

Bartercard Referral Program

Schedule

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| Promotion | Bartercard Referral Program |
| Promoter | Bartercard Digital Australia Pty Ltd ABN 19 665 448 984 https://bartercard.com.au/referral-program/ |
| Promotional Period | Start Date: [17/02/2025] Start Time: 9:00am End Date: [31/03/2025] End Time: 5:00pm |
| Prize | The Prize is a 7-Night Fiji stay at Club Wyndham Denarau Island, Fiji. Allocated fully to the First Prize Winner. Includes Airfares from Melbourne, Sydney, or Brisbane. |
| Prize Value | [1 winner] will be drawn, and the total value will be [\$2,950.00] |
| Draw Details | Draw Date: [01/04/2025] Draw Time: 4:00pm Draw Location: Online – 38-40 Township Drive, West Burleigh, QLD. Draw Method: Electronic random draw |
| Unclaimed Prize Redraw | Redraw Date: [01/07/2025] Draw Time: 4:00pm Redraw Location: Online – 38-40 Township Drive, West Burleigh, QLD. Redraw Method: Electronic random draw. |

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| Relevant States | Queensland, New South Wales, Victoria, Northern Territory, Tasmania, Australian Capital Territory, Western Australia, South Australian. |
| Entrants | Entry is open to Bartercard Members residing in the Relevant States, aged eighteen (18) years or over (Entrants). Employees (as well as their immediate family members) of the Promoter, retailers, suppliers and associated companies and agencies are not eligible to enter in the Promotion. |
| Entry Procedure | To enter, Entrants must refer a business via the Bartercard referral form (located here: https://bartercard.com.au/referral-program/). For the referral to qualify and earn Entrants an entry into the competition, the referred business must be successfully onboarded as a Bartercard member before the competition closing date. |

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| Notification of Winners | Winners will be notified via email & phone no later than 24 hours after the relevant Draw Date. |
| Redemption Date | The date that is 3 months from the relevant Draw Date. |
| Notification of Unclaimed Prize Redraw Winners | Unclaimed prize winners will be notified via email & phone no later than 24 hours after the relevant Redraw Date. |
| Privacy Policy | https://bartercard.com.au/privacy-policy/ |

Terms & Conditions

- Information on eligibility, mechanisms on how to enter, prizes and the information in the Schedule form part of these Terms & Conditions. Participation in the Promotion is deemed acceptance of these Terms & Conditions.
- Any capitalised terms used in these Terms & Conditions have the meaning given in the Schedule, except where stated otherwise.

Eligibility & Entry

- To enter the Promotion, Entrants must complete the Entry Procedure during the Promotional Period. Entries may only be submitted in accordance with the Entry Procedure and will not be accepted by the Promoter in any other form.
- Entrants may enter the Promotion up to the Maximum Number of Entries.
- Entries must be received by the Promoter during the Promotion Period. Online or email entries are deemed to have been received at the time of receipt by the Promoter and not at the time of transmission.
- The use of automated entry software or other mechanical, electronic or other means that allow an Entrant to automatically enter the Promotion repeatedly is prohibited and will render all entries submitted by the Entrant invalid.
- Incomplete and ineligible entries will be deemed invalid. Entries will also be deemed invalid if they breach these Terms & Conditions as determined by the Promoter in its sole discretion or any other content guidelines notified by the Promoter during completion of the Entrant's completion of the Entry Procedure.
- The Promoter reserves the right, at any time, to verify the validity of entries and Entrants (including an Entrant's identity, age and place of residence) and to disqualify any Entrant. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

Prize Draw

- The draw to determine the winning Entrant (**Winner**) for the Promotion will be conducted in accordance with the Draw Details. The Prize(s) will be awarded to the Entrant or Entrants (as applicable) randomly drawn in accordance with the Draw Details, provided the Entrant has complied with the Entry Procedure. Where more than one Prize is available, each Winner may only win one Prize.
- The Winner will be notified as specified in the Schedule.
- The Winner's full name and city of origin will be published on the Site, or on the Promoter's social media accounts, including but not limited to, Facebook, Twitter and Instagram. Such publication will be done within 7 days of the relevant Draw Date. It is a condition of entry into the Promotion that the Winner consents to the publication of such information and participates in any media releases which may include photographs of the Winner by the Promoter. By entering into this Promotion, Entrants consent to the use of their names and likenesses in this manner.
- Entrants are responsible for any and all expenses incurred when entering the Promotion and accessing, claiming and/or using the Prize (unless otherwise stated on the Site).

