

## Chartered Accountants Australia and New Zealand Member Insights Panel Opt-In Competition

- Information on how to enter to win a prize forms part of these terms and conditions (Terms and Conditions). Participation in the Member Insights Panel Opt-In Competition (Competition) is deemed acceptance of the Terms and Conditions. The Competition is not valid in conjunction with any other offer.
- 2. The Competition is a game of chance for a Prize which may be won by a total of three (3) Eligible Entrants (defined below).
- 3. The promoter is Chartered Accountants Australia and New Zealand ABN 50 084 642 571 of 33 Erskine Street, Sydney, New South Wales 2000, Australia (**CA ANZ**).
- 4. The Competition commences at 12:01am (AEST) on Saturday, 1 May 2021, and ends at 11:59pm (AEST) on Monday, 7 June 2021 (**Competition Period**).
- 5. The Competition will be conducted during the Competition Period between the Start Time and the End Time at the following Location:

| Competition Period                                | Start Time                                   | End Time                                    | Location  |
|---|--|---|---|
| Saturday, 1 May<br>2021 to Monday,<br>7 June 2021 | Saturday, 1 May<br>2021 at 12:01am<br>(AEST) | Monday, 7 June<br>2021 at 11:59pm<br>(AEST) | Online via Facebook,<br>Twitter, Instagram,<br>LinkedIn, Gmail or<br>similar social media<br>channel used by CA<br>ANZ. |

#### **Definitions**

- 6. For the purposes of these Terms and Conditions:
  - 6.1 **Competition Question** means answering the question, "As a member of Chartered Accountants ANZ, what other support services would you like to see from your membership?";
  - 6.2 **Immediate Family Member** means any of the following: spouse, ex-spouse, defacto 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 first cousin;
  - 6.3 **Member Insights Panel** means a panel run by CA ANZ that offers members the opportunity to participate in optional monthly surveys to provide feedback on CA ANZ member services and resources;
  - 6.4 **Prize** means one (1) of three (3) \$500 pre-paid Visa gift cards to use across Australia and New Zealand;
  - 6.5 **Required Information** means the Eligible Entrant's details including name, location/postal information, company/organisation name/information, email address, phone number, gender, job title, career stage, membership type, designation and length of CA ANZ membership; and
  - 6.6 **Winner** means each of the two (2) Eligible Entrants from Australia and one (1) Eligible Entrant from New Zealand drawn randomly using a computerised random selected by CA ANZ in its sole discretion.



## **Privacy**

CA ANZ collects personal information to conduct the Competition and may, for this purpose, 7. disclose such information to third parties, including, but not limited to, agents, contractors. service providers, Competition suppliers and, as required, to Australian and New Zealand regulatory authorities. Validity of an entry is conditional on providing this information. CA ANZ may, for an indefinite period, unless otherwise advised, use the information for competition, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning an entrant. Each entrant acknowledges that the information they provide will be collected by or on behalf of CA ANZ and may be disclosed to other group companies and to third parties that help CA ANZ deliver its products and services or as required by law. Some of these parties may be located outside of Australia, as set out in the CA ANZ's privacy policy, including, but not limited to, New Zealand, Japan, the United Kingdom, the United States of America, Hong Kong, China, Singapore, Canada, South Africa, India, Indonesia, Malaysia, the Netherlands, Panama and Jamaica. Entrants should direct any request to access, update or correct information to the CA ANZ's Privacy Officer at the details provided below. These Terms and Conditions are deemed to incorporate CA ANZ's privacy policy and by entering the Competition, each entrant accepts the terms and conditions of the CA ANZ privacy policy. For further details see CA ANZ's privacy policy at www.charteredaccountantsanz.com/privacy-policy.

## Eligibility and entries

- 8. To be eligible to enter to win a Prize, an entrant must, during the Competition Period:
  - 8.1 be a natural person aged 18 years or over, who is an ordinary resident in Australia and New Zealand, and not be a company, business or organisation of any description, or an employee of CA ANZ, or of any agency associated with this Competition, or any Immediate Family Member of such a person;
  - be a member of CA ANZ and provide all Required Information to actively opt-in to participate in the Member Insights Panel in the Competition Period;
  - 8.3 answer the Competition Question; and
  - 8.4 follow any reasonable directions provided by CA ANZ and/or its representatives in relation to the Competition,

(each eligible entrant an Eligible Entrant and each eligible entry an Eligible Entry).

