

NAB's Silver Ribbon Campaign 2009 (Race Raelene)

Terms and conditions

- 1 Information regarding prizes and how to enter forms part of these conditions. By entering, entrants accept these conditions.
- 2 Entry is open only to Australian residents aged 18 years or over, excluding directors, officers, management and employees (and their immediate families) of the Promoter, the Ovarian Cancer Research Foundation (ABN 24 898 129 866) (**OCRF**) or of the agencies or companies associated with this competition, except that directors, officers, management and employees of the Promoter who are not directly associated with this competition may enter.
- 3 The competition begins at 12.01am (AEST) on 10/8/09 and closes at 11.59pm (AEDST) on 09/10/09 (**Competition Period**).
- 4 Entrants can participate in this competition as individuals (**Individual**) or as part of a team of up to 10 members (**Team**).
- 5 To enter, entrants must, during the Competition Period:
 - (a) visit www.everydayhero.com.au/event/ocrf (**Website**) which is the NAB Silver Ribbon Campaign page and register as an Individual, register a Team or join an established Team (including by providing the Team password – see paragraph 6); and
 - (b) raise funds for the OCRF in one or more of the following ways:
 - (i) **Seek donations**

Individuals and Team members can donate, and invite their friends and family to donate, to the OCRF but only via that Individual's or Team's specific fundraising webpage (**Fundraising Webpage**) which is created automatically and which must be completed and maintained by the Individual or Team. Individuals and Team members are responsible for ensuring that they have the express or implied consent from their friends and family in order to contact them in relation to the entrant's participation in this competition; and/or
 - (ii) **Conduct a fundraising activity**

Individuals and Team members can use their Fundraising Webpage to raise funds for the OCRF in relation to an activity that the Individual or Team will conduct or be involved in conducting during the Competition Period (**Fundraising Activity**). Individuals and Team members who conduct or are involved in conducting a Fundraising Activity (**Fundraising Activity Entrants**) must follow all directions and instructions provided by, or on behalf of, the Promoter and OCRF in relation to conducting or being involved in conducting a Fundraising Activity, including as contained in these terms and conditions. Fundraising Activity Entrants can invite their friends and family to sponsor their involvement in the relevant Fundraising Activity and invite them to donate to OCRF via that Fundraising Activity Entrant's (or Team's) Fundraising Webpage. Fundraising Activities must not diminish the good name or reputation of the Promoter or OCRF or any of their related bodies corporate (or of the business of the Promoter, the OCRF or any of their related bodies corporate), be contrary to law, involve illegal drugs, involve aggressive or offensive conduct or be otherwise inappropriate. The Promoter and/or OCRF will monitor entrants' Fundraising Webpages to ensure that fundraising activities are suitable and otherwise conducted in accordance with these terms

and conditions. All Fundraising Activities must be conducted, and conclude, during the Competition Period; and/or

(iii) **Join an event and seek sponsorship**

Individuals and Team members can take part in an event (from the selection available as specified via the Website) (**Event**). Individuals and Team members who take part in an Event (**Event Entrants**) must follow all instructions provided in relation to registration for that Event and nominate NAB's Silver Ribbon Campaign for OCRF as the recipient of their Event fundraising. Event Entrants can invite their friends and family to sponsor their involvement in the relevant Event and invite them to donate to OCRF via that Event Entrant's (or Team's) Fundraising Webpage. Involvement in an Event is subject to any conditions or instructions provided by the relevant Event organisers or other relevant parties. These terms and conditions do not limit any additional conditions imposed by the organisers of an Event.

- 6 **Teams:** The person who registers a Team will be the Team leader of that Team and will receive a Team password which they must provide to other potential Team members in order for these Team members to join the Team. There is a maximum of 10 Team members permitted per Team. All members of a Team are considered entrants to this competition and must comply with these terms and conditions.
- 7 All entries must be received during the Competition Period. Entrants may only register once as an Individual or as a Team leader or as a Team member, however an entrant who registers as an Individual can change their registration during the Competition Period to be a Team leader or to be a member of a Team. Individual entrants who become a Team leader or a member of a Team during the Competition Period will have their funds raised as an Individual combined with the funds raised by their Team. The Promoter accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, registrations, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. The Promoter has no control over telephone communications, the Internet, 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) costs incurred. Entrants using multiple aliases may be disqualified at the Promoter's discretion.
- 8 All donations and sponsorships must be made in accordance with paragraph 5(b)(i), 5(b)(ii) or 5(b)(iii) and any other instructions or conditions imposed by the Promoter, OCRF or the relevant Fundraising Webpage provider.
- 9 By entering, entrants agree that persons under 18 years of age will not participate in any of the fundraising activities.
- 10 Entries not fully complying with these terms and conditions may be deemed invalid at the Promoter's discretion. This is a game of skill; chance plays no part in determining the winner/s.
- 11 At the end of the Competition Period, the Team or Individual who has raised the most funds for OCRF (based on all valid donations, Fundraising Activity funds raised and Event sponsorships) (as determined and calculated by the judges based on each Team's/Individual's Fundraising Webpage) will win the prize. Any Event Entrants who are yet to participate in an Event will have their funds raised to date in relation to that Event totalled at the end of the Competition Period in order to calculate their total fundraising effort in relation to this competition. Entrants can still continue to raise funds for OCRF beyond the Competition Period, including for the purpose of participating in an Event, though any funds raised after the end of the Competition Period will not be calculated as part of this competition.

- 12 The prize is \$10,000 awarded in the form of a deposit into a NAB Classic Banking account. If the winner is an individual, they will be awarded the full \$10,000. If the winner is a Team, the \$10,000 will be apportioned equally between the Team members.
- 13 The prize winner/s must either already have a NAB Classic Banking account or must open a NAB Classic Banking account in accordance with the directions provided by the Promoter. Use of the NAB Classic Banking account will be subject to the standard terms and conditions related to that account. The terms and conditions for the NAB Classic Banking account, including information about fees and charges, are available at www.nab.com.au, by calling 13 13 12 or by visiting any NAB branch.
- 14 If the winner/s is unable to comply with the requirements for opening a NAB Classic Banking account, the winner/s will be given a cheque/s.
- 15 If two or more Individuals/Teams have raised the same amount of funds for the OCRF during the Competition Period (as calculated by the judges), the tied Individuals and/or Team leaders of the tied Teams must answer, in 25 words or less and in the period of time allowed by the Promoter, the following question: *“Why is having an early detection test for Ovarian Cancer so important to you and/or your Team?”* Each “25 words or less” statement will be individually judged (by representatives of the Promoter and/or OCRF) based on, among other things, insight and clarity. The Individual or Team whose “25 words or less” statement is deemed to be the best will win the prize.
- 16 The judges, Promoter’s and/or OCRF’s decision (as applicable) is final in relation to all elements of this competition and no correspondence will be entered into. The Promoter reserves the right to verify all elements of an Individual’s or Team’s participation in the competition. Any donation or sponsorship that cannot be verified or is not received by the end of the Competition Period will not be taken into account in relation to this competition.
- 17 Each “25 words or less” statement and all details and information contained on an Individual’s or Team’s Fundraising Webpage must be that Individual’s or a member of that Team’s original work. By entering this competition entrants:
- (a) consent to the Promoter and/or OCRF making copies of or publishing the whole or any part of their entry, Fundraising Webpage and/or “25 words or less” statement (if applicable) and otherwise exploiting their entry, Fundraising Webpage, Fundraising Activity idea and/or “25 words or less” statement and any rights in relation to the entry, Fundraising Webpage and/or “25 words or less” statement, to publicise this competition or for any other purposes; and
 - (b) undertake to the Promoter that their entry, Fundraising Webpage, Fundraising Activity idea and “25 words or less” statement (if applicable) is not, and its use by the Promoter and/OCRF will not be, in breach of any third party intellectual property rights.
- 18 The winner/s will be notified by telephone and in writing.
- 19 The Promoter and OCRF are not responsible for any statement, representation, action or The Promoter activity which is made by an entrant or which an entrant is involved with in relation to this competition, including any communications sent or claims made to the entrant’s family and friends. The Promoter reserves the right to disqualify any Individual, Team or Team member found to be participating in, or conducting, fundraising activities, outside the scope of these terms and conditions at any time. The Promoter may in its absolute discretion prohibit an Individual’s, Team’s or Team member’s participation in this competition or otherwise cease to provide any benefit of a prize to a winner if an entrant (or one of their fellow Team members), in the opinion of the Promoter, makes an inappropriate or unauthorised statement or representation, is involved in an inappropriate or unauthorised action or activity, behaves (or is found to have behaved) in a manner which may diminish the good name or reputation of the Promoter or OCRF or any of their related bodies corporate (or of the business of the

