations. For these purposes, HCF may disclose such personal information to related companies, agents, regulatory bodies, contractors, service providers and any company with whom HCF is running the incentive draw and offer. These recipients may be located overseas. If the club does not provide all the personal information HCF requests, the club may not be able to participate in the incentive draw or offer.
- 34. The club consents to HCF using the personal information in the registration form to contact the club to enquire about how it spent the donation, including by email or phone.
- 35. Please read HCF's privacy policy available on HCF's website at <http://www.hcf.com.au/privacy-policy/> for more information about how HCF handles personal information, how to access and correct personal information, how to make a complaint, and how HCF handles complaints.
- 36. HCF is not liable for any tax implications arising from donations, including fringe benefits tax. Independent financial advice should be sought.
- 37. The laws of South Australia apply to this offer. The club submits to the exclusive jurisdiction of the laws of South Australia.