

2017 City2Surf Training Platform Competition - Terms and Conditions

Promotion Details:

Promotion:	2017 City2Surf Training Platform Competition
Promoter:	<p>The Promoter is Fairfax Media Events Pty Ltd (ABN 31 104 735 766) of 1 Darling Island Road, Pyrmont NSW 2009 (Fairfax).</p> <p>Telephone number: (02) 9282 2833</p> <p>The Promoter is part of the Fairfax Media group of companies owned or controlled by Fairfax Media Limited (ACN 008 663 161) (Fairfax Group).</p>
Promotion sponsors	<p>Fairfax Media Events Pty Ltd ABN 31 104 735 766 Sport Heroes Australia Pty Limited ABN 82 605 794 349 Westpac Banking Corporation ABN 33 007 457 141 TOMTOM Sales B.V ABN 14 117 652 712 adidas Australia Pty Ltd ABN 80 058 390 659 Rebel Sport Limited ABN 78 003 283 823 SEIKO Australia Pty Ltd ABN 63 000 797 946</p>
Promotional Timings:	<p>Start date: 5 June 2017 at 12:01 am AEDT End date: 16 November 2017 at 11:59 pm AEST Promotional Period: from the Start Date until the End Date.</p>
Entrants:	<p>Entry is open to Australian residents who are 18 years of age and over.</p> <p>Directors, employees and their Immediate Family Members of the Promoter, it's related bodies corporate and any agencies or companies associated with the Promoter or the Promotion are not eligible to enter. Immediate Family Member means any of the following: spouse, ex-spouse, de-facto 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 1st cousin.</p>

Prize description	<p>Prize description / Number of prizes / Breakdown of prizes and prize value:</p> <p>WEEK ONE: Challenge period June 5 - June 11 2017 <i>One prize to be won</i></p> <ul style="list-style-type: none"> - Two return economy air tickets for two adults from any major Australian city to Melbourne; - Two nights hotel accommodation in a twin share room in a Melbourne hotel with a 3-4 star rating; - Two City2Sea race entries and VIP after party access (including food and beverage); - City2Series race merchandise; and - Two pairs of Adidas shoes <p><u>Total Week One prize value = \$3,500.00</u></p> <p>WEEK TWO: Challenge period June 12 - June 18 2017 <i>Five watches to be won</i></p> <ul style="list-style-type: none"> - Seiko watch (value \$700 each) <p><u>Total Week Two prize value = \$3,500.00</u></p> <p>WEEK THREE: Challenge period June 19 - June 25 2017 <i>Ten watches to be won</i></p> <ul style="list-style-type: none"> - TomTom watch (value \$350 each) <p><u>Total Week Three prize value = \$3,500.00</u></p> <p>WEEK FOUR: Challenge period June 26 - July 2 2017 <i>Twenty vouchers to be won</i></p> <ul style="list-style-type: none"> - Adidas voucher for amount of \$200 (value \$200 each) <p><u>Total Week Four prize value = \$4,000.00</u></p> <p>WEEK FIVE: Challenge period July 3 - July 9 2017 <i>Twenty vouchers to be won</i></p> <ul style="list-style-type: none"> - Adidas voucher for amount of \$200 (value \$200 each) <p><u>Total Week Five prize value = \$4,000.00</u></p> <p>WEEK SIX: Challenge period July 10 - July 16 2017 <i>Twenty vouchers to be won</i></p> <ul style="list-style-type: none"> - Adidas voucher for amount of \$200 (value \$200 each) <p><u>Total Week Six prize value = \$4,000.00</u></p> <p>WEEK SEVEN: Challenge period July 17 - July 23 2017 <i>Twenty vouchers to be won</i></p> <ul style="list-style-type: none"> - Rebel Sport voucher for amount of \$150 (value \$150 each) <p><u>Total Week Seven prize value = \$3,000.00</u></p> <p>WEEK EIGHT: Challenge period July 24 - July 30 2017 Tickets for the winner and three (3) other people to the Official City2Surf after party at the Bucket List including free food and beverage until 4:00pm. <u>Total Week Eight prize value = \$560.00</u></p> <p>WEEK NINE: Challenge period July 31 - August 6 2017 <i>Fifty T-Shirts to be won</i></p> <ul style="list-style-type: none"> - Technical Running Heroes T-Shirt (value \$40 each) <p><u>Total Week Nine prize value = \$2,000.00</u></p> <p>WEEK TEN: Challenge period August 7 - August 12 2017 <i>One prize to be won</i></p> <ul style="list-style-type: none"> - Two return economy air tickets for two adults from any major Australian city to Melbourne; - Two nights hotel accommodation in a twin share room in a Melbourne hotel with a 3-4 star rating; - Two City2Sea race entries and VIP after party access (including food and beverage);
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Type of promotion	This promotion is a game of chance.
How to enter	<p>Entry to this competition is via the City2Surf training desktop website, or the City2Surf training app.</p> <p>PROCESS TO ENTER A CHALLENGE - DESKTOP</p> <ul style="list-style-type: none"> - User visits the City2Surf training desktop website (www.city2surftraining.com) - User registers for City2Surf training platform with a Facebook account, Running Heroes account, or email address. - User connects their GPS tracking app of choice, and links it the City2Surf training platform with the app's user name and password. - Users are automatically entered into every challenge once registration is complete. - User runs, tracks their run with their linked GPS tracking app, and visits either City2Surf website, where running activity is automatically synced with their account. - If a user's running activity meets the terms of the challenge set, the challenge will be marked as 'complete'. - All users who complete a challenge within the timeframe will be entered into the random draw to win the relevant challenge prize(s) on offer. <p>PROCESS TO ENTER A CHALLENGE - APP</p> <ul style="list-style-type: none"> - User downloads the City2Surf training app, on either Apple or Android. - User registers for City2Surf training platform with a Facebook account, Running Heroes account, or email address. - User connects their GPS tracking app of choice, and links it the City2Surf training platform with the app's user name and password. - Users are automatically entered into every challenge once registration is complete. - User runs, tracks their run with their linked GPS tracking app, and visits the City2Surf app, where running activity is automatically synced with their account. - If a user's running activity meets the terms of the challenge set, the challenge will be marked as 'complete'. - All users who complete a challenge within the timeframe will be entered into the random draw to win the relevant challenge prize(s) on offer. <p>Participants can complete the challenge for any particular week as many times as they want.</p>

