

Terms and Conditions
Game of Skill

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| Promotion | Wellness@Work win 1 of 3 Westfield Vouchers |
| Promoter | FLARE HR PTY LTD, ABN 46 607 120 892 |
| Promotional Period | Start Date: 23 June, 2020 at 12pm AEDT |
| | End Date: 03 July, 2020 at 11:59pm AEDT |
| Eligible Entrants | Permanent residents of NSW, VIC, QLD, WA, ACT, SA & NT aged 18 years and over who are not ineligible to enter the Promotion under these Terms and Conditions |
| Entry Method | <ol style="list-style-type: none"> 1. Visit https://www.flarehr.com/wellnessatwork/competition/; 2. Enter the competition 3. Share the competition, the top 3 people with the most referrals will win. |
| Maximum Entries | Maximum of 1 entry per entrant during the promotional period. |
| Winner Determination | Game of Skill. Chance plays no part in determining the Winner. Judging will take place in Sydney, NSW. The Winners are the Entrants who are at the top of the leaderboard. The Promoter reserves the right to select additional reserve entries that it determines to be the next best, and record them in order of merit, in case of an invalid entry or ineligible Entrant. |
| Number of Winners | 3 |
| Winner Notification | The Winners will be notified by email on July 10, 2020. |
| Prize | <ul style="list-style-type: none"> • 1 of 3 \$50 Westfield Gift Vouchers |
| Total Prize Pool | \$150 |
| Special Conditions | N/A |

Entrants

- The Schedule above and all other entry instructions and prize information published by the Promoter form part of these Terms and Conditions. Each Entrant agrees and acknowledges that they have read these Terms and Conditions (and Schedule) and that entry into the Promotion constitutes acceptance of these Terms and Conditions (and Schedule). All capitalised terms used in these Terms and Conditions have the meaning given in the Schedule, unless stated or as the context otherwise provides.
- Entrants who are ineligible to receive the prize are:
 - directors, management, employees, officers and contractors of:
 - any related bodies corporate of the Promoter; and

- a spouse, de facto spouse, partner, guardian, parent, child or sibling (whether natural or by marriage or adoption) of any person set out in clause 2a).
- Entrants may earn entries up to the Maximum Entry of 1.
- All entries to the Promotion may be subject to verification by the Promoter. Entrants must, within seven (7) days of being asked and at the Promoter's cost, allow the Promoter to inspect and copy any documents that the Promoter may request establishing eligibility to enter the Promotion, including but not limited to receipts, evidence of age, residence and identity. The Promoter may decide in its sole discretion which documents are considered suitable for establishing eligibility to enter or win. If a Winner cannot provide suitable proof of eligibility to the Promoter's satisfaction, fails to establish their entitlement to win the Promotion to the Promoter's satisfaction, appears, to the Promoter, to have tampered with, or benefited from tampering with, the entry process, or 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, they forfeit their Prize in whole and no substitute or compensation will be offered.

Entry material

- Entries must be submitted in accordance with the Entry Method and must not be: incomplete; incomprehensible; unlawful or capable of violating any law or giving rise to a civil action; obscene; defamatory or libellous; threatening or harassing; pornographic or contain nudity; hateful; offensive; incite or be capable of encouraging conduct that would be considered a criminal offence; and in violation of the terms and conditions of the relevant social media platform used to enter the Promotion.
- All entries immediately become and remain the property of the Promoter. The Promoter reserves the right to use, reproduce, distribute, prepare derivative works of and display the entry material (and authorise others to do the same) for the purposes of conducting and promoting the Promotion, awarding the Prize and advertising and marketing the Promoter, Cook Islands Tourism and Pacific Resorts Rarotonga and/ or the Promotion and/or future promotions on all media now known or later devised, in perpetuity.
- Each Entrant warrants that they will fully indemnify the Promoter against any loss or damage suffered by the Promoter as a result of any breach of these Terms and Conditions by the Entrant.
- The Winner/s will be notified in accordance with the Winner Notification.
- If a Prize or any part of a Prize is unavailable for any reason, the Promoter will, in its absolute discretion, substitute the Prize with another item of no lesser retail value, subject, where relevant, to the approval of the authorities that have issued permits for the conduct of the Promotion.
- Prizes cannot be refunded or exchanged and, except as expressly permitted by these Terms and Conditions, cannot be taken as a monetary payment.

- Prizes may not, without the prior written consent of the Promoter, be resold or offered for resale at a premium (including via online auction sites) or used for advertising, promotion or other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services. If a Prize is sold or used in breach of this condition, the Promoter may, at its absolute discretion, withdraw the Prize. Where a Prize has been withdrawn in accordance with this clause, no refund, substitute or compensation will be offered and the Winner and any person who has purchased or otherwise bears that ticket will be refused entry.
- Prizes cannot be used in conjunction with any other discounts or special offers.
- Each Prize will be awarded in the Promoter's sole discretion. The Promoter may invalidate any prize claim where the Winner has breached these Terms and Conditions or otherwise failed to comply with any requirement under these Terms and Conditions.
- If requested by the Promoter, the Winner and their guest/s will participate in any promotional activity in connection with the Promotion or the Prize.
- The Promoter may use, reproduce, edit and communicate to the public the Materials at any time in any form of media.
- The Winner and their guest/s unconditionally and irrevocably consent to any act or omission that would otherwise infringe any of their moral rights in the Materials and waive all moral rights in the Materials.

Use of social media

- 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**):
 - each Entrant releases each Platform Operator and its associated companies from all liabilities arising in respect of the Promotion;
 - Entrants understand that they are providing their information to the Promoter and not to the Platform Operator;
 - any questions, comments or complaints about the Promotion must be directed to the Promoter not the Platform Operator.

Limitation of liability

- 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 *Competition and Consumer Act 2010*, as well as any other implied warranties under the *Australian Securities and Investments Commission Act 2001* or similar State and Territory consumer protection laws (**Non-Excludable Guarantees**).
- Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter, its associated agencies and companies and those agencies and companies associated with or involved in the Promotion (including each of their respective directors, officers, employees, servants, contractors and agents past and present) exclude all liability (including negligence) for any personal injury or death, or any loss or damage,

whether direct, indirect, special or consequential (including loss of opportunity and loss of profit), arising in any way out of the Promotion or the Prize/s, including:

- any technical difficulties or equipment malfunction (whether under the Promoter's control);
 - any delays or failures in any telecommunications services or equipment;
 - any entry or prize claim that is late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted, altered, damaged or misdirected (whether after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;
 - any tax liability incurred by a Winner or Entrant; and
 - any use of the Prize/s.
- If 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.
 - If for any reason any aspect of this Promotion is not capable of running as planned, including, without limitation, by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure, acts of God, civil unrest, strike, war, act of terrorism or any other cause beyond the control of the Promoter, the Promoter reserves the right in its sole discretion to cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a Prize, subject, where relevant, to any direction given under the relevant State/Territory permit regulations.
 - These Terms and Conditions are governed by the laws of New South Wales and each of the relevant State authorities.
 - These Terms and Conditions and the Schedule constitute the entire terms and conditions between each Entrant and the Promoter with respect to the Promotion. The Promoter may alter, modify, or amend these Terms and Conditions and the Schedule, subject, where relevant, to the approval of the authorities that have issued permits for the conduct of the Promotion.

Privacy

- The Promoter and the Australian office of Cook Islands Tourism are bound by the Australian Privacy Principles in the *Privacy Act 1998*. The Promoter, Cook Islands Tourism and Pacific Resort Rarotonga will collect Entrants' personal information in connection with this Promotion and will use and handle the personal information in accordance with these Terms and Conditions.