

Caring For You Member Promotion ('Promotion')

Terms & Conditions

1. Participation in the Promotion is deemed acceptance of the Terms and Conditions (as amended or replaced by the Promoter in its absolute discretion from time to time). Instructions on how to participate form part of these Terms and Conditions.
2. The Promotion will be conducted by C4U Nursing Agency Pty Limited (ABN 47 628 295 134) (the '**Promoter**').
3. The Promotion starts 00:01am (AEDT) Monday 1 December and ends 11:59pm (AEDT) Tuesday 28 February 2023 (the '**Promotion Period**').

Eligibility

Entry is only open to persons who, during the Promotion Period, are current Members of the Promoter located in New South Wales, Victoria, Queensland and South Australia ('**Participant**').

How to enter

4. Participants have the opportunity to win one of three available \$1,000 gift cards and/or one \$5,000 Flight Centre Voucher, in accordance with the terms below.
5. To enter the Promotion ('**Entry**'):
 - a. the Participants must complete 10 shifts in that month to be eligible for a \$250 Gift Card ('**Monthly Prize**'); or
 - b. the Participants must complete 30 shifts over the 3 months to be eligible for the \$5,000 Flight Centre Voucher ('**Major Prize**').

Entrants will automatically be put into the draw upon completion of their time sheets for the shift requirements above. There are three (3) Monthly Prizes available to be won (for the months of November, December and January) and one Major Prize.

For the purposes of this Promotion, a shift means a shift completed by a Member for a duration from 4 hours or more.

6. For clarity, to be eligible for Monthly Prize, a Participant must complete the required number of shifts in a calendar month (i.e. they will not be eligible if they complete the shifts over a 30 day period that spans over two months). Once the new month begins, Participants will start again from zero to be eligible for an Entry.
7. Participants will only be entered into the draw once per prize draw, i.e. they will not receive more entries in one month if they work over 10 shifts per month for the Monthly Prize, or over 30 shifts over the three months for the Major Prize.
8. Participants are permitted to submit one Entry for all available prizes. If a Participant wins one of the Monthly Prizes, they are also permitted to submit an Entry for the \$5,000 Flight Centre Voucher Prize.
9. Entries will be accepted until the close of the Promotion Period.
10. Participants agree and acknowledge that the Promoter does not accept any responsibility or liability for Entries that have not been received for whatever reason. It is the Participant's responsibility to ensure that they complete their Entry before the closing date.

Caring for You

NURSING AGENCY

Privacy

11. The Promoter collects personal information in connection with this Promotion to conduct the Promotion. The Promoter may, for the purpose of conducting this Promotion, disclose such information to third parties, including agents, contractors, service providers, suppliers and, as required, to regulatory agencies. Participation is conditional on providing this information.
12. Personal information collected by the Promoter in connection with this Promotion will be managed in accordance with its Privacy Policy (available at <https://www.caringforyou.net.au/members/privacy-policy/>).

Prize Winner

13. The Promotion is a game of chance. Each validly submitted Entry will enter the draw to randomly selected by an appointed judge at the Promoter as the winner ('**Winner**').
14. There will be three (4) Winners:
 - a. Three (3) Monthly Prize Winners; and
 - b. One (1) Major Prize Winner.
15. The prize draws will take place at the Promoter's head office on:
 - a. 4 January 2023 for the first Monthly Prize Winner; and
 - b. 2 February 2023 for the second Monthly Prize
 - c. 7 March 2023 for the third Monthly Prize and the Major Prize Winners.
16. You agree and acknowledge that the Promoter's decision in relation to the conduct of the Promotion, including the selection of winning Entries, is final and no correspondence will be entered into.
17. The Prize is not transferable or redeemable for cash. The Prize value includes all taxes, fees and shipping.
18. In the event that the Promoter is, for any reason, unable to procure the Prize, the Promoter reserves the right to substitute a gift of commensurate value subject to these same terms and conditions.
19. The Promoter accept no responsibility for any variation in the value of the Prize for reasons beyond its control.
20. The Winner will be contacted directly by the Promoter via email from the date of their relevant Prize draw to notify the result of the draw and to confirm the Winner's details for the Prize to be sent using the details provided in the Promotion.
21. If the Winner cannot be contacted or does not claim their Prize within 7 days of the Promoter sending the notification, the Promoter reserves the right to withdraw the Prize from that Winner and draw a replacement winner. Proof of attempts to contact the Winner will be sufficient evidence and you release the Promoter from any claims if you are not able to be contacted to receive your Prize.
22. No responsibility will be taken by the Promoter for any changes in dates, times or cancellations or other arrangements that may prevent a winner from accepting, taking or using a Prize.

General

23. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Promotion and Consumer Act 2010 (Cth), as well as any other implied warranties under similar consumer protection laws in the State and Territories of Australia (**'Non-Excludable Guarantees'**).
24. The Promoter makes no representations or warranties as to the quality, suitability or merchantability of the Prize. Except for any liability that cannot be excluded by law, including the Non-Excludable Guarantees, the Promoter is not liable for any loss or damage whatsoever which is suffered (including but not limited to, direct or consequential loss) or for any personal injury suffered or sustained in connection with entry into the Promotion or acceptance of the Prize. The winner accepts the prize at their own risk and releases the Promoter from any liability in this regard.
25. Incomplete or illegible Entries may be deemed invalid, although errors and omissions may be accepted at the discretion of the Promoter. The Promoter accepts no responsibility for late, lost, incorrectly submitted or misdirected entries, for any technological malfunction or failure, Internet traffic congestion, or for outdated or incorrect contact details by which the entrant cannot be contacted during business hours on relevant dates.
26. The failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
27. If this Promotion is interfered with in any way or is not capable of being conducted as 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 Participant; or
 - b. modify, suspend, terminate or cancel the promotion as appropriate.
28. If the Promoter cancels or varies a Promotion, or cancels, varies or withdraws its Prizes, is not:
 - a. liable to any person for any costs, loss or damage whatsoever arising out of, or in connection with, such cancellation, variation or withdrawal; or
 - b. required to conduct the Promotion at any other time.
29. All money amounts in these Terms and Conditions are in Australian Dollars inclusive of GST.
30. If any provision of these Terms and Conditions is unenforceable for any reason, such provision shall be severed from these Terms and Conditions and the remaining Terms and Conditions will remain in full force and effect.