

IBA: Game of Skill Promotion – Terms and Conditions

1. TERMS OF ENTRY

- (a) By entering the Promotion, entrants accept these terms of entry.
- (b) The Promoter is Indigenous Business Australia, PO Box 650, Fyshwick ACT 2609 (“Promoter”).
- (c) The promotion period is 8am AEDT 27/02/2023 to 11:59pm AEDT 8/03/2023 (“Promotion Period”).

2. ELIGIBLE ENTRANTS

- (a) During the promotion period entry is open to Australian residents;
 - (i) aged 18 years and over;
 - (ii) are members of the ‘Strong Women Strong Business’ private Facebook group;
 - (iii) who sign up or are signed up to the Strong Women Strong Business e-Newsletter; and
 - (iv) who are not an employee, contractor or immediate family member of the Promoter or an agent of the Promoter that is connected with this Promotion (including suppliers of the prize).

3. HOW TO ENTER

- (a) To enter, entrants must answer the question ***‘As a woman in business what’s the best advice you have received?’*** in 25 words or less in the comments section of the SWSB private Facebook group.
- (b) Only one (1) entry is permitted per person.
- (c) If there is any dispute as to the identity of the entrant, the Promoter reserves the right to, in its sole discretion, to determine the identity of the entrant.
- (d) To be eligible to win a prize in this Promotion, an entry must not:
 - a. infringe the intellectual property or other rights of a third party;
 - b. be incomplete or illegible;
 - c. be unlawful, defamatory, abusive, insulting, threatening, obscene, inflammatory, offensive or otherwise contain content which, in the Promoter’s opinion, is inappropriate or objectionable.
- (e) If due to any reason whatsoever the Promoter becomes aware that a winner has not complied with any of the Promotion’s terms and conditions, that winner will have no entitlement to the prize, and will be required, at the direction of the Promoter, to return, refund or otherwise make restitution of the prize.
- (f) Entrants agree that ownership of any intellectual property rights in their entry, is assigned to the Promoter without the payment of any further fee or compensation. Entrants agree to sign any further documentation required by the Promoter to give effect to this arrangement as a precondition to being awarded their prize.

4. PRIZE

- (a) a copy of Allira Potter’s book, ‘Wild and Witchy’ RRP \$35 which will be express posted to winning entrants.
- (b) There are six prizes to be won as part of the Promotion.
- (c) If a prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value. Prizes are not transferable or exchangeable and cannot be taken as cash.
- (d) Any other ancillary costs associated with redeeming the prize are not included.

5. HOW WINNERS ARE DETERMINED

- (a) This is a game of skill. Chance plays no part in determining the winner(s).
- (b) Each entry will be individually judged and the winning entry(s) will be selected based on:

- (i) the best answer to the question; and
 - (ii) the greatest number of Facebook 'likes' the written response receives.
- (c) Entries will be judged by a panel of judges from the Promoter. The criteria for assessing the winning entries will be based on the responses being original, articulated, and of a high quality as well as the popularity of the answer determined by the number of Facebook 'likes' the answer receives. The final decision is at the complete discretion of the Promoter and the judges. The judges' decision in relation to any aspect of the competition will be final and binding on every person who enters. No correspondence will be entered into.

6. NOTIFICATION AND CLAIMING THE PRIZE

- (a) The winners will be notified on the 9/03/2023 by private Facebook message (if available) and by a Facebook post to the Strong Women Strong Business private Facebook group announcing the six winners;
- (b) The Promoter will provide each winner with instructions on how to claim their Prize.
- (c) The prize winners must claim their prize by 11:59pm AEDT 17/03/2023 ("Prize Claim Date").
- (d) If a prize is not claimed by the Prize Claim Date or the entry is deemed invalid, the next best entry, as determined by the judge(s) shall be awarded the prize and notified by 25/03/2021 as per notification method in clause 6(a).

7. PRIVACY

- (a) The information entrants provide will be used by the Promoter for the purpose of conducting this Promotion, distributing the prize and may also be used for the Promoter's other promotional purposes or the purposes specified in the Promoter's privacy policy. The Promoter may disclose entrants' personal information to companies and agencies connected with this Promotion, for the purpose of carrying out the Promotion. The Promoter's privacy policy is available on the Promoter's website: <http://www.iba.gov.au/privacy/>. For the purposes of the *Aboriginal and Torres Strait Islander Act 2005* (Cth), the entrant authorises the Promoter to release, and consents to IBA using, the entry for the purposes of conducting this Promotion.

8. NO LIABILITY

- (a) This promotion is in no way sponsored, endorsed, administered by or associated with Facebook. The Promoter, its related bodies corporate and the agencies and companies associated with this Promotion including Facebook 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) in connection with this Promotion or accepting or using a prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
- (b) The Promoter will not be liable for any damage to or delay in transit of the prize. Please allow up to six weeks for delivery of the prize.
- (c) The Promoter accepts no responsibility for any problems or technical malfunction of any communication network or for any late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries whether due to error, omission, theft, transmission interruption, communications failure or otherwise. The Promoter has no control over networks or lines and accepts no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise. The Promoter is not liable for any consequences of user error including (without limitation) any costs incurred.
- (d) The Promoter makes no warranties or representations about the fitness for purpose or suitability of any Prize and will not accept responsibility for the quality or fitness for any purpose of any Prize, or the failure of any Prize to be of merchantable quality. If liability under terms implied by legislation cannot be excluded, the liability of the Promoter is limited to re-supplying the relevant goods or services or paying the cost of replacing them.

- (e) The Promoter reserves the right to change these terms and conditions at any time. If any changes are made the Promoter will notify the public via its website.