

# HAMILTON MURPHY ADVISORY PTY LTD

## “Win a prize of one pair of Air Pod Pros from Hamilton Murphy Advisory Pty Ltd” (“Competition”)

Terms and Conditions dated 2 October 2020

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### A) The Competition

1. By submitting an Entry to this Competition, Entrants acknowledge to have read, understood and fully agree to these terms and conditions (including the [Promoter's Privacy Policy and Statement](#)) (“**Terms and Conditions**”). Any personal information provided by the Entrant will be subject to the [Promoter's Privacy Policy and Statement](#). Entrants who do not agree to any of the Terms and Conditions may withdraw their Entry prior to the Prize Draw by providing written notice of such intention to Hamilton Murphy Advisory Pty Ltd Privacy Officer by way of email to [info@hamiltonmurphy.com.au](mailto:info@hamiltonmurphy.com.au) or by post to the attention of ‘Privacy Officer’, Hamilton Murphy Advisory Pty Ltd at Level 1, 255 Mary Street, Richmond VIC 3121, Australia.
2. The Promoter of the Competition is Hamilton Murphy Advisory Pty Ltd (ABN 41 164 702 682) of Level 1, 255 Mary Street, Richmond VIC 3121, Australia (**Promoter**).
3. The Competition commences on 08/10/2020 at 00:01 (AEST) and concludes on 09/10/2020 23:59 (AEST) (**Promotional Period**).

### B) Entry Criteria

4. Entry to this Competition is open to individuals:
  - a) aged 18 years or older;
  - b) residing in Australia or New Zealandwho are a full member of CPA Australia (**CPA**) or an Associate Member of CPA Australia or an attendee of the CPA Public Practice Conference 2020.
5. The residential address provided on the Entry Form shall determine which State or Territory laws are applicable to an Entrant to the extent such laws are either referred to in or take precedence over these Terms and Conditions.
6. The Promoter's: (a) employees, directors and their immediate family members; and (b) agents, agencies and sponsors, are ineligible to enter this Competition. Corporate entities (as described in the *Corporations Act 2001* (Cth)) are also excluded from entering this Competition.
7. The Promoter reserves the right to verify the validity of Entries and to disqualify:
  - a) any Entry which in the opinion of Promoter, includes objectionable content, profanity, potentially insulting, inflammatory or defamatory statements;
  - b) any Entrant who tampers with the entry process (referred to in Clause 4);
  - c) any Entrant in the opinion of the Promoter, engaged in conduct in entering the Competition which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Competition and/or the Promoter; or
  - d) any Entry that is not in accordance with any of these Terms and Conditions.
8. Should an Entrant's contact details change during the Promotional Period, 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 Promoter.

## C) Selection of the Winner

9. The prize draw will be a random draw from valid Entries received during the Promotional Period and the individual whose Entry is drawn first will be the Prize winner (**Winner**). Immediately following the drawing of the Winner, the Promoter will draw four (4) runner-ups. The runner-ups will only be used in accordance with clause 10 below.
10. If the Winner cannot be contacted (following reasonable attempts by the Promoter), does not claim the Prize pursuant to clause 11, or is deemed ineligible for any reason, the first drawn runner up will be the winner (**Second Chance Winner**). The Second Chance Winner will be notified using the same mechanism as the Winner notification procedure pursuant to clause 12. This process will be repeated using the other three (3) runner-ups (in the order in which they were drawn) until there is a valid Second Chance Winner who accepts and claims the Prize. Unless the context indicates otherwise, all references in these Terms and Conditions to the "Winner" are also references to the Second Chance Winner.
11. The prize draw will take place at the Promoter's head office at Level 1, 255 Mary Street, Richmond, Vic, VIC 3121 at 16:00 (AEST) on 15/10/2020 (**Prize Draw**).
12. The Winner will be notified in writing by email (using the address that appears on their Entry) within 30 business days of the prize draw.
13. Subject to any relevant State or Territory laws, the Winner will have three (3) months to respond to the notification indicating their willingness to accept the Prize.
14. The Promoter reserves the right to request the Winner provide proof of identity, proof of residency at their nominated prize delivery address and/or proof of Entry in order to claim the Prize. In the event the Winner cannot provide suitable proof, the Prize will be forfeited in whole and no substitute will be offered.
15. The Promoter reserves the right to disqualify the Winner retrospectively if the Promoter becomes aware their Entry is of a type described in clause 7.
16. If there are no valid Entries during the Promotional Period then no Prize will be awarded.
17. Subject to any non-excludable statutory obligations, the Promoter's decision is final and the Promoter will not enter into correspondence regarding the Competition result.

