Visa Paris 2024 Olympics Terms & Conditions ("Conditions of Entry")

		Schedule				
Promotion:	Visa Paris 2024 Olympics					
Promoter:	Blackhawk Network (Australia) Pty Ltd ABN 84 123 251 703, Level 1, 534 Church Street, Cremorne, VIC 3121, Australia. Ph: 888 984 4317					
	For any inquiries regarding this Promotion, please contact the Promoter via adam@kollwitzowen.com.au or on 888 984 4317					
Promotional	Start date: 21/02/24 at 09:00 am AEDT					
Period:	End date: 14/05/24 at 11:59 pm AEST					
Eligible entrants:	Entry is only open to Australian residents who are 18 years and older.					
How to Enter: Participatin g Venues: Entries permitted:	 To enter the Promotion, the entrant must complete the following steps during the Promotional Period: a) purchase a Visa Gift Card with card numbers starting with either 428313 or 456 40 400 ("Qualifying Purchase") from any Participating Venue (listed below); and b) visit https://www.visagiftcard.com.au/, follow the prompts to the Promotion entry page; and fully complete and submit the online entry form with their personal details (first name, last name, date of birth, email address, mobile number, full address and state/territory of residence) and enter the PCN number (located on the back of the activation slip provided). The entrant must fill out the online entry form for every entry. The Promoter is not responsible if your mobile device/desktop is not sufficiently capable for the purpose of submitting an entry. Woolworths, BIG W, Kmart, Officeworks, Aldi, Drakes, Ritchies, EG Fuel, Amazon and participating digital and incentives channels. Multiple entries permitted subject to the following: a) limit five (5) entries permitted per person per day; and b) each entry must be submitted separately and in accordance with the entry instructions above. 					
Total Prize Pool:	Up to AUD \$64,600.00					
	Prize Description	Number of this prize	Value (per prize)	Winning Method		
 Major Prize: The prize is tickets to attend the Paris 2024 Summer Olympic Games (for the winner and one (1) friend) and includes the following: return economy class flights for 2 people from the winner's nearest capital city to Paris; 4 nights' twin share accommodation (or similar) at The Hoxton, Paris for 2 people (01/08/24 to 05/08/24); and 2 x General Admission tickets to three (3) events at the 2024 Paris Olympics. 		1	Up to AUD\$49,000.00 depending on the winner's point of departure	Major Draw: computerised random selection - 16/05/2024 at 02:00 pm AEST.		
Weekly Draw Prize: The prize is an Olympics merchandise pack which consists of the following:		60 (5 per weekly draw)	AUD\$260.00	Weekly Draws: computerised random selection - from		

•	1 x Olympics	branded	sports/	duffel bag;
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- 1 x Olympic water bottle;
- 1 x Olympic hat (1 size only); and
- 1 x Olympic notebook and pen.

29/02/2024 to 16/05/2024 at 02:00 pm AEST/AEDT, as applicable in VIC.

Prize	Major Prize:
Conditions:	• This prize is for or relates to the Paris 2024 Summer Olympic Games (the "Event"). If the winner is
	unwilling or unable to attend at the designated time for an Event, they forfeit the prize and the Promoter
	is not obliged to substitute the prize.
	• Tickets to the Paris 2024 Summer Olympic Games, whether awarded as a prize and/or included as part of a
	promotion, must be accepted as awarded and are subject to all the applicable terms and conditions
	prescribed for such tickets from time to time by the Paris 2024 Organising Committee for the Olympic and
	Paralympic Games. Such terms and conditions are contained in the Ticketing Terms and Conditions of Sale
	of Tickets (which can be reviewed at https://tickets.paris2024.org/en/sales-terms/) and include
	prohibitions against any use of the ticket in connection with any commercial promotion or contest without
	the consent of POCOG and the unauthorised sale of the ticket. By accepting tickets as a prize and/or as
	part of a promotion, the holder is deemed to have accepted all the applicable terms and conditions.
	 Travel itinerary will be determined by the Promoter in its absolute discretion.
	 The winner and his/her travel companion must depart from and return to the same departure point and travel together
	travel together.
	• Subject to the terms and conditions of the participating prize provider(s), if for any reason the winner does
	not, once the prize has been booked, take the prize (or an element of the prize) at the time stipulated,
	then the prize (or that element of the prize) will be forfeited and will not be redeemable for cash.
	The prize is subject to booking and flight availability.
	• The winner and his/her travel companion are responsible for ensuring that they have valid passports, and
	any requisite visas, vaccinations and travel documentation.
	• Frequent flyer points will not be awarded and do not form part of the prize.
	 Spending money, meals, taxes (excluding airline and airport taxes), insurance, passports, visas,
	vaccinations, transport to and from departure point, transfers, items of a personal nature, in-room charges
	and all other ancillary costs, unless otherwise specified in the prize description, are not included.
	• The winner may be required to present their credit card at accommodation check in.
	• The winner and his/her travel companion must be aged 18 years or over.
	• The exact sporting events will be determined by the Promoter and will be communicated to the winner.
	• The tickets are subject to the event venue and ticket terms and conditions, including any applicable age
	restrictions. The Promoter and event organisers hereby expressly reserve the right to eject any winner
	and/or his/her companion for any inappropriate behaviour, including but not limited to intoxication, whilst
	participating in any element of the prize.
	• The prize requires the winner to contact the Promoter in order to book travel by 5pm AEST on Friday
	31/05/24.
Winner	The winners will be contacted by email and phone within one (1) day of the draw. The winners will be
notification:	published at https://www.visagiftcard.com.au/ within seven (7) days of the corresponding draw.
Unclaimed	The Major Prize must be claimed by 24/05/24 at 01:00 pm AEST. In the event the Major Prize is unclaimed, the
Prizes:	prize will be redrawn on 24/05/24 at 02:00 pm AEST at KollwitzOwen Pty Ltd, Suite 8, 799 Springvale Road,
	Mulgrave VIC 3170, Australia. The winner of the redraw will be notified by email and phone within one (1) day
	of the redraw. The winner will be notified publicly (and their details published) at https://www.visagiftcard.com.au/ by 31/05/24.
	Hitps://www.visagiitcatu.com.au/ by 51/05/24.
	Weekly Draw Prizes must be claimed by 16/07/24 at 2:00 pm AEST. In the event of an unclaimed Weekly Draw
	Prize, the prize will be redrawn on 17/07/24 at 02:00 pm AEST at KollwitzOwen Pty Ltd, Suite 8, 799 Springvale