Draw

The winner/s of a drawn prize will be determined by chance. The draw will take place at Running Heroes Australia, at 303/95 West Esplanade, Manly, NSW 2095 at 10:00 am AEST on the following dates by computerised random selection.

WEEK ONE: 13 June 2017

The first valid entry drawn will be the winner of the prize.

WEEK TWO: 20 June 2017

The first five valid entries drawn will be the winners of the prize.

WEEK THREE: 27 June 2017

The first ten valid entries drawn will be the winners of the prize.

WEEK FOUR: 4 July 2017

The first twenty valid entries drawn will be the winners of the prize.

WEEK FIVE: 11 July 2017

The first twenty valid entries drawn will be the winners of the prize.

WEEK SIX: 18 July 2017

The first twenty valid entries drawn will be the winners of the prize.

WEEK SEVEN: 25 July 2017

The first twenty valid entries drawn will be the winners of the prize.

WEEK EIGHT: 1 August 2017

The first valid entry drawn will be the winner of the prize.

WEEK NINE: 8 August 2017

The first fifty valid entries drawn will be the winners of the prize.

WEEK TEN: 15 August 2017

The first valid entry drawn will be the winner of the prize.

Applicable to Weeks One, Two, Three, Four, Five, Six, Seven and Nine Prizes only:

All reasonable attempts will be made to contact the winner(s).

If a prize remains unclaimed by a winner or unallocated for any reason for a period of three months after the draw date, the prize will be forfeited and no cash or other alternative will be offered to that winner. Subject to any direction or requirement under State legislation, unclaimed prize(s) will be redrawn in a second draw. The unclaimed prize redraw will take place at Running Heroes Australia, at 303/95 West Esplanade, Manly, NSW 2095 at 10:00 am AEST on the following dates by computerised random selection.