## D) The Prize

18. The prize is: **one pair of Apple Air Pods Pro** which will be transferred to the eligible winner (the "**Prize**") by Hamilton Murphy Advisory Pty Ltd following acceptance by the Winner. This is not redeemable for cash.
19. There is a total of one (1) Prize which will be awarded to one (1) Winner.
20. Prize cannot be transferred.
21. If the Prize is unavailable, for any reason whatsoever, the Promoter reserves the right to substitute the Prize for a Prize of equal or greater value, subject to the laws in force in each applicable State and Territory (as the case may be).
22. If the Winner does not accept the Prize or an element of the Prize at the time stipulated by the Promoter, then the Prize or the element of that Prize will be forfeited by the Winner and the Winner will not be entitled to and will not receive another prize or incentive (including cash) in lieu.

## E) General Terms

23. The Promoter and each of its related bodies corporate, officers, employees and agents accept no responsibility for any late, lost or misdirected Entries due to technical disruptions, network congestion or for any other reason whatsoever.

24. The Promoter and each of its related bodies corporate, officers, employees, agents and licensees are not liable to the Winner for any tax implications arising out of the Prize or the Competition (including any Fringe Benefits or Personal Income Tax). Independent financial advice should be sought as tax implications may arise as a result of accepting the Prize.

25. The Promoter will not be liable to any person or organisation (including Entrants) for cancelling or postponing the Competition if such cancellation or postponement: (a) is beyond the reasonable control of the Promoter, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism; (b) due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this Competition; or (c) is, in the reasonable opinion of the Promoter, due to any actual or likely harm to the Promoter's reputation or if the Competition will cause or is likely to cause the Promoter to breach any arrangements with third parties or any Commonwealth, State or Territory regulations or legislation. Changing, modifying or suspending the Competition is subject to relevant state and territory regulations. The Promoter will not change, modify or suspend the Competition without permission from any State or Territory bodies who issued permits for this Competition.

26. Subject to any liability which cannot be excluded at law, the Promoter and each of its related bodies corporate, officers, employees, agents and contractors will not be liable for any loss or damage (including but not limited to indirect or consequential loss) whatsoever which is suffered by any Entrant, the Winner or any other person associated with this Competition arising out of or connected with this Competition including, but not limited to; (a) any personal injury or death arising from the Prize or the Competition generally; (b) any incorrect or inaccurate information associated with this Competition; or (c) any technical error that may occur in the course of the administration of this Competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of Entries.

27. All Entries become the property of The Promoter. Subject to the Privacy Statement below, the Promoter may use the Entrant's names, address(es) and telephone number(s) for future marketing and publicity purposes in any media worldwide without notice and without any fee being paid to the Entrant.

## F) Privacy Statement

28. Personal information collected by the Promoter for this Competition (**Personal Information**) is collected and used to: (a) conduct the Competition; (b) process Entry into the Competition; (c) award any Prize referred to in these Terms and Conditions; (d) identify the Winner; (e) facilitate future marketing campaigns of the Promoter; (f) conduct analysis or market research; and (g) generally provide Entrants with information on the Promoter's products, services, events or promotions. By entering the Competition, Entrants consent and agree to the Promoter's use the Entrant's name and image to identify them as a Competition Winner.

29. The Promoter may disclose Entrants' Personal Information to external service providers to whom the Promoter has contracted out functions such as printers, mailing houses, IT companies and media and advertising companies, but only for the purpose set out in this Privacy Statement. Entrants' Personal Information may be transferred or stored outside the country where the information was collected for the purposes stated above.

30. The Promoter and any external service providers referred to in this Privacy Statement may contact Entrants through e-mail, SMS, telephone or post for the purpose(s) set out in this Privacy Statement.

31. If Entrants do not provide the Promoter with the minimum amount of Personal Information requested, or provide the Promoter with inaccurate Personal Information, the Promoter will not be able to process that Entrant's Entry.

32. The Promoter shall comply with all relevant privacy laws including the privacy laws of Australia.