13. As the Promotion is a game of chance, and subject otherwise to these Terms & Conditions, skill plays no part in determining the Winner and each valid entry will **NOT** be individually judged. Each entry has an equal chance of winning. The Winner will be confirmed by the Promoter. The Promoter's decision is final and no correspondence will be entered into with Entrants regarding the decision.
14. In the event that a Winner's entry is deemed or found to be invalid, the Promoter may redraw or decide on another Winner.

Prizes

15. The Prize(s) are specified in the Schedule. **THE PRIZE IS NOT TRANSFERABLE AND NOT REDEEMABLE FOR CASH.**
16. If any Prize is unavailable and the Promoter has used all reasonable efforts to arrange the Prize, the Promoter may, in its absolute discretion, reserve the right to substitute the Prize with a prize of equal value and/or specification, subject to any written directions from a regulatory authority.
17. **(Cash)** Where cash is awarded as a Prize, the Prize will be awarded in the form of a bank cheque, via PayPal transfer (fees may apply and are the responsibility of the Winner) or electronic funds transfer to the Winner's nominated bank account, at the Promoter's election.
18. **(Travel)** If the Prize involves travel, the components of the Prize must be taken together when offered otherwise the Prize is forfeited. If the Prize involves travel and is awarded to multiple people, the Winner and their companion(s) must travel together and depart from, and return to, the same departure point. The Winner may not accrue any frequent flyer points from making use of the Prize. Any travel and accommodation are subject to availability and may be dependent on travel class availability and specific room category availability. Prize value is determined by Recommended Retail Price (RRP) which may vary from the creation of these terms to the point of purchase of the prize. The prize must be arranged with the Promoter within 3 months of the winner being announced. The following are not included as part of the major prize holiday: all other out of pocket expenses including meals, beverages, laundry services, transfers, additional accommodation due to flight schedules, optional excursions, tipping, passports, visas, travel insurance and all other ancillary costs not expressly provided. The costs of obtaining any of these requirements are the responsibility of the prize winner and their travel companion.
19. **(Motor vehicle)** Where a motor vehicle is awarded as a Prize, to be eligible to claim the Prize, the Winner must be capable of obtaining the necessary motor vehicle registration for the Prize in its name, in accordance with the applicable State or Territory legislation in which the Prize is collected. If the Winner is, through any legal incapacity or otherwise, unable to register the Prize in their own name, then the Winner may assign the Prize to another person (who consents to such assignment) with legal capacity for the purpose of registration. The Promoter takes no responsibility for any such arrangement between the Winner and the assignee.
20. **(Gift Card)** Where any part of the Prize is a Gift Card the gift card is redeemable only with the issuing retail partner (**Retail Partner**). Use of the Gift Card is subject to the Retail Partner's terms and conditions. The Promoter is not a party to any transaction entered into between the Entrant and Retail Partner through which the Entrant uses the Gift Card and the Promoter has no control over the conduct of any Retail Partner. For the avoidance of doubt, the cancellation, exchange, variation or refund of any goods and/or services that are the subject of the Gift Card is strictly a matter between Entrant and Retail Partner. The Prize is not redeemable for cash. The Gift Card is valid until the date stated on the Gift Card itself.