- 9. Once an Eligible Entrant has opted-in to the Member Insights Panel, they will be prompted to the option to enter the Competition by answering the Competition Question.
- 10. An Eligible Entrant may make only one (1) Eligible Entry during the Competition Period, and is entitled to win no more than one (1) Prize.
- 11. CA ANZ may, in its absolute discretion, ignore any entry which it deems to be offensive or inappropriate, or otherwise tampers with the entry process, or which otherwise does not comply with the Terms and Conditions.

### **Judging and Prizes**

12. At the end of the Competition Period, CA ANZ will draw randomly three (3) Eligible Entrants using a computerised random selection (a **Winner**). Out of the three (3) Winners, two (2) Winners will be drawn randomly from Australia and one (1) Winner will be drawn randomly from New Zealand.



- 13. There are three (3) Prizes available in total. The total prize pool is valued at AUD\$1,500. The Winner will receive one (1) Prize each.
- 14. CA ANZ will notify each Winner by their nominated email or phone number within two (2) business days of the draw.
- 15. If a Prize is unavailable, CA ANZ, in its discretion, reserves the right to substitute a Prize for another prize to an equal or greater value and/or specification. Further, CA ANZ reserves the right not to nominate a Winner or award a Prize on any day of the Competition Period.
- 16. Each Prize is not transferable or exchangeable and is not redeemable for cash. Each Prize must be used on or before its nominated expiry date and if not used, the value of the Prize is forfeited.
- 17. If a Winner is not able to satisfy these Terms and Conditions, or forfeits or fails to accept their respective Prize, then they will be deemed to have forfeited their Prize.
- 18. CA ANZ's decision is final and no correspondence will be entered into.
- 19. CA ANZ 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 who submits an entry that is not in accordance with these Terms and Conditions, who tampers with the entry process, or who is not otherwise an Eligible Entrant. Errors or omissions may be accepted at the CA ANZ's discretion. Failure by CA ANZ to enforce any of its rights at any stage does not constitute a waiver of those rights.

#### General

- 20. Entrants consent to CA ANZ using their name and/or image in the event they are a Winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Competition (including any outcome), complying with legislative requirements and promoting any products or services distributed and/or supplied by CA ANZ.
- 21. If this Competition 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 CA ANZ, CA ANZ reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disgualify any entrant; or (b) to modify, suspend, terminate or cancel the Competition.
- 22. Subject to clause 23, CA ANZ (including its 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 Competition, including, but not limited to, where arising out of the following: (a) any technical difficulties or equipment malfunction (whether or not under CA ANZ's control); (b) any theft, unauthorised access or third party interference; (c) any Prize that is late, lost, altered, damaged or misdirected (whether or not after their receipt by CA ANZ; (d) any variation in the Prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a entrant; or (f) use of the Prize.
- 23. Nothing in these Terms and Conditions is intended to exclude, restrict or modify any consumer rights under the *Competition and Consumer Act 2010* (Cth) (CCA) or the *Consumer Guarantees Act 1993* (NZ) (CGA) or any other legislation which may not be excluded, restricted or modified by agreement. If the CCA, CGA or any other applicable legislation implies a condition, warranty or term into the Terms and Conditions or provides statutory guarantees in connection with these Terms and Conditions in respect of goods and services supplied (if any), CA ANZ's liability for breach of such a condition, warranty, other term or guarantee is limited to (at CA ANZ's election) to the extent it is able to do so: (1) in the case of supply of goods, CA ANZ doing any one or more of the following: (a) replacing the goods or supplying equivalent goods (b) repairing the goods (c) paying the cost of



replacing the goods or of acquiring equivalent goods; and/or (d) paying the cost of having the goods repaired; or (2) in the case of supply of services, CA ANZ doing either or both of the following; (a) supply the services again; and/or (b) paying the cost of having the services supplied again. To the extent that CA ANZ is unable to limit its liability as set out in the previous sentence. CA ANZ limits its liability to the extent such liability is lawfully able to be limited.

- 24. These Terms and Conditions are governed by the laws of New South Wales, Australia. Each entrant (whether or not an Eligible Entrant) submits to the non-exclusive jurisdiction of the courts of the New South Wales, Australia.
- 25. Consumer Competition support is available at:

Email: info@charteredaccountantsanz.com

Phone: 1300 137 322 (Australia)

# **Privacy Officer**

Chartered Accountants Australia and New Zealand 33 Erskine Street, Sydney, New South Wales 2000, Australia

P: 1300 137 322

E: privacy@charteredaccountantsanz.com