

**MILLION DOLLAR VAX
TERMS AND CONDITIONS OF ENTRY**

Acceptance of terms

1. By entering into the Million Dollar Vax trade promotion lottery (**Promotion**), you agree to and accept these terms and conditions. The Promotion has a total prize pool of \$4,100,000.
2. **(HEALTH ADVICE) YOU ACKNOWLEDGE AND ACCEPT THAT ANY DECISION TO RECEIVE A COVID-19 VACCINATION MUST BE UNDERTAKEN ON THE ADVICE OF A HEALTH PRACTITIONER AND, BY ENTERING THE MILLION DOLLAR VAX TRADE PROMOTION LOTTERY, YOU WARRANT TO THE PROMOTER THAT YOU WILL RECEIVE OR HAVE RECEIVED (AS THE CASE MAY BE) SUCH ADVICE PRIOR TO RECEIVING A COVID-19 VACCINATION DURING OR FOLLOWING THE PROMOTIONAL PERIOD.**

INFORMATION REGARDING THE NATIONAL COVID-19 VACCINATION PROGRAM AND THE APPROVED VACCINES IS AVAILABLE AT HEALTH.GOV.AU.

3. **(PROMOTER'S AND OTHERS' LIABILITY) TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROMOTER AND EACH OF THEIR RESPECTIVE RELATED BODIES CORPORATE, SHAREHOLDERS AND AFFILIATES, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, REPRESENTATIVES, AFFILIATES, AGENTS, CONSULTANTS AND ADVISERS EXCLUDE AND EXPRESSLY DISCLAIM ANY AND ALL RESPONSIBILITY AND LIABILITY (INCLUDING, WITHOUT LIMITATION, ANY LIABILITY ARISING FROM FAULT, NEGLIGENCE OR NEGLIGENT MISSTATEMENT) FOR ANY DIRECT OR INDIRECT INJURY OR ILLNESS OR DIRECT OR INDIRECT LOSS, DAMAGE, EXPENSE OR COST ARISING FROM OR IN CONNECTION WITH THIS TRADE PROMOTION LOTTERY OR INCURRED BY YOU AS A RESULT OF YOUR PARTICIPATION IN THE NATIONAL COVID-19 VACCINATION PROGRAM.**

ACT TP 21/01657 NSW TP/01337

The Promoter

4. The trade promotion lottery (**TPL**) is operated by the Summer Foundation Limited (ABN 90 117 719 516) (the **Promoter**).

Promotional Period

5. The promotional period for entries into the Promotion will commence at 9:00 a.m. AEST on 1 October 2021 and end at 11: 59 p.m. AEST on 31 October 2021 (**Promotional Draw Period**).

Eligible participants

6. Subject to clause 7, entry is open to all residents of Australia aged 18 years and over who either:
 - a) are fully vaccinated as per the National COVID-19 Vaccination Program (i.e. have received two approved COVID-19 vaccinations); or
 - b) have received, at the time of entry and during the Promotional Period, a first vaccination in accordance with the National COVID-19 Vaccination Program. As set out in clause 8, you must be fully vaccinated prior to the Promotion Vaccination End Date in order to be paid a prize.
7. The Promoter has applied for trade promotion lottery permits in New South Wales, the Australian Capital Territory and South Australia. Until such time (if any) as permits are provided to the Promoter by the relevant regulatory authority in each jurisdiction, residents of New South Wales, the Australian Capital Territory or South Australia (as applicable) will not be eligible to enter the Promotion.

[NOTE: All required permits have now been received, meaning that residents of all States and Territories of Australia may enter, if they meet the other eligibility criteria]

8. To be eligible and entitled to be paid a prize if you are a provisional winner of a Draw, you must be fully vaccinated per the National COVID-19 Vaccination Program. Full vaccination must occur before 13 December 2021 (**Promotion Vaccination End Date**) or you will forfeit any right to a prize.
9. If you are selected in a Daily Draw or the Grand Prize Draw (each, a '**Draw**'), you will be required to demonstrate proof of your vaccination status to the Promoter's reasonable satisfaction before you become entitled to receive a prize. By law, prizes will only be provided to you if and when you have been fully vaccinated. You agree to provide proof of your identify and vaccination status as, and in the form, required by the Promoter. Without limitation, this may include, at the Promoter's discretion, showing a COVID-19 vaccination certificate or your immunisation history statement available through your online Medicare account accessible via myGov or through the Express Plus Medicare app and acceptable photo identification. You also agree, if requested, to attend a videoconference using Zoom with a representative of the Promoter at a mutually agreeable time to demonstrate this information. If requested by the Promoter, you also agree to provide a statutory declaration to the Promoter declared in accordance with the laws of your State or Territory of residence attesting to your eligibility and that the information provided to the Promoter is true and correct. The decision of the Promoter on whether or not to verify a provisional prize winner based on the information provided is at the discretion of the Promoter and its decision will be final.
10. Entry is open to Australian residents only. The directors, officers and employees of the Promoter and its related bodies corporate and their immediate families are not eligible to participate in the Promotion. The directors, officers and employees of Blackhawk Network (Australia) Pty Ltd and its related bodies corporate and their immediate families are also not eligible to participate in the Promotion.
11. The Promoter reserves the right to refuse to allow an ineligible person to participate in the Promotion or to receive any prize.
12. No entry fee is required to participate in the Promotion.

