

## TERMS AND CONDITIONS

### CREDABL 'HELPING HAND GRANT' PROMOTION

#### General

1. These terms and conditions ("**Terms**") govern the Credabl 'Helping Hands Grant' Promotion (the "**Promotion**"). Entry into the Promotion is deemed acceptance of these Terms. Entry into the Promotion is also deemed acceptance of the Promoter's Privacy Policy which can be located here: [www.credabl.com.au/privacy-policy/](http://www.credabl.com.au/privacy-policy/).
2. The promoter of the competition is CREDABL PTY LTD (ACN 615 968 100) of Level 11/151 Castlereagh St, Sydney NSW 2000 (Telephone number 1300 27 33 22) (the "**Promoter**").

#### Who is eligible to enter the Promotion

3. Entry in the Promotion is only open to Australian medical business owners/companies with a valid ABN ("**Eligible Business**"). Entrants into this competition must be 18 years of age or older. All entries into the Promotion are made for and on behalf of the relevant Eligible Business which the entrant owns, or in which they are employed, and are not personal to the entrant.
4. The Promoter reserves the right to request winners to provide proof of their eligibility to participate in the Promotion in order to claim a prize. In the event that a winner cannot provide proof of eligibility to the satisfaction of the Promoter (in its discretion), the winner will forfeit the prize in whole and no substitute will be offered.

#### How to enter the Promotion

5. The Promotion commences on Monday 15 July 2024 at 9am AEST and concludes on Tuesday 15 October 2024 at 11:59pm AEST (the "**Promotion Period**").
6. To enter the Promotion, eligible participants must submit an entry form via the Promoter's website located at the following link: <https://www.credabl.com.au/helpinghand24/>. Only entries received by the Promoter during the Promotion Period will be accepted. The time of an entry will be the time it is received by the Promoter, not the time of transmission by the entrant. The Promoter accepts no responsibility for any late, lost or misdirected entries.
7. To be valid, an entry must: (a) include all relevant details required by the entry form (including, without limitation, first and last name, email address, phone number and occupation); and (b) the entrant's submission, in 150 words or less, as to why the entrant believes their Eligible Business deserves a 'Credabl Helping Hand Grant'.
8. Entries that do not complete all fields in the entry form or which otherwise do not comply with these Terms & Conditions, are invalid and not eligible to win the Promotion.

#### Number of entries

9. Only one entry is permitted per Eligible Business.

#### How the winner is selected and notified

10. The Promoter will select the winner from among the valid entries by a judgment Panel chosen by the Promoter (such selection to be at the Promoter's absolute discretion, but likely to comprise senior management of the Promoter). Selection of the winner will take place between 16 October 2024 and 08 November 2024.
11. The Promotion is a game of skill and not a game of chance. The criteria for the Panel's decision as to the winner of the Promotion will be which valid entry displays, in the opinion of the Panel, the most compelling entry based on creativity and inventiveness and the reasons provided in the '150 words or less' entry field.

12. Up to five winners will be selected, with a maximum of one winner per State or Territory. The Promoter reserves the right not to select a winner for a State or Territory in respect of which there are less than five valid entries (based on the location of the principal place of business of the Eligible Business).
13. The winners will be notified by phone or email address provided on Monday 11 November 2024. If the winner has not claimed the prize by Thursday 14 November 2024 then they will forfeit the prize and the prize will be awarded to another valid entry submitted in accordance with these terms and conditions that is judged by the Promoter's chosen Panel to be the next best entry at 12pm on Friday 15 November 2024.
14. The winner/s will be announced on Monday 18 November via a post or article by the Promoter on its website <https://www.credabl.com.au> . The Promoter may also announce the winner on its social media accounts.
15. The Promoter's decision is final and the Promoter will not enter into any correspondence regarding the Promotion or the selection of the winner.

### **The Prize**

16. There are five prizes available. Maximum one prize per winner. The prize is awarded to the owner of the Eligible Business in respect of which the winning entry was made. Prizes are not personal to the relevant individual who made the winning entry. In a dispute, the prize will be awarded to the principal business person for the Eligible Business.
17. Each prize comprises the following goods and services which will be delivered to the winner at the cost of the Promoter:
  - (a) a \$5,000 cash prize, payable via electronic funds transfer to the Australian bank account nominated by the winner;
  - (b) A practice coach and leadership training sessions
    - a. For medical Eligible Business winners, Customised Flourish Coaching program with Australia's leading Psychologist Coach of Medics. Valued at \$3200
    - b. For dental Eligible Business winners, Getting Aligned. A ½ day in practice training session. Valued at \$3,500 .
    - c. For veterinary Eligible Business winners, VetFamily 12 month Membership valued at \$2988. Plus, 12months of Practice Advisor Coaching
  - (c) each winner will also receive 50,000 bonus Qantas Points to their Qantas Business Rewards Account. The maximum notional value of each Prize of 50,000 Qantas Points is AUD\$ \$3,888.00 based on the Qantas Frequent Flyer redemption of 8,000 Qantas Points for a one-way Economy Classic Flight Reward from Sydney to Melbourne plus AUD \$48 in applicable taxes, fees and carrier charges, accurate as at 05 July 2024 . The dollar fare for an equivalent flight totals AUD \$670 including taxes fees and carrier charges. The Promoter and Qantas Airways Limited accept no responsibility for change in prize value between now and the ultimate date on which the prize is awarded, utilised or exchanged; and
  - (d) \$500 prize from Experien Insurance Services awarded to the team by way of digital voucher to their chosen lunch venue or as digital VISA voucher.
  - (e) Information pertaining to EAP insights.

Entrants grant the Promoter permission to share their contact details and other personal information contained in their entry with any of the third-party providers named above in order to facilitate the delivery to any winner of their prizes.

18. A business must be a Qantas Business Rewards Member to earn or receive Qantas Points for business. A one-off join fee of \$89.50 including GST normally applies, however this will be waived by Qantas Airways Limited for Credabl Pty Ltd (ACN 615 968 100) customers if they [join here](#). Membership and Qantas Points are subject to [Qantas Business Rewards Terms and Conditions](#). Qantas Points for business are offered under the [Credabl Terms and Conditions](#).
19. Unless otherwise expressly stated or in the case of a cash prize, prize values are based upon the recommended retail media prices at the time of publication of these Terms (exclusive of GST). The Promoter and Qantas Airways Limited accepts no responsibility for change in prize value between now and the ultimate prize redemption date.
20. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.
21. Non-cash prizes cannot be transferred, exchanged or redeemed for cash and assets are subject to availability when confirming their individual custom media schedule.
22. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements. 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.
23. All prizes must be claimed by Friday 30 June 2025 and assets are subject to availability. In the event a winner does not take the prize by the time stipulated, then the entire prize will be forfeited by the winner and cash or any other activity will not be awarded in lieu of the prize.
24. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to state regulation. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.

#### **Miscellaneous**

25. The Promoter (subject to State and Territory Legislation) reserves the right to amend, cancel or suspend this competition. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this competition. Any changes to the campaign will be reflected on the campaign landing page [www.credabl.com.au/helpinghand24](http://www.credabl.com.au/helpinghand24).
26. 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 the Promoter.
27. The Promoter and Qantas Airways Limited's associated agencies and companies assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of entries, and reserves the right to take any action that may be available.
28. If for any reason this competition is not capable of running as planned, including (without limitation) due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, the Promoter reserves the right in its sole discretion take any action that may be available, and (without limitation) to cancel, terminate, modify or suspend the competition, subject to any direction given under State Regulation.

29. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
30. Any entrant found to be using any form of software or third-party application to enter multiple times (including scripting software) will have all entries invalidated and any claim to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any awarded prize to the Promoter. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.
31. An entrant may not use a third party (including online competition entry site) to enter on their behalf, except where the entrant needs to use those services of that third party to enter due to a disability. If the preceding sentence has been breached, the entrant will have all entries invalidated, any claim to any prize will be invalidated and where such an entrant has already been awarded a prize before being found to have breached this clause, the entrant must immediately return any awarded prize to the Promoter. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.
32. Any entrant found to be entering incorrect contact details, including incorrect email contact details, will have all entries invalidated and any claim to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any awarded to the Promoter. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.
33. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
34. The Promoter reserves the right to redetermine the winner in the event of an entrant, claiming to be a winner, being unable to satisfy these Terms and Conditions.

**Copyright, Statutory guarantees, Waiver and liability, Privacy**

35. The Promoter acknowledges that the entrant may own intellectual property rights (including copyright) in any material created or otherwise submitted to the Promoter in connection with the entrant's entry or participation in any aspect of the promotion ("**Works**"). The entrant does not transfer their intellectual property rights to the Promoter by submitting an entry. The entrant hereby grants the Promoter a non-exclusive, irrevocable, perpetual, worldwide licence to use the Works (including modifying, adapting or publishing the Works, whether in original or modified form, in whole or in part or not at all, to use, modify, delete from, add to, publicly display and reproduce, the photo(s), including without limitation, in any online media formats and through any social media channels, pages or accounts) for the sole purpose of running the promotion, promoting and celebrating the promotion and future promotions and agrees that the Promoter may assign and/or sublicense the Works to third parties for this same purpose. Should the Promoter wish to use an entrant's Works for any other purposes, it will contact the

entrant to discuss licensing opportunities. The entrant acknowledges and agrees that neither the entrant nor any third party shall be entitled to any fee, royalty or other consideration in respect of such licence. If the entrant holds, now, or at any time in the future, any so called “droit moral” or moral rights in connection with the Works, the entrant unconditionally and irrevocably consents, for the benefit of the Promoter and all of its assignees, licensees and sub licensees to minor alterations to the Works which may be required for print or display purposes such as resizing and minor colour correction notwithstanding that such conduct may amount to derogatory treatment of the Works for the purposes of the Copyright Act 1968 (Cth) (“**Copyright Act**”). All entrants consent to attribution by either full name or social media handle in satisfaction of their right to attribution under the Copyright Act.

36. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter’s ability to proceed with the competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the competition and recommence it from the start on the same conditions, subject to any directions given under State Regulation.
37. The Promoter does not exclude any rights and remedies in respect of goods or services under the Australian Consumer Law in the Competition and Consumer Act (2010) (“**Australian Consumer Law**”) which cannot be excluded, restricted or modified. However, the Promoter and any other parties associated with the Promotion, including Qantas Airways Limited shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prize/s except for any liability which cannot be excluded by law. The Promoter and associated parties are not responsible for any incorrect or inaccurate information, either caused by entrant or for any of the equipment or programming associated with or utilised in this competition, or for any technical error, or any combination thereof 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.
38. The Promoter collects personal information about you for the purposes of conducting this promotion and by entering has given your permission to receive information about Credabl’s and its related entities’ products, services and promotions. If entrants no longer consent to their details being used for future marketing purposes, the entrant should contact The Promoter to remove their details.
39. All entries become the property of the Promoter (with the exception of any intellectual property rights comprised therein). All opt-in entries will be entered into a database and the Promoter may use the entrant’s names, addresses and telephone numbers for future promotional, marketing and publicity purposes in any media worldwide without notice and without any fee being paid unless otherwise advised by the entrant. The Promoter may disclose the name and photograph of the winners to Qantas Airways Limited to be used for promotional purposes by Qantas Airways Limited in connection with the Promotion. By opting-in, entrants confirm that they allow their details to be used for this purpose. If entrants no longer consent to their details being used for future marketing purposes, the entrant should contact The Promoter on their details set out below. Any request to update, modify or delete the entrant’s details should be directed to