Road, Mulgrave VIC 3170, Australia. The winner(s) of the redraw will be notified by email and phone within one (1) day of the redraw. The winner will be notified publicly (and their details published) at https://www.visagiftcard.com.au/ by 24/07/24.

If there are no prize winner/s or winner/s for this Promotion cannot be found, this information will be published at https://www.visagiftcard.com.au/.

- 1) 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.
- 2) 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.
- 3) Valid and eligible entries will be accepted during the Promotional Period.
- 4) Employees (and their immediate family members) of the Participating Venues, agencies/companies directly associated with the conduct of this Promotion, the Promoter, businesses involved in determination of winner/s for the Promotion, businesses involved in the management of the Promotion, any organisation benefiting from the Promotion, the Promoter's 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.
- 5) Draws:
 - a) <u>Weekly Draws</u>: There will be one (1) draw conducted for the entries received each week of the Promotional Period, for a total of 12 draws ("Weekly Draws"). Subject to the starting time for the promotion, entries for each Weekly Draw open at 12:01am AEDT/AEST (as applicable) on a Thursday and close at 11:59pm AEDT/AEST (as applicable) the Wednesday prior to the draw.
 - b) Each Weekly Draw will take place at KollwitzOwen Pty Ltd, Suite 8, 799 Springvale Road, Mulgrave VIC 3170, Australia at 02:00 pm AEDT/AEST on 29/02/24, 07/03/24, 14/03/24, 21/03/24, 28/03/24, 04/04/24, 11/04/24, 18/04/24, 26/04/24, 02/05/24, 09/05/24 and 16/05/24 by computerised random selection. Non-winning entries in each Weekly Draw will be entered into any subsequent Weekly Draw(s).
 - i) The first five (5) valid entries drawn in each Weekly Draw will be the winners of the Weekly Draw Prize, as specified in the Schedule above.
 - c) Major Draw: The Major Draw will take place at KollwitzOwen Pty Ltd, Suite 8, 799 Springvale Road, Mulgrave VIC 3170, Australia at 02:00 pm AEST on 16/05/2024 using computerised random selection.
 - i) The first valid entry drawn will be the winner of the Major Prize specified in the Schedule above.
 - b) The Promoter may draw reserve winners in case of ineligible or invalid entries.
 - d) If a draw is scheduled on the weekend or a public holiday, 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.
- 6) All reasonable attempts will be made to contact each winner.
- 7) If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize within a reasonable time, as specified by the Promoter, or is unavailable at the designated time for the Event or at the time stipulated by the Promoter for travel, they forfeit the prize and the Promoter is not obliged to substitute the prize.
- 8) Where entry is allowed by purchase or subscription, the cost of the product or service is no greater than the cost would be without the opportunity to participate in the Promotion.
- 9) The value of the prizes is accurate and based upon the recommended retail value of the prizes (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the prizes after that date.

- 10) No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
- 11) 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 specification, subject to any written directions of a regulatory authority.
- 12) No entry fee is charged by the Promoter to enter the Promotion. Where entry is allowed online, there is no additional cost to enter the Promotion other than any cost paid by the entrant to access the website or social media platform of entry via their Internet service provider.
- 13) 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.
- 14) 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 will handle personal information in accordance with its privacy policy which is located at https://blackhawknetwork.com/au-en/privacy-policy. 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.
- 15) 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.
- 16) It is a condition of accepting the prize that a winner and their travel companion may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a prize.
- 17) 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. 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 in the event of any inconsistency. To the extent permitted by law 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.
- 18) 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).
- 19) 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 or suspend the Promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.
- 20) 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.
- 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 or claiming a prize, the Promoter will resolve the dispute in direct consultation with the entrant. If the dispute cannot be resolved the Promoter's decision will be final.
- 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). For the sake of clarity, this clause shall not apply where the Promoter has contributed to or caused such loss, expense, damage, personal injury or death and shall not apply to any liability which cannot be excluded by law (in each case the Promoter's liability is limited to the minimum allowable by law).

- 23) The winners 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) Unless otherwise specified, a prize is a single event for the winner (and their guest) and cannot be separated into separate events or components.
- 25) 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.
- 26) Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
- 27) Authorised under: ACT Permit No. TP 24/00085, NSW Authority No. TP/2000 and SA Permit No. T24/94.