How to enter

13. In order for an eligible participant to be entered into the Promotion they must, during the Promotional Draw Period only, enter online at www.milliondollarvax.com.

14. All entrants must provide the following details:

- a) First and last name;
- b) Email address;
- c) Date of birth;
- d) Suburb;
- e) Postcode; and
- f) Mobile phone number,

and acknowledge and advise the Promoter that they have received the advice of a health practitioner prior to receiving a COVID-19 vaccination during or following the Promotional Period.

15. The Promotion is only open to eligible entrants who act at all times in good faith, sincerely, and without engaging in fraud. Without limiting any other right in these terms and conditions, any entrant that the Promoter suspects, acting reasonably, to be in breach of these terms and conditions or attempting to gain an unfair advantage over other entrants (e.g. by the use of technology) will be taken out of the draw and will not be eligible for a prize.

16. You can only enter the Promotion once.

17. The Promotion will consist of Daily Prize draws and a Grand Prize Draw. All eligible entrants will go into the draw for the Grand Prize.

18. **Each eligible entrant will go into the draw for the Daily Prize draws in respect of the day on which they entered the Promotion only.** For example, if an eligible entrant validly enters the Promotion on 6 October 2021, they will go into the Daily Prize draws for 6 October 2021 and the Grand Prize draw. They will not be entered into the Daily Prize draws for 7 October 2021 or any other day.

Draws and prizes

19. There is 1 x Grand Prize and a total of 3,100 Daily Prizes to be drawn during the Promotional Period. The total prize value for the Million Dollar Vax Promotion is \$4,100,000.

The available prizes are as follows:

- **Grand Prize:** \$1,000,000 in cash
- **Daily Prizes:** 100 x \$1,000 Ultimate Gift Card prizes in respect of each day of the Promotional Period. Daily winners will receive an Ultimate Gift Card which is user customisable and carries a value of A\$1,000 which can be allocated to a number of store cards.

20. All prize draws will be randomly drawn through an electronic draw process conducted by Blackhawk Network (Australia) Pty Ltd or its affiliates (**Blackhawk**). The Grand Prize Draw will be overseen by an independent scrutineer.

21. You are not required to be present at a draw to be eligible for a prize.

22. **(Daily Prizes)** Daily Prizes will be drawn at 12pm AEDST at Blackhawk Network, Level 1, 534 Church Street, Cremorne VIC 3121 on every 2nd business day following the relevant day of the Promotional Period. For example, the Daily Prize draw in respect of the first day of the Promotional Draw Period, 1 October 2021 will be 5 October 2021.

23. On each draw date during the Promotional Draw Period, the first 100 valid entries drawn will be declared the provisional winners of the Daily Prizes.
24. **(Grand Prize)** The Grand Prize will be drawn at 12pm AEDST at Blackhawk Network, Level 1, 534 Church Street, Cremorne VIC 3121 on 5 November 2021.
25. The first valid entry drawn will be declared the provisional winner of the Grand Prize.
26. Winners of any prize will be drawn on a provisional basis subject to verification as set out in clause 8.

Reserve and Unclaimed Prizes

27. Since prizes are subject to verification of full vaccination and verification may not be successful for any reason or a provisional prize winner may not be contactable in order to claim their prize despite the reasonable efforts of the Promoter or if a provisional prize winner determines not to claim the prize for any reason, ten reserve winners will be drawn for each prize in the same manner set out in clause 20 on the day of each relevant draw.
28. In the event that a drawn entrant of the relevant prize is not able to verify their status as required in these terms and conditions or if the Promoter is unable to contact a provisional winner despite their reasonable efforts to do so and/or the provisional prize winner does not claim their prize on or before 5pm AEDST on 14 December 2021, then the prize will revert to the next reserve in sequence (and that person will become a provisional prize winner subject to verification of that person's eligibility). The reserve draw for the Grand Prize will be conducted by an independent scrutineer.
29. In the event that any such reserve provisional prize winner is not able to verify their status as required in these terms and conditions or if the Promoter is unable to contact a reserve provisional winner despite their reasonable efforts to do so and/or the reserve provisional prize winner does not claim their prize on or before 5pm AEST on 20 December 2021, then the Promoter may deal with or dispose of the relevant prize or prizes in their absolute discretion (subject only to any lawful direction from a relevant regulatory authority).