Claiming Prizes

21. The Prize(s) must be claimed by the Redemption Date in accordance with any claim instructions set out in the Schedule or via phone call to The Promoter. The Promoter may require the Winner(s) to provide relevant evidence in order to claim the Prize, such as proof of identity, age, and any relevant proof of purchase.
22. If the Winner(s) does not claim the Prize before the Redemption Date, the Prize will be deemed to be forfeited by the Entrant.
23. If any Prize remains unclaimed, a second draw or selection for the Prize will take place in accordance with the Schedule, specifically the Unclaimed Prize Redraw, subject to any directions from a regulatory authority. The alternative Winner, if any, will be notified in accordance with the Schedule, specifically Notification of Unclaimed Prize Redraw Winners.
24. The Promoter will deliver the Prize in accordance with the Schedule. Should circumstances outside the Promoter's control occur, which cause a delay in delivery of the Prize, the Promoter will not be liable.

General

25. **Personal information:** The Promoter collects personal information from all Entrants in order to conduct the Promotion and may, for this purpose, collect, use and disclose such information to third parties, including but not limited to agents, contractors, service providers, Prize suppliers and as required, to regulatory authorities. Please see the Promoter's Privacy Policy (linked in the Schedule) for more information about how the Promoter collects, stores, uses and discloses personal information, including details about overseas disclosure, access, correction, how Entrants can make a privacy-related complaint and the Promoter's complaint-handling process. By providing personal information to the Promoter, the Entrant agrees to the collection, use, storage and disclosure of that information as described in this clause and the Promoter's Privacy Policy.
26. **Non-Excludable Guarantees:** Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify any legislation which cannot lawfully be excluded or limited, including the statutory consumer guarantees as provided under the *Competition and Consumer Act 2010* (Cth) or any other applicable State or Territory legislation (**Non-Excludable Guarantees**).
27. **Consequential Loss:** Despite anything to the contrary, to the maximum extent permitted by law, the Promoter will not be liable under these Terms & Conditions for any consequential loss including but not limited to loss of profit (including anticipated profit), loss of benefit (including anticipated benefit), loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings (including anticipated savings), loss of reputation, loss of use (including both real and anticipatory) and/ or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise.
28. **Liability:** Except for any liability that cannot be excluded by law (including the Non-Excludable Guarantees), the Promoter (including its respective officers, employees and agents) will not be liable to an Entrant for, and the Entrant waives and releases the Promoter in respect of all liability (including but not limited to all expenses, costs, damages, claims, losses) arising in any way out of or in connection with:
 - (a) any act or omission of an Entrant;
 - (b) any breach of these Terms & Conditions by the Entrant;
 - (c) any personal injury or death or property loss or damage;
 - (d) claiming the Prize;
 - (e) use of the Prize in any way;
 - (f) any theft of any Prize or unauthorised access or third-party interference in the Promotion;
 - (g) any entry or Prize claim that is late, lost, altered, damaged, delayed, corrupted or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; or
 - (h) any tax liability incurred by a Winner, except to the extent such liability was caused or contributed to by the Promoter's negligent act or negligent omission.

29. **Force Majeure:** Neither Party will be liable for any delay or failure to perform their respective obligations under this Agreement if such delay or failure is caused or contributed to by a Force Majeure Event. **Force Majeure** means any event or circumstance which is beyond a Party's reasonable control including but not limited to, acts of God including fire, hurricane, typhoon, earthquake, landslide, tsunami, mudslide or other catastrophic natural disaster, civil riot, civil rebellion, revolution, terrorism, insurrection, militarily usurped power, act of sabotage, act of a public enemy, war (whether declared or not) or other like hostilities, ionising radiation, contamination by radioactivity, nuclear, chemical or biological contamination, any widespread illness, quarantine or government sanctioned ordinance or shutdown, pandemic (including COVID-19 and any variations or mutations to this disease or illness) or epidemic.
30. **Online entries:** In the event that a dispute arises as to the identity of an online Entrant, the entry will be deemed to have been submitted by the authorised account holder of the email address. The authorised account holder means the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organisation that is responsible for assigning email addresses for the domain associated with the email. The Promoter may ask any Entrant to provide the Promoter with proof that such party is the authorised account holder of the email address associated with the entry.
31. **Legal Warning:** Any attempt, deliberate or otherwise, to cause malicious damage or interference with the normal functioning of the Site, or the information on the Site, or to otherwise undermine the legitimate operations of the Promotion may be a violation of criminal and civil laws and, should such an attempt be made, whether successful or not, the Promoter reserves the right to seek damages to the fullest extent permitted by law. If the Promoter suffers loss or incurs any costs in connection with any breach of these Terms and Conditions or any other legal obligation by an Entrant, the Entrant agrees to indemnify the Promoter for those losses, damages and costs.
32. **Social Media:** Social media membership pages, applications and use of social media generally is subject to the prevailing terms and conditions of use of the social media platform. Unless otherwise indicated in these Terms and Conditions, the Promotion is in no way sponsored, endorsed or administered by, or associated with, any social media platform including, but not limited to, Instagram, Facebook, Twitter and Pinterest. If an Entrant uses social media to participate in the Promotion, the Entrant understands that they are providing their information to the Promoter and not to any social media platform. Entrants are solely responsible and liable for the content of their entries and any other information they transmit to other Internet users. By participating in the Promotion, the Entrant releases Instagram, Facebook, Twitter, Pinterest or applicable social media site from all claims, liabilities, suits, actions and expenses, including costs of litigation and reasonable legal costs associate with the Promotion.
33. **Currency:** Unless the contrary intention appears, a reference in these terms or in any advertisement relating to the Promotion, to Australian dollars, dollars, AUD\$ or \$ is a reference to the lawful currency of Australia.
34. **Amendments:** 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.
35. **Jurisdiction:** These Terms and Conditions are governed by the laws of the States and Territories in which the Promotion is conducted and the Commonwealth of Australia. Entrants submit to the jurisdiction of the courts of their State or Territory.
36. **Dispute Resolution:** In the event of a dispute, Entrants must contact the Promoter and attempt to resolve the dispute in good faith. If the matter can't be resolved, either party may refer the matter to a mediator. The costs of the mediation will be shared equally between the parties.
37. **Entire Agreement:** These Terms and Conditions represent the entire agreement between the Promoter and any Entrant (including the Winner) with respect to its subject matter and supersede any prior agreement, understanding or arrangement between the Promoter and any Entrant (including the Winner), whether oral or in writing.
38. **Representations:** The Promoter excludes all, warranties, guarantees or representations (whether express or implied) except as expressly provided in these Terms and Conditions.

39. **Intellectual property rights:** All intellectual property rights in the entries vest in the Promoter upon submission of the relevant entry. Where the Promotion involves submission of any materials including but not limited to answers to questions, a statement, idea or opinion, video or voice recordings, images, works of art, designs or photographs (**Content**), all Entrants represent, warrant and agree that:
- (a) the Content must not contain any viruses or cause or be likely to cause any injury or harm to any person or entity;
 - (b) the Content must be the work of the individual submitting it;
 - (c) the Content must not have been published elsewhere or have won a prize in any other competition or promotion;
 - (d) before submitting the Content, Entrants have obtained all appropriate consents and/or permission relating to a person who appears in, or whose property appears in, the Content.
 - (e) each Entrant must warrant that the submission of the Content does not infringe the intellectual property rights of any third party. Entrants must warrant that the Content they are submitting is their own work and that they own the copyright for it;
 - (f) the Promoter may remove or decline to publish any Content without notice to the relevant Entrant;
 - (g) the Promoter may use their likeness, image and/or voice in the event that the Entrant is the Winner (including photograph, film or recording) in any media whatsoever throughout the world for the purpose of promoting this Promotion or other similar promotions and promoting any products manufactured, distributed and or supplied by the Promoter. The Entrant will not be entitled to any remuneration for such use.
40. **Last updated:** 23 July 2024