## 'T&C's' for Whitehorse Excellence in Business Awards 2021 Nominator Draw

- 1. The promoter is Whitehorse Business Group Inc ABN 16 011 944 167 whose registered office is at Level 1, Suite 9, Box Hill Town Hall, 1022 Whitehorse Road, Box Hill, Victoria 3128.
- 2. The draw is open to everyone above 18 years of age except employees of Whitehorse Business Group and their close relatives and anyone otherwise connected with the organisation.
- 3. There is no entry fee and no purchase necessary to enter this draw.
- 4. By entering this draw, an entrant is indicating his/her agreement to be bound by these terms and conditions.
- 5. Route to entry for the competition and details of how to enter are available on http://www.whitehorsebusinessgroup.com.au / Facebook/ LinkedIn/ Instagram pages of Whitehorse Business Group.
- 6. Multiple entry will be accepted per person. Multiple entries from the same person nominating the same business will be disqualified.
- 7. Closing date for entry will be 23rd August, 2021. After this date no further entries to the draw will be permitted.
- 8. No responsibility can be accepted for entries not received for whatever reason.
- 9. The promoter reserves the right to cancel or amend the draw and these terms and conditions without notice in the event of a catastrophe, war, civil or military disturbance, act of God or any actual or anticipated breach of any applicable law or regulation or any other event outside of the promoter's control. Any changes to the draw will be notified to entrants as soon as possible by the promoter.
- 10. The promoter is not responsible for inaccurate prize details supplied to any entrant by any third party connected with this draw.
- 11. The prize is as follows:
- 12. The prize is as stated and no cash or other alternatives will be offered. Prizes have an expiry date. The prizes are not transferable. Prizes are subject to availability and we reserve the right to substitute any prize with another of equivalent value without giving notice.
- 13. Winners will be drawn on 31st August, 2021 at random, from all entries received and verified by Promoter and or its agents.
- 14. The winner will be notified by email and /or DM on /Facebook and/or letter within 7 days of the closing date. If the winner cannot be contacted or do not claim the prize within 14 days of notification, we reserve the right to withdraw the prize from the winner and pick a replacement winner.
- 15. The promoter will notify the winner when and where the prize can be collected / is delivered.
- 16. The promoter's decision in respect of all matters to do with the draw will be final and no correspondence will be entered into. The General Terms and Conditions and any Specific Terms and Conditions are to be construed according to the laws applicable in the State where Whitehorse Business Group is located. A person who enters a draw irrevocably agrees and submits to the exclusive jurisdiction of the courts of that State.
- 17. The winner agrees to the use of his/her name and image in any publicity material, as well as their entry.

- 18. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter or any other Social Network. You are providing your information to Whitehorse Business Group Inc and not to any other party.
- 19. By entering the draw, the participant has aggreged to receive promotional emails from Whitehorse Business Group Inc
- 20. Whitehorse Business Group shall have the right, at its sole discretion and at any time, to change or modify these terms and conditions, such change shall be effective immediately upon posting to this webpage. Also, Whitehorse Business Group reserves the right to cancel the competition if circumstances arise outside of its control.
- 21. In the event that a Winner is awarded a Prize and it is later discovered that the Winner was ineligible to enter the Competition under the above clauses, Whitehorse Business Group reserves the right to reclaim the Prize from the Winner by giving any form of notice to the Winner. The Winner will then need to return the Prize in its original form to Whitehorse Business Group within 14 days. If the Winner fails to do so, Whitehorse Business Group reserves the right to legally claim against the Winner for the return of the Prize or relevant compensation.
- 22. When a prize is provided by third party, Whitehorse Business Group is indemnified from any obligation or liability in relation to the prize.

## 23. RELEASE AND INDEMNITY

- a. Whitehorse Business Group shall not in any circumstances be liable for any loss or damage incurred by the Entrant or Winner in relation to the draw.
- b. To the full extent allowed by law, the Winner and Entrants shall indemnify and keep indemnified Whitehorse Business Group against all and any liabilities and claims which arise out of or in relation to any use made of the Prize by or on behalf of the Winner.
- c. To the full extent allowed by law, the Winner and Entrants shall indemnify and keep indemnified Whitehorse Business Group against all and any liabilities and claims which arise out of or in relation to entering a draw.