Notification to provisional winners

30. Each provisional prize winner (including any reserve prize winners) will be notified by email via the email address provided. The provisional prize winner of the Grand Prize will also be contacted by mobile phone using the details provided. The Promoter will use all reasonable endeavours to contact each provisional prize winner.
31. The Promoter will make arrangements with each provisional winner for them to demonstrate, in accordance with clause 8, eligibility to receive a prize including, without limitation, full vaccination status prior to the Promotion Vaccination End Date.

Results Published

32. The results will be published after winners have been verified on the milliondollarvax.com website and remain available until 31 December 2021. Prize winners' first name, initial of surname, state and postcode will be published.

Payment of Prizes

33. Subject to successful verification and compliance with these terms and conditions, the Promoter will pay:
 - a) the Grand Prize by way of electronic bank transfer to an account nominated by the Grand Prize winner. The bank account specified must be an Australian bank account. Prize money will be transferred directly into the winner's bank account within 10 business days after the winner has advised the Promoter of their bank account details; and
 - b) Daily Prizes by arranging for an email with the details of each \$1,000 gift voucher to be sent to each prize winner. Gift vouchers will be emailed to a prize winner's nominated email address within 2 business days of verification and eligibility being confirmed.

General conditions

34. The Promoter complies with the Australian Privacy Principles contained in the *Privacy Act 1988 (Cth)*.
35. Entries remain the property of the Promoter. Information will be collected and used for the purposes of conducting the Promotion (which may include disclosure as required to third parties for the purposes of processing entries), for promotional purposes associated with the Promotion and for the purposes of inviting participation in research into the effectiveness of public health campaigns. Entrants may access the Promoter's privacy policy at <https://www.summerfoundation.org.au/home/privacy-policy>. If any medical information regarding a participant is collected by the Promoter, that information will be deleted or destroyed (as applicable) when it is no longer required for the purposes of the conduct of the Promotion.
36. The Promoter and its respective related parties are not, in relation to the Promotion or otherwise, responsible for any technical malfunctions or other issues which might arise in respect of hardware, software, systems or devices used by either yourself, the Promoter or any third party, arising out of or in connection with, without limitation, viruses, fraud, technical failures, power failures or anything else that may compromise the outcome of the Promotion.
37. The Promoter as well as its respective officers, employees, contractors and agents, accept no liability with respect to the availability or delivery of any prize nor any responsibility or liability for any loss, damage or claims whatsoever (including but not limited to indirect, consequential or economic loss), or in respect of any loss of life or personal injury, arising from acceptance or use of a prize, save (and only to the extent of) any liability that cannot be excluded by law.
38. You are liable for and indemnify the Promoter, as well as its respective officers, employees, contractors and agents (**Indemnified Parties**), from and against any loss or damage (including legal costs) however caused, suffered or incurred by the Indemnified Parties in connection with these terms and conditions, the Promotion, your acceptance or use of any prize, or any act or omission on your behalf.

39. Entrants consent to the Promoter using, without remuneration, their name, postcode, state of residence, likeness, image and/or voice in the event that they are a winner in any marketing promotion for the purpose of promoting the Promotion and any outcomes.
40. The Promoter reserves the right to:
- conduct a review of publicly available information and other information available to it in relation to any winners in order to assess the honesty and integrity of the relevant winner;
 - cancel or suspend the Promotion if the security, fairness, integrity, or proper operation of the Promotion is compromised in any way by way of any virus or bugs in the IT system used for it, unauthorised human intervention, or other causes beyond the reasonable control of the Promoter;
 - disqualify any entrant who engages in offensive, illegal or objectionable conduct in respect of the Promotion (e.g. on social media);
 - disqualify any entrant who tampers with the entry process in any way; and/or
 - cancel, terminate, modify or suspend the Promotion in accordance with any written directions given by any relevant government or regulatory authority to do so.
41. In the case of an event which impacts on the determination of the Promotion or any aspect of it, including but not limited to, power failures, systems failures, natural disasters, acts of God, civil unrest or strikes, the Promoter may in its absolute discretion cancel all or part of the Promotion and/or recommence it from the start on the same conditions, subject to Australian law.
42. If an entrant or winner in the Promotion disputes any aspect of the conduct of the Promotion (including any decision as to whether the eligibility criteria have been satisfied), the entrant or the winner (as the case may be) must provide written notice to the Promoter detailing their concerns. They may do so by contacting the Promoter through the links available on the milliondollarvax.com website. The Promoter will review and respond to such correspondence, including with its decision within a reasonable period of time.
43. Except where prohibited by law, all issues and questions concerning the construction, validity, interpretation and enforceability of these terms and conditions shall be governed by, and construed in accordance with, the laws of the State of Victoria. All participants consent to the jurisdiction of the courts of the State of Victoria.