



**BAY AUDIO**<sup>™</sup>  
HEARING EXPERTS

## Terms and Conditions

### Schedule

**Promotion:** Attend For Your Chance To Win - December 2023

Bay Audio, part of the Amplifon Group: The Trustee for NATIONAL HEARING CENTRES UNIT TRUST trading as Amplifon ABN 68 200 763 765, 7/150 Lonsdale Street Melbourne VIC 3000 . Ph: 03 9264 9000

For any inquiries regarding this Promotion, please contact the Promoter

**Promoter:** at [au-marketing@amplifon.com](mailto:au-marketing@amplifon.com) or on 03 8376 1074

**Promotional Start date:** 19/12/23 at 09:00 am AEDT

**Period:** **End date:** 31/12/23 at close of business

### Eligible

**entrants:** Entry is only open to Australian residents aged 18 years or over.

To enter the Promotion, the entrant must, during the Promotional Period, book and attend a Free Hearing Check OR Comprehensive

**How to** Hearing Assessment at any Bay Audio clinic within Australia AND

**Enter:** provide a valid email address to have on file.

**Entries** Only one (1) eligible entry per person will be accepted. By completing

**permitted:** the entry method, the entrant will receive one (1) entry.

### Total Prize

**Pool:** AUD \$2,000.00

Prize Description	Number of this prize	Value (per prize)	Winning Method	Conditions
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Any ancillary costs associated with redeeming the gift card are not included. Any unused balance of the gift card will not be awarded as cash.

Redemption of the Draw: comput gift card is subject to erised random any terms and selectio n- conditions of the 10/01/2 4 issuer including those at 12:00 pm specified on the gift card.

The prize is a \$500 Mastercard e-gift card.

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AUD\$500.00 AEDT

**Winner notification:** The winners will be contacted by using the contact details on file with the Promoter within seven (7) days of the draw. The winners will be published at <https://www.bayaudio.com.au> by 17/01/24.

Prizes must be claimed by 11/03/24 at 12:00 pm AEDT. In the event of an unclaimed prize, the prize will be redrawn on 12/03/24 at 12:00 pm AEDT at Amplifon, 7/150 Lonsdale Street, Melbourne VIC 3000, Australia. The winners of the redraw will be notified by using the contact details on file with the Promoter within seven (7) days of the redraw. The winners will be notified publicly (and their details published) at <https://www.bayaudio.com.au> by 19/03/24.

**Unclaimed Prizes:** If there are no prize winner/s or winner/s for this Promotion cannot be found, this information will be published at <https://www.amplifon.com.au/termsandconditions>.

1. The entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these

Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.

2. The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). 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.

3. Valid and eligible entries will be accepted during the Promotional Period.

4. Employees (and their immediate family members) of agencies/companies directly associated with the conduct of this Promotion, the Promoter, businesses involved in determination of winner/s for the Promotion, businesses involved in the management of the Promotion, any organisation benefiting from the Promotion, the Promoter's distributors, suppliers, subsidiary companies/businesses and associated companies and agencies 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.

5. Draw:

a) The draw will take place at Amplifon, 7/150 Lonsdale Street, Melbourne VIC 3000, Australia at 12:00 pm AEDT on 10/01/24 using computerised random selection.

i) The first four (4) valid entries drawn will be the winners of the prizes specified in the Schedule above.

ii) The draw conductor may draw additional reserve entries in the case an invalid entry or entrant is drawn.

b) If a draw is scheduled on the weekend or a public holiday, the draw will be conducted at the same time and location on the following business day. The Promoter will ensure each draw is open for public scrutiny and anyone may witness the draw on request. The winner of a drawn prize is determined by chance.

6. All reasonable attempts will be made to contact each winner.

7. If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize within a reasonable time, as specified by the Promoter, or is unavailable, they forfeit the prize and the Promoter is not obliged to substitute the prize.

8. The value of the prizes is accurate and based upon the recommended retail value of the prizes (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the prizes after that date.
9. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
10. 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 specification.
11. No entry fee is charged by the Promoter to enter the Promotion.
12. Each prize will be awarded to the person named in the entry and any entry that is made on behalf of an entrant or by a third party will be invalid. 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.
13. Entrants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. The Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter will handle personal information in accordance with its privacy policy which is located at <https://www.amplifon.com/au/privacy-policy>. The Promoter collects personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion and to the State and Territory lottery departments as required under the relevant lottery legislation. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion.
14. 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.
15. The Promoter reserves the right to refuse to allow a winner to take part in any or all aspects of a prize, if the Promoter determines in their absolute discretion, that a winner is not in the physical or mental condition necessary to be able to safely participate in or accept the prize. It is a condition of accepting the prize that a winner may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a prize.

16. 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 terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Conditions of Entry in the event of any inconsistency. To the extent permitted by law 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 to meet any of its obligations in these Conditions of Entry or otherwise.

17. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry 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).

18. 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, technical failure or any 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.

19. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win. The use of 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.

20. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that there is a dispute concerning the conduct of the Promotion or claiming a prize, the Promoter will resolve the dispute in direct consultation with the entrant. If the dispute cannot be resolved the Promoter's decision will be final.

21. 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 or using any prize (or recommendation). For the sake of clarity, this clause shall not apply where the Promoter has contributed to or caused such loss, expense, damage, personal injury or death and shall not apply to any liability which cannot be excluded by law (in each case the Promoter's liability is limited to the minimum allowable by law).
22. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.
23. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.