

## TERMS & CONDITIONS

### 2019 MS Mega Swim Register & Fundraise competition – Melbourne River Cruise

1. Information on how to enter forms part of these Terms of Entry. Entry into the competition is deemed acceptance of these Terms and Conditions.
2. Multiple Sclerosis Limited is the Promoter and the provider of the total prize pool. Any issues relating to the prize need to be directly communicated with Melbourne River Cruises and are subject to its own terms and conditions.
3. Entry is open to residents of Australia. Employees of Multiple Sclerosis Limited, their immediate families, any companies and agencies associated with the Promotion are not eligible to enter.
4. The competition **commences on Wednesday 6 February 2019 at 12:00pm (EDST) and closes on Friday, 22 February 2019 at 12:00pm (EDST)** (the Promotion Period).
5. To receive an entry into the competition, participants must have registered in the **2019 MS 24 Hour Mega Swim Fitzroy event and have fundraised \$50** or more within the promotional period **Wednesday, 6 February 2019 at 12:00pm (EDST) and closes on Friday, 22 February 2019 at 12:00pm (EDST)**.
6. Participants may enter the event as individuals or as part of a team however they may only register once. Participation surveys that are illegible or do not include the required information will be deemed invalid. Participants must be 18 years of age or older to eligible for the prize. Participants 17 and under will automatically be ruled ineligible for the prize.
7. **Selection of the winners will take place on Friday, 22 February 2019** at the premises of The Promoter, Multiple Sclerosis Limited, 54 Railway Road, Blackburn, VIC 3130 via random electronic draw.
8. **The valid entry drawn will be deemed the prize winner. The prize is a voucher for a 3-hour + 4-course meal via Melbourne Cruises. Prize is valued at \$280.**
9. The winners will be **notified by Multiple Sclerosis Limited in person, email and/or phone on Friday, 22 February 2019.**
10. In the event that a winner is not able to accept the prize as stipulated by The Promoter, the prize will be redrawn. Prizes are not transferable or exchangeable and cannot be taken as cash.
11. The Promoter reserves the right to request that the winner provide proof of identity, proof of residency at the nominated prize delivery address and/or proof of entry validity (including phone) in order to claim the prize. Proof of identification, residency and entry considered suitable for verification is at the discretion of The Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.

12. The Promoter reserves the right to disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these Terms & Conditions of Entry or who has, in the opinion of The Promoter, engaged in conduct which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the entry process and/or The Promoter. This includes, but not limited to, entrants and households using multiple email addresses, postal addresses, or PO Box addresses to register single or multiple entries. The Promoter reserves the right to disqualify a winner if The Promoter becomes aware that the winner and/or the winner's entry is of a type described in this clause.

13. By accepting a prize, the winner agrees to participate in and co-operate as required with all reasonable media editorial requests relating to the prize, including but not limited to, being interviewed, photographed and social media promotion.

14. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders The Promoter's ability to proceed with the competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, The Promoter may in its absolute discretion cancel and recommence it from the start on the same conditions, subject to any written directions given under State Regulation.

15. Any submission that contains viruses or other computer code or material embedded in it which may have a negative impact on the Multiple Sclerosis Limited Fan page, this competition or any network or third party computer systems will be removed and Multiple Sclerosis Limited may take action against you for any loss or damages incurred as a result of such a submission.

16. The Promoter and its associated agencies shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prize/s except for any liability which cannot be excluded by law.

17. The Promoter reserves the right in its sole discretion to disqualify any individual who they believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Transformation Submissions. The Promoter's legal rights to recover damage or other compensation from such an offender are reserved.

18. The Promoter and their associated agencies and companies assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission; communications line failure, theft or destruction or unauthorised access to, or alteration of entries, and reserve the right to take any action that may be available.

19. If for any reason the entry process is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical

failures or any causes beyond the control of The Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this process, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the entry process.

20. All entries become the property of the Promoter. The Promoter collects personal information about you to enable you to participate in this promotion. Multiple Sclerosis Limited may disclose your information to persons overseeing the administration of the promotion, persons answering customer support inquiries or performing statistical analysis of our services and products including organisations and persons located outside Australia. If you do not provide The Promoter with any of the information required, the Promoter may not be able to enter you into the promotion.

21. This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook. You are providing your information to Multiple Sclerosis Limited and not to Facebook. The information you provide will only be used for the purpose of conducting this competition.

22. All entries become the property of The Promoter, Multiple Sclerosis Limited, Multiple Sclerosis Limited, 54 Railway Road, Blackburn, VIC 3130. ABN: 66 004 942 287