

### Terms and Conditions 2023 Indigenous Surfboard Tour

The ISLHD HIV & Related Programs Unit (HARP) is giving community members of the Illawarra & Shoalhaven Local Health District the chance to win a hand painted Indigenous Surfboard. (RRP \$2,000). This competition is open to people currently residing within Australia.

Community members can enter the competition by texting 'Share Affection Not Infection' and their postcode to HARP NSW Health mobile: 0434 568 233. They receive a reply text: 'You have entered the competition to win the Indigenous surfboard competition by Zac Bennett Brook from [www.saltwaterdreamtime.com](http://www.saltwaterdreamtime.com). If you need a free and confidential sexual health check-up call 1800 451 024 or go to [www.playsafe.health.nsw.gov.au](http://www.playsafe.health.nsw.gov.au) to find your nearest clinic. The winner will be drawn on 1 December 2023 and contacted by the mobile phone they entered the competition with. Remember to Share Affection Not Infection! Go to [www.caddyshackproject.com](http://www.caddyshackproject.com) for Ts &Cs and to see previous year's boards & winners.

NSW HEALTH (PROMOTER) Indigenous Surfboard Tour Competition Terms and Conditions

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in the promotion is deemed acceptance of these Terms and Conditions.
2. In order to be eligible to enter the promotion, the individual must be over 18 years of age or if they are under 18 years of age, must have the approval of a parent or guardian to enter.
3. To enter the Promotion, Eligible Entrants must: Text 'share affection not infection' and their postcode to 0434 568 233 & agree to these Terms and Conditions
4. Each eligible entrant may enter the promotion as many times as they like.
5. The Promotion commences on Monday 3<sup>rd</sup> July 2023 at 9:00am AEST and ends at 5.00pm Friday 1<sup>st</sup> December 2023 AEST. ("Promotional Period"). Only those entries that are received during the Promotional Period will be eligible.
6. Posting of obscene materials or use of obscene language, posting of unsafe materials, posting of vulgar materials, or use of vulgar language, or use of abusive, defamatory, profane, or threatening language of any kind, will constitute a violation of these terms and conditions, and won't be eligible.
7. The winner will be selected by an online random number generator using the entrant's mobile phone number. The Prize Winner will be notified within three (3) days of being drawn by phoning the mobile number used as the entry. They will be contacted by phone a maximum of 3 times to be advised that they have won. If they do not respond after these contacts, a new winner will be drawn and contacted.
8. Prizes will be personally delivered to a mutually agreed upon meeting place within 14 days of the draw. If the winner resides outside of the four local government areas of Wollongong, Shellharbour, Kiama & the Shoalhaven, the winner can collect the surfboard themselves from 2 Rawson Street, Wollongong, alternatively they can contact [Pack & Send Wollongong](#) who will arrange packing and freight at the winner's expense.
9. The Promoter's decision is final and no correspondence will be entered into.
10. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, at its sole discretion, to determine the identity of the entrant. The Promoter reserves the right to request an individual establish that they are eligible, and may also request that they sign a statutory declaration confirming compliance with these terms and conditions. Proof considered suitable for verification is at the discretion of the Promoter.
11. In the event that any prizes remain unclaimed by Wednesday 13th December 2023 this draw will be considered null and void and another draw will be made.

12. If this promotion 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, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law to (a) disqualify any entrant; or (b) to modify, suspend, terminate or cancel the Promotion, as appropriate.

13. The Prize is not transferable or exchangeable and cannot be taken as cash.

14. Any cost associated with entering is the entrant's responsibility.

15. Except for any liability that cannot be excluded by law, including but not limited to the Australian consumer law, the Promoter (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 Promotion, including, but not limited to, where arising out of the following: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry, photograph or prize claim 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; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of the Prize. For the avoidance of doubt, nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under consumer law.

16. The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including, but not limited to, agents, contractors, service providers, prize suppliers and as required, to Australian authorities. Entry is conditional on providing this information. Entrants should direct any request to access, update or correct information to the Promoter. All details of entrants will be used and preserved in accordance with NSW Privacy Laws and the Australian Privacy Principles.

More: <https://www.caddyshackproject.com/>