

## **PetSure PetCause Campaign**

### **Terms and Conditions**

1. PetCause is an initiative to support pet welfare charities, not-for-profit organisations and community service organisations, and teams that care for them ("**Campaign**"). Information on how to participate in this Campaign forms part of these Terms and Conditions. Participating in this Campaign is deemed acceptance of these Terms and Conditions.
2. The Campaign is promoted by PetSure (Australia) Pty Limited, ABN 95 075 949 923 ("**the Promoter**") of Level 1, 465 Victoria Avenue, Chatswood NSW 2067.
3. Nominations in this Campaign may only be submitted by Australian residents aged 18 years or over, in accordance with these Terms and Conditions ("**Nominators**"). Nominators may only nominate a charity or an entity that meets one of the following criteria:
  - (a) A charity registered by the Australian Charities and Not for profits Commission (ACNC);
  - (b) A not-for-profit organisation registered with the Australian Government; or
  - (c) A Community Service Organisation which promotes, provides or carries out activities, facilities or projects for the benefit or welfare of pets;

**AND** the entity meets **BOTH** of the following requirements:

  - (d) The entity is considered a 'small registered entity' or 'medium registered entity' or 'large registered entity', as defined under Section 205.25 of the *Australian Charities and Not-for-Profits Commission Act 2012* (Cth), and the entity is not a part of, or in any way affiliated with a federal or state government entity; and
  - (e) The entity has an 'authority to fundraise' as identified by a Charitable Fundraising Licence as acknowledged by the Australian State in which they are registered in.

("Eligible Entrants")
4. This Campaign begins on 14 February 2023 and closes at 11:59 AEDT on 14 April 2023 ("**Campaign Period**").
5. Nominations of Eligible Entrants open at 12:00am AEDT on 14 February 2023 and close at 11:59pm AEDT on 14 April 2023 ("**Nomination Period**").
6. To submit a nomination, Nominators must complete the following steps during the Nomination Period:
  - (a) Visit <https://petsure.com.au/petcause> and follow the steps contained on the nomination page;
  - (b) Enter contact details for the Nominator (name, email and mobile phone) and the nominated Eligible Entrant's charity or entity name and website details;

- (c) Provide an answer to the question "How would the PetSure PetCause \$7,500.00 donation assist your nominated charity or entity? Please outline how you think the nominated charity or entity could use the donation."; and
- (d) Submit the completed online nomination form.

**("Nomination")**

- 7. The Promoter reserves the right, at any time, to verify the validity of Nominators and any nominated Eligible Entrants (including, as applicable, their identity, location and entity status) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the Nomination process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the campaign. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
- 8. Incomplete or indecipherable Nominations will be deemed invalid.
- 9. Multiple entries permitted. A limit of one (1) donation per charity or entity applies.
- 10. If there is a dispute as to the identity of a Nominator or nominated Eligible Entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the Nominator or nominated Eligible Entrant.

**Nominated Winners:**

- 11. From 17<sup>th</sup> April 2023 – 24 May 2023 the Promoter will maintain a shortlist of nominated Eligible Entrants based on Nominations submitted during the Nomination Period ("**Shortlist**").
- 12. Between 25 May – 29 May 2023 (inclusive), the Promoter will in its sole and absolute discretion select two (2) nominated Eligible Entrants from the Shortlist based on the merits of each Nomination ("**Nominated Winners**").
- 13. Nominated Winners will be notified via their details displayed on any relevant charity register (for example: ACNC or state-based charities register) and/or publicly available information.
- 14. Following notification to the two Nominated Winners, the Promoter will post one (1) social media post on Instagram and Facebook for each of the two (2) respective Nominated Winners ("**social media posts**").
- 15. Each of the two (2) Nominated Winners will receive:

- (a) a donation of \$7,500.00 AUD; and
- (b) An additional donation of \$1.00 for every share and/or like of the respective Nominated Winners social media posts on the Promoter's social media accounts on Instagram and Facebook, capped to the amount of up to \$2,000.00.

**("Donation")**

16. The Donation will be deposited by the Promoter via electronic funds transfer ("**EFT**") into an Australian bank account in each Nominated Winners' name within 30 calendar days of the Nominated Winners providing the Promoter with EFT transfer details.
17. Donations are subject to verification by the Promoter of the Nominated Winners' validity and agreement to receive the Donation under these Terms and Conditions, as determined by the Promoter in their sole and absolute discretion.
18. If an invalid Nomination is submitted, or a Nominator or nominated Eligible Entrant is ineligible to receive the Donation, the Promoter (in its sole and absolute discretion) will select another winner from the Shortlist to make the Donation to. The reselected Nominated Winner(s) will be notified in accordance with Clause 12 above.
19. The Promoter's decision is final and no correspondence will be entered into.
20. Nominators agree that they are fully responsible for any materials they submit via the campaign including but not limited to comments, recordings and images ("**Content**"). The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove or decline to publish any Content without notice for any reason whatsoever. Nominators warrant and agree that:
  - (a) they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 18, or otherwise unsuitable for publication;
  - (b) their Content shall not contain viruses or cause injury or harm to any person or entity;
  - (c) they will obtain prior consent from any person or from the owner(s) of any property that appears in their Content;
  - (d) the Content is the original literary work of the Nominator that does not infringe the rights of any third party;

- (e) they consent to any use of the Content which may otherwise infringe the Content creator's/creators' moral rights pursuant to the Copyright Act 1968 (Cth) and warrant that they have the full authority to grant these rights; and
- (f) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.

Without limiting any other terms herein, the Nominator agrees to indemnify the Promoter for any breach of the above terms.

- 21. As a condition of submitting a Nomination into this Campaign, each Nominator licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their Nomination (which shall include Content) 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.
- 22. Nominators consent to the Promoter using their name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Campaign and any future similar campaigns.
- 23. If this Campaign is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law, to:
  - (a) disqualify any Nominator and/or nominated Eligible Entrant; or
  - (b) modify, suspend, terminate or cancel the Campaign, as appropriate.
- 24. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the *Competition and Consumer Act 2010* (Cth), as well as any other implied warranties under the *Australian Securities and Investments Commission Act 2001* (Cth) or similar consumer protection laws in the States and Territories of Australia ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (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 campaign.

25. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and 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:
- (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
  - (b) any theft, unauthorised access or third party interference; and/or
  - (c) any Nomination that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter.