

Standard Competition Terms and Conditions

Issued 11 May 2021

- These terms and conditions (the Standard Ts & Cs) are the standard terms and conditions that apply to any competition offered by Australian Finance Group Ltd ABN 11 066 385 822 (we or us) Level 4, 100 Havelock Street, West Perth WA 6005 (a Competition) after 31 July 2017.
- 2. These terms and conditions are additional to the conditions of entry outlined in the Haven newsletter under the Haven Win section.
- 3. Additional conditions of entry may apply to a Competition (Additional Conditions). To the extent that an Additional Condition is inconsistent with these Standard Ts & Cs, the Additional Condition will apply. Additional Conditions will be provided with the how to enter information.
- 4. We may withdraw, replace or vary these Standard Ts & Cs without notice.
- 5. We may specify that these Standard Ts & Cs do not apply with respect to a particular Competition.
- 6. By entering a Competition you are deemed to have accepted these Standard Ts& Cs and any Additional Conditions. We recommend you read all terms and conditions in full before entering a Competition.
- 7. Each Competition is a game of skill. Chance plays no part in the determination of the winner. Each entry will be individually judged, in our absolute discretion, according to its merits and based on set criteria determined by us.
- 8. Each Competition is only open to Australian residents aged 18 years or over.
- 9. Only one entry is permitted per person.
- 10. No responsibility is accepted for late, lost or misdirected entries.
- 11. Entries received by us after 23:59 (11:59pm) on the closing date may be excluded from the Competition.
- 12. The judge's decision is final. There will only be one winner for a Competition and no correspondence will be entered into. Failure to disqualify an ineligible entrant does not invalidate the judge's decision.
- 13. The winner will be decided within a reasonable period following the Competition closing date (usually within 1 month) and will be notified after this time. Unsuccessful entrants will not be notified.
- 14. The winner will receive the specified prize. However, if the prize is unavailable or there is another impediment, we reserve the right to substitute a prize of at least equivalent value. Gift cards are subject to their terms and conditions of issue (including expiry date). You should review those terms and conditions on the gift card issuer's website.

- 15. The prize is non-transferable, exchangeable or redeemable for cash.
- 16. Any incorrect entrant details may render an entry invalid. It is the entrant's responsibility to inform us of any change in their personal information including contact details. If there is a dispute as to the identity of an entrant, the entrant will be deemed to be the person whose name is on the entry.
- 17. The prize will be delivered to the winner's specified address in Australia within 28 days of a Competition being decided. If we are unable to deliver the prize to the winner's specified address after making reasonable efforts to do so, the prize will be forfeited and will remain our property.
- 18. To the extent permitted by law, we have no responsibility if the prize is stolen, lost, or damaged in transit; or for any defects in, or malfunction of, the prize.
- 19. Our employees and their immediate families and brokers associated with us and their employees and immediate families are ineligible to enter.
- 20. We reserve the right to verify the validity of entries and entrants (including an entrant's identity, age and address) and to disqualify any entrant (including the winning entrant) who tampers with the entry process or submits an entry that, in our opinion is: not in a accordance with the applicable terms and conditions; illegal; objectionable; potentially insulting; defamatory; or otherwise not in keeping with the spirit of the Competition.
- 21. We may, in our absolute discretion, vary, amend or cancel a Competition including after the closing date for entries.
- 22. All entries become our property. The entrant grants us a non-exclusive perpetual worldwide licence to use and exploit all intellectual property rights (including, without limitation copyright) and consents to us doing (or omitting to do) any acts in respect of the entry which may otherwise constitute an infringement of an entrant's moral rights.
- 23. We may use all or part of the entry for promotional, marketing or publicity purposes for no fee.
- 24. The entrant warrants to us that the entry is their own original work and does not infringe any rights of any third party. The entrant indemnifies us for any loss, damage, cost or expense arising from the entrant's breach of this warranty.
- 25. By entering the Competition the entrant consents to us using their name, photograph and entry (or any part of the entry) for any commercial purposes.
- 26. We are not liable for any cost, expense, loss or damage whatsoever suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained as a result of entry in a Competition or taking the prize, except for any liability which cannot be excluded by law. To the extent permitted by law, our liability with respect to a Competition is limited to the value of the prize.
- 27. We collect personal information in order to conduct the Competition and provide the prize. We may need to disclose your information to our associates, contractors and service providers, who may be overseas. Our Privacy Policy available at www.afgonline.com.au contains information about these matters and how you can access your personal information and request corrections or complain.
- 28. Failure by us to enforce any of our rights does not constitute a waiver of those rights.