WEEK ONE PRIZE: 19 September 2017 if prize unclaimed.

WEEK TWO PRIZE: 26 September 2017 if prize(s) unclaimed.

WEEK THREE PRIZE: 3 October 2017 if prize(s) unclaimed.

WEEK FOUR PRIZE: 10 October 2017 if prize(s) unclaimed.

WEEK FIVE PRIZE: 17 October 2017 if prize(s) unclaimed.

WEEK SIX PRIZE: 24 October 2017 if prize(s) unclaimed.

WEEK SEVEN PRIZE: 31 October 2017 if prize(s) unclaimed.

WEEK NINE PRIZE: 14 November 2017 if prize(s) unclaimed.

Permit details	Authorised under: ACT Permit No. TPXX/XXXX, NSW Permit No. LTP/XX/XXXX and SA Permit No. TX/XXXX.
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Detailed Terms:

Entry into the Promotion

1. The Promotion Details above and all Detailed Terms below form part of these Terms and Conditions. The Entrant agrees and acknowledges that they have read these Terms and Conditions
2. It is a condition of entry that all Terms and Conditions are accepted as final and the Entrant agrees to abide by these Terms and Conditions. Submission of an entry is deemed to be an acknowledgement by the Entrant that they have read these Terms and Conditions and accepted them.
3. Any capitalised terms used in these Terms and Conditions have the meaning given in the Promotion Details, unless stated otherwise.
4. The Promotion commences on the Start Date and runs for the Promotional Period ending on the End Date.
5. Valid entries by eligible Entrants will be accepted upon the Entrant meeting the terms of the challenge for a particular week within the timeframe for completing the challenge. No entries will be accepted after the close date applicable to a particular challenge. Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the Entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt. The Promoter accepts no responsibility for any late, lost or misdirected entries due to technical disruptions, network congestion, social media platforms faulting or for any other reason.
6. Illegible, incomprehensible and incomplete entries will be deemed invalid. An entry that is made on behalf of another person will also be deemed invalid.
7. The Promoter reserves the right to disqualify any entry which, in the opinion of the Promoter, includes objectionable content, profanity, inflammatory, offensive or defamatory comments, or which breach any law or infringes any third party rights, including intellectual property rights.
8. The Promoter reserves the right to disqualify any Entrant who tampers with the entry process or who submits an entry that is not in accordance with these Terms and Conditions or who has, in the opinion of the Promoter, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion or Promoter.
9. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details including the right to request proof of an entrant's identity, age and residency. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
10. The Promoter reserves the right to disqualify an Entrant or entries in the event of non-compliance with these Terms and Conditions. In the event that there is a dispute concerning the conduct of the Promotion, the decision of the Promoter is final and binding on each Entrant and no correspondence will be entered into.
11. An Entrant who uses any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.
12. No entry fee is charged by the Promoter to enter the Promotion. Where entry is allowed online, there is no additional cost to enter the Promotion other than any cost paid by the Entrant to access the website or social media platform of entry via their internet service provider.

13. Should an Entrant's contact details change during the Promotion, it is the Entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.
14. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, power or technical failure, acts of God, civil unrest, strike, war, act of terrorism or any other cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.

Prize

15. The winner(s) will be notified by email together with further instructions on how to arrange the collection of their prize within two (2) days of the winner(s) being determined.
16. The winner(s) will be announced on the "City Run Series" Facebook page at <https://www.facebook.com/cityrunseries/> one (1) day after the winner(s) have been determined.
17. Each prize will be awarded to the person named in the winning entry. If there is a dispute as to the identity of an Entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the Entrant or winner.
18. If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize by the time specified by the Promoter, they forfeit the prize and the Promoter is not obliged to substitute the prize or provide a cash alternative.
19. The details of the prize(s) are set out in the Promotion Details. The value of the prize(s) is accurate and based upon the recommended retail value of the prizes (inclusive of GST) at the Start Date of the Promotion. The Promoter accepts no responsibility for any variation in the value of the prizes after that date.
20. If a prize (or portion of a prize) is unavailable the Promoter reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and/or specification, subject to any written directions of a regulatory authority.
21. If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier. The Promoter and the third party prize supplier reserve the right to refuse to allow a winner to use or take part in any or all aspects of the prize, if either determine, in their absolute discretion, that a winner is not in the mental or physical condition necessary to be able to safely use or participate in the prize.
22. If the prize consists of any gift cards of any third party supplier, the gift card(s) may not be redeemed or exchanged for cash, traveller's cheques, cash passports or any other form of currency, and will not be replaced or refunded if the gift card is lost or stolen
23. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.
24. If a prize is provided to the Promoter by a third party supplier and/or is to be delivered directly to the winner(s), the Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party supplier to meet any obligations in these Terms and Conditions or otherwise. The terms and conditions which apply to a prize at the time it is issued to the winner will prevail over these Terms of Conditions, to the extent of any inconsistency.