- Promoter, the OCRF or any of their related bodies corporate), is contrary to law, involves alcohol or any other drug use, is aggressive or offensive or is otherwise inappropriate.
- 20 By entering, entrants agree that they must, at the Promoter's and/or OCRF's request, participate in all promotional activity (such as publicity and photography) surrounding their participation in the competition and/or winning of any prize, free of charge, and they consent to the Promoter and OCRF using their name and image in promotional material.
- 21 The Promoter may require entrants to provide proof of age, proof of identity and proof of residency. Identification considered suitable for verification is at the Promoter's discretion.
- 22 Entrants acknowledge that there may be inherent risks involved with some aspects of participating in a Fundraising Activity or Event. By participating in the Fundraising Activity or Event, entrants accept that risk. In order to participate in a Fundraising Activity or Event, entrants must comply with applicable height, weight, health, fitness and any other requirements normally associated with a particular activity. It is the entrant's responsibility to ensure that they are sufficiently healthy and fit so as to safely participate in the Fundraising Activity or Event. The Promoter and OCRF reserve the right to deem that an entrant is not sufficiently healthy or fit. Entrants may be required to sign an indemnity and exclusion of liability form (provided by the Promoter) in favour of the Promoter, OCRF and any other party involved prior to undertaking the Fundraising Activity or Event. If an entrant does not sign the indemnity form provided by the Promoter within the time requested by the Promoter, the Promoter reserves the right to disqualify the relevant entrant from the competition or limit their involvement in the Fundraising Activity or Event.
- 23 The Promoter may, in its sole discretion, disqualify all entries from, and prohibit further participation in this competition by, any person who tampers with or benefits from any tampering with the entry process or with the operation of the competition or acts in violation of these conditions, acts in a disruptive manner or acts with the intent to annoy, abuse, threaten or harass any other person.
- 24 The prize is not transferable or exchangeable. If the prize is unavailable for any reason, the Promoter may substitute another item of equal or higher value as determined by the Promoter.
- 25 If the Promoter, after making all reasonable attempts to contact a winner, is unable to contact a winner or the prize (or an apportionment of the prize) is not accepted or claimed (including if the relevant winner has not opened a NAB Classic Banking account as required) by 5pm (AEDST) on 30/11/09, the relevant winner's entry will be deemed invalid. In the event of this occurring with an Individual or an entire Team the Promoter reserves the right to redistribute the prize to the Team or Individual who raised the next highest amount of funds for OCRF during the Competition Period. In the event of this occurring with one or more Team members of the winning Team, the apportionment of the prize awarded to that/those Team members will be redistributed equally among the remaining Team members who did claim their original prize portion.
- 26 The Promoter, the OCRF and their 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) in connection with this competition (including an Event Entrant's participation in an Event or a Fundraising Activity Entrant's participation in a Fundraising Activity) or accepting or using any prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law). Entrants are responsible for ensuring that they have appropriate insurance cover in place in relation to their conduct of, or participation in, a Fundraising Activity or Event.
- 27 If for any reason any aspect of this competition is not capable of running as planned, including by reason of tampering, unauthorised intervention, fraud, technical failures or

any cause beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this competition, the Promoter may in its sole discretion cancel, terminate, modify or suspend the competition, or invalidate any affected entries.

- 28 The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought. Where the operation of this competition results in, for GST purposes, supplies being made for non-monetary consideration, entrants agree to follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
- 29 All entries will be the property of the Promoter. The personal information entrants provide will be used by the Promoter for the purpose of conducting this competition. The Promoter may disclose entrants' personal information to its contractors and agents to assist in conducting this competition or communicating with entrants.
- 30 The Promoter and OCRF are bound by the National Privacy Principles in the Privacy Act 1988. Entrants can request access to the personal information the Promoter holds about them by contacting the Promoter at the address below. Entrants can request access to the personal information OCRF holds about them by contacting OCRF on 1300 682 742.
- 31 The Promoter is National Australia Bank Limited (ABN 12 004 044 937), Level 3, 800 Bourke St, Docklands VIC 3008.