

Specsavers Customer Feedback - Australia Terms & Conditions ("Conditions of Entry")

Schedule				
Promotion:	Specsavers Customer Feedback - Australia			
Promoter:	Specsavers Pty Ltd ABN 82097147932, 520 Graham Street, Port Melbourne, VIC 3207, Australia. Ph: (03) 8645 0700			
Promotional Period:	Start Date: 01/03/19 at 12:01 am AEDT End Date: 29/02/20 at 11:59 pm AEDT			
Entry Periods:	Entry Period	Entries Open	Entries Close	
	1	01/03/19 at 12:01 am AEDT	31/03/19 at 11:59 pm AEDT	
	2	01/04/19 at 12:01 am AEST	30/04/19 at 11:59 pm AEST	
	3	01/05/19 at 12:01 am AEST	31/05/19 at 11:59 pm AEST	
	4	01/06/19 at 12:01 am AEST	30/06/19 at 11:59 pm AEST	
	5	01/07/19 at 12:01 am AEST	31/07/19 at 11:59 pm AEST	
	6	01/08/19 at 12:01 am AEST	31/08/19 at 11:59 pm AEST	
	7	01/09/19 at 12:01 am AEST	30/09/19 at 11:59 pm AEST	
	8	01/10/19 at 12:01 am AEST	31/10/19 at 11:59 pm AEDT	
	9	01/11/19 at 12:01 am AEDT	30/11/19 at 11:59 pm AEDT	
	10	01/12/19 at 12:01 am AEDT	31/12/19 at 11:59 pm AEDT	
	11	01/01/20 at 12:01 am AEDT	31/01/20 at 11:59 pm AEDT	
	12	01/02/20 at 12:01 am AEDT	29/02/20 at 11:59 pm AEDT	
Eligible Entrants:	Entry is only open to Australian residents who receive a survey from Specsavers. Entrants under the age of 18 must have parent or legal guardian approval to enter.			
How to Enter:	To enter the Promotion, the entrant must follow the prompts to fully complete and submit the Specsavers customer feedback survey (hosted by MAZE Feedback) during the Promotional Period.			
Entries permitted:	Entrants may enter once for each emailed customer feedback survey (hosted by MAZE Feedback) completed in accordance with the entry requirements. If for example, an entrant only receives one (1) customer feedback survey from Specsavers during the Promotional Period – they may only complete that survey once and will only receive one entry for that survey completion.			
Total Prize Pool:	AUD \$3,000.00			
Prize Description	Number of this prize	Value (per prize)	Winning Method	Conditions
Each individual prize is a \$250 VISA gift card.	12 (1 per monthly draw)	AUD\$250.00	Monthly Draw: computerised random selection - from 03/04/2019 to 05/03/2020 at 09:00 am AEST/AEDT, as applicable in VIC.	Any ancillary costs associated with redeeming the gift card are not included. Any unused balance of the gift card will not be awarded as cash. Redemption of the gift card is subject to any terms and conditions of the issuer including those specified on the gift card.
Winner notification:	The winners will be contacted by via email within two (2) business days of the draw. The winner of each draw will be published to the Specsavers Website www.specsavers.com.au by the respective date listed below.			
	Draw	Published		

	Date	By
	01/04/19	12/04/19
	01/05/19	10/05/19
	03/06/19	14/06/19
	01/07/19	12/07/19
	01/08/19	09/08/19
	02/09/19	13/09/19
	01/10/19	11/10/19
	01/11/19	08/11/19
	02/12/19	13/12/19
	01/01/20	10/01/20
	03/02/20	14/02/20
	02/03/20	13/03/20

Unclaimed Prizes: Prize(s) must be claimed by 5pm AEST on 03/06/20. In the event of an unclaimed prize, the prize will be redrawn at 09:00 am AEST on 04/06/20 at Specsavers Pty Ltd, 520 Graham Street, Port Melbourne VIC 3207, Australia.

The winners of the redraw will be notified by via email within two (2) business days of the redraw. The winners will be notified publicly (and their details published) on the Specsavers Website www.specsavers.com.au by 12/06/20.

- The entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
- The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
- Valid and eligible entries will only be accepted during the Promotional Period.
- Employees (and the immediate family members) of agencies/companies directly associated with the conduct of this Promotion, the Promoter, its distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter. "Immediate family member" means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
- If a prize is won by a person under the age of 18, the prize may be awarded to the winner's parent or guardian and where applicable to the prize a nominated parent/guardian must accompany any person under 18 years of age.
- Monthly Draws:**

- The draws will take place at Specsavers Pty Ltd, 520 Graham Street, Port Melbourne VIC 3207, Australia at 09:00 am AEST/AEDT (as applicable in Victoria, Australia) on the dates outlined below by computerised random selection. Entries open and close for each draw on the dates/time specified below. Non-winning entries in each Monthly Draw will not be entered into any subsequent Monthly Draw.

Draw	Entries Open	Entries Close	Draw Date
1	01/03/19 at 12:01 am AEDT	31/03/19 at 11:59 pm AEDT	01/04/19
2	01/04/19 at 12:01 am AEST	30/04/19 at 11:59 pm AEST	01/05/19
3	01/05/19 at 12:01 am AEST	31/05/19 at 11:59 pm AEST	03/06/19
4	01/06/19 at 12:01 am AEST	30/06/19 at 11:59 pm AEST	01/07/19
5	01/07/19 at 12:01 am AEST	31/07/19 at 11:59 pm AEST	01/08/19
6	01/08/19 at 12:01 am AEST	31/08/19 at 11:59 pm AEST	02/09/19
7	01/09/19 at 12:01 am AEST	30/09/19 at 11:59 pm AEST	01/10/19
8	01/10/19 at 12:01 am AEST	31/10/19 at 11:59 pm AEDT	01/11/19
9	01/11/19 at 12:01 am AEDT	30/11/19 at 11:59 pm AEDT	02/12/19
10	01/12/19 at 12:01 am AEDT	31/12/19 at 11:59 pm AEDT	01/01/20

11	01/01/20 at 12:01 am AEDT	31/01/20 at 11:59 pm AEDT	03/02/20
12	01/02/20 at 12:01 am AEDT	29/02/20 at 11:59 pm AEDT	02/03/20

- i) The Promoter may draw reserve winners in case of ineligible or invalid entries.
 - ii) The first valid entry drawn in each draw will be the winners of the prizes specified in the Schedule above for that draw.
- b) If a draw is scheduled on the weekend or a public holiday in Victoria, Australia, the draw will be conducted at the same time and location on the following business day. The Promoter will ensure each draw is open for public scrutiny and anyone may witness the draw on request. The winner of a drawn prize is determined by chance.
7. All reasonable attempts will be made to contact each winner.
 8. No part of a prize is exchangeable, redeemable for any other prize or transferable.
 9. If any winner chooses not to take their prize (or is unable to) or does not take or claim a prize by the time specified by the Promoter, or is unavailable, they forfeit the prize and the Promoter is not obliged to substitute the prize.
 10. If a prize (or portion of a prize) is unavailable the Promoter reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and/or specification, subject to any written directions of a regulatory authority.
 11. No entry fee is charged by the Promoter to enter the Promotion.
 12. Each prize will be awarded to the person named in the entry and any entry that is made on behalf of an entrant or by a third party will be invalid. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.
 13. Entrants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. The Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and its privacy policy which is located at <https://www.specsavers.com.au/legal#>. The Promoter's privacy policy contains information about how the entrant may access, update and seek correction of the personal information the Promoter holds about them and how the entrant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. The Promoter collects personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion and to the State and Territory lottery departments as required under the relevant lottery legislation. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. Personal information collected from entrants may be disclosed to any entity located outside of Australia, see Specsaver's privacy policy for the list of countries where personal information may be disclosed.
 14. For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and State/Territory or postcode of residence.
 15. The Promoter reserves the right to refuse to allow a winner to take part in any or all aspects of a prize, if the Promoter determines in their absolute discretion, that a winner is not in the physical or mental condition necessary to be able to safely participate in or accept the prize. It is a condition of accepting the prize that a winner (or their parent or legal guardian if under the age of 18) may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a prize. If a winner is under the age of 18, a nominated parent or legal guardian of the winner will be required to sign the legal release on the winner's behalf.
 16. If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier and the provision of the prize is the sole responsibility of the third party and not the Promoter. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Conditions of Entry, to the extent of any inconsistency. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.
 17. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).

18. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify suspend the Promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.
19. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.
20. All material submitted on entry (e.g. survey answer(s), photo(s), image(s), drawing(s), comment(s), sound/video recording(s) and answer(s) to a promotional question) must NOT: (a) be in breach of any laws, regulations and rights, e.g. any laws regarding intellectual property (copyright, trademarks, etc), defamation and privacy; (b) be defamatory, obscene, derogatory, pornographic, sexually inappropriate, contain nudity, aggressive, violent, abusive, harassing, threatening, objectionable or discriminate/vilify any section of the community with respect to race, ethnicity, nationality, religion, origin, sexual preference, mental illness, disability or gender or unsuitable for publication; or (c) contain viruses. Entrants warrant that they own or have the right to license the copyright in any entry submitted by them into this Promotion, for the purposes of this Promotion, that no rights have been granted to any third party in respect of any such entry which would prevent the entry being used as contemplated by this Promotion, and that the use by the Promoter of any such entry will not breach any laws or infringe the rights of any person (including without limitation with respect to privacy, intellectual property and defamation). Entrants must obtain prior consent from any person or from the owner(s) of any property that appears in their entry. By entering, all entrants license and grant the Promoter, its affiliates and sub-licensees an exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (including any portion of their entry) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability. Entrants further agree, upon request by the Promoter, to assign all of their rights, title and interest (including copyright) in and to their entry to the Promoter and to sign any legal documentation to confirm such assignment. Entrants agree that their entry is their original work and does not infringe the rights of third parties, or that they have obtained full prior consent from any person who has jointly created or has any rights in the aforementioned material. Entrants consent to any use of their entry that may otherwise infringe their moral rights. Entrants are responsible for all entries they submit on entry. The Promoter will not be liable for any entries, to the extent permitted by law. The Promoter reserves the right to remove, request removal or decline to publish any entry or portion of an entry for any reason whatsoever, including if in breach of these Terms and Conditions. The Promoter will have no liability to entrants if it exercises this right and entrants must comply with any request made by the Promoter pursuant to this paragraph. The entrant warrants and represents that any material sent or provided by the entrant to the Promoter will not infringe any copyright, trademarks or other intellectual property rights of any third party (including moral rights) and that the entrant has all rights to use the materials and has obtained all necessary consents to comply with any relevant privacy and/or confidentiality requirements. Entrants agree to indemnify the Promoter for any breach of the Terms and Conditions including this clause.
21. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that there is a dispute concerning the conduct of the Promotion, the decision of the Promoter is final and binding on each entrant and no correspondence will be entered into.
22. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).

23. The entrant will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.
24. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.
25. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
26. Authorised under: NSW Permit No. LTPS/19/31579.