Travel

25. The following terms apply to the extent that the prize involves any travel:
 - i) The winner must finalise the prize booking within 12 weeks of the date that the winner is notified and all travel must be completed within 12 months of the Promotion closing date.
 - ii) Once a travel booking is confirmed, no changes will be allowed unless authorised by the Promoter in its sole discretion. The winner is responsible for any amendment fees issued by airlines or suppliers.

- iii) The Promotion will have the sole discretion to choose the travel suppliers in relation to the fulfilment of the prize(s).
- iv) Redemption of the prize is subject to availability on the dates chosen by the winner. The prize(s) may not be available for redemption during Christmas, school holiday and special event periods.
- v) All expenses other than those specified as being part of the prize are the responsibility of the winner and if relevant, their travel companion.
- vi) No compensation or alternative travel plans will be arranged if the winner and /or any travel companion misses any part of their travel or fails to meet any check in requirements for any reason.
- vii) In the event that an element of the prize is cancelled or postponed for any reason, the winner forfeits the specified element and no cash alternative offer will be granted in lieu of the part of the prize.
- viii) The winner can travel with one travel companion. The travel companion must be aged 18 years or over. The winner and travelling companion must travel at the same time, must depart from the same capital city airport and must stay at the same accommodation.
- ix) The winner must ensure that they and any travel companion has any necessary documentation, including but not limited to valid passports and visas, which meet the requirements of immigration and other government authorities at every destination. Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities will be the sole responsibility of the travellers.
- x) A credit card imprint may be required from the winner as part of the travel arrangements or check-in procedures.
- xi) Frequent flyer or other programme partner points will not form part of the prize.
- xii) Comprehensive travel insurance is recommended for the winner and any travel companion. If the winner and/ or travel companion chooses not to purchase travel insurance they may be required to complete a travel insurance waiver form acknowledging that they understand the benefits of travel insurance but decline to take out a policy.
- xiii) All other expenses other than those expressly included in the prize are excluded and are the responsibility of the winner and any travel companion.
- xiv) All travel will be subject to the general conditions of carriage. The Promoter makes no representation as to the safety, conditions or other issues that may exist at any destination or event. It is the responsibility of the Entrant and any travel companion to enquire about local issues and conditions at destinations or events before travel.

Personal Information, marketing and publicity

- 26. As part of the Promotion, the Promoter will collect Entrants' personal information. If the Entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. Submission of an entry is deemed to be consent by the Entrant to the Promoter collecting their personal information.
- 27. The Promoter will use the personal information to enable an Entrant to participate in the Promotion.
- 28. The Promoter may disclose Entrants' personal information to third parties including its contractors and agents, prize suppliers, Promotion sponsors and service providers to assist in conducting this Promotion and to the State and Territory lottery departments as required under the relevant lottery legislation.
- 29. The Fairfax Group may use Entrants' personal information for future marketing purposes regarding its products, including contacting the Entrant electronically.
- 30. If there is a Promotion Sponsor, the Promotion Sponsor may use the personal information of an Entrant for marketing purposes if the Entrant has given their consent to be contacted by the Promotion Sponsor.
- 31. Personal information will be stored by the Promoter on a database controlled by the Fairfax Group or by a third party service provider of the Fairfax Group.

32. For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and State/Territory or postcode of residence.
33. Further details on how the Fairfax Group will collect and use personal information is set out in the Fairfax Group privacy policy which is located at <http://www.fairfax.com.au/privacy.html>.
34. The Fairfax Group privacy policy contains information about how an Entrant may access, update and seek correction of the personal information the Fairfax Group holds about them and how an Entrant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with.
35. By accepting the prize, the winner agrees to participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter and the Fairfax Group may use any such marketing and editorial material without further reference or compensation to them.
36. The winner agrees not to sell or otherwise provide their story and or photographs related to the Promotion or being a winner of the Promotion to any other media organisation.

Intellectual property rights

37. The following conditions apply where the Promotion involves submission of any materials including but not limited to answers to questions, a statement, idea or opinion, video or voice recordings, images, works of art, designs or photographs (**Content**):
 - i) the Content must not contain any viruses or cause or be likely to cause any injury or harm to any person or entity;
 - ii) the Content must be the work of the individual submitting it;
 - iii) the Content must not have been published elsewhere or have won a prize in any other competition or promotion;
 - iv) before submitting the Content, Entrants must obtain consent from any person (or the parent or guardian of any person under 18 years) who appears in any content and from the owner(s) of any property that appears in the Content. Entrants must obtain any other permissions required for the submission of the Content;
 - v) each Entrant must warrant that the submission of the Content does not infringe the intellectual property rights of any third party. Entrants must warrant that the Content they are submitting is their own work and that they own the copyright for it;
 - vi) the Promoter may remove or decline to publish any Content without notice to the relevant Entrant;
 - vii) the intellectual property rights in the Content submitted by the Entrant remains with the relevant Entrant and does not transfer to the Promoter. However, in consideration of the Promoter providing the Promotion, each Entrant grants a worldwide, irrevocable, perpetual licence to the Fairfax Group to use and reproduce any or all of the submitted Content including but not limited to in any of their publications, their websites and/or in any promotional material connected to this Promotion. The Entrant acknowledges that the Promoter is free to use the Content and to exercise its rights in relation thereto and the Entrant will not be entitled to any fee for such use; and
 - viii) the Entrant hereby consents to the Fairfax Group using their likeness, image and/or voice in the event that the Entrant is the winner (including photograph, film or recording) in any media whatsoever throughout the world for the purpose of promoting this Promotion or other similar promotions and promoting any products manufactured, distributed and or supplied by the Fairfax Group. The Entrant will not be entitled to any remuneration for such use.

Use of social media

38. The following terms apply to the extent that the Promotion is conducted on, advertised or promoted on a social media platform owned by a third party (**Platform Operator**):
 - i) the Entrant acknowledges and agrees that the Promotion is in no way sponsored, endorsed or administered by, or associated with, any Platform Operator.

- ii) the Entrant releases each Platform Operator and its associated companies from all liabilities arising in respect of the Promotion; and
- iii) to the extent relevant to the Promotion, Fairfax agrees and each Entrant must agree to adhere to the terms and conditions and promotions guidelines of each Platform Operator which are available to view online on their social media platforms.

Limitation of liability

- 39. Any guarantee or warranty given in relation to a prize is in addition to any relevant statutory guarantees and warranties and nothing in these Terms and Conditions restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).
- 40. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this Promotion or accepting, taking part in or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
- 41. Neither the Promoter, nor any Promotion Sponsor or third party prize supplier, or their associated companies is responsible, to the extent permitted by law, for acts of god, acts of terrorism or war (declared or undeclared) or other events beyond their control which prevent awarding or acceptance of the prize in accordance with the prize description.
- 42. The Promoter accepts no responsibility for any tax implications of this Promotion and Entrants must seek their own independent financial advice in regards to their own personal circumstances and any tax implications relating to the prize or acceptance of the prize.
- 43. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.

Consumption of alcohol

- 44. The Promoter encourages consumers to enjoy alcohol responsibly.

Permits

- 45. Authorised under: ACT Permit No. TPXX/XXXX, NSW Permit No. LTP/XX/XXXX and SA Permit No. TX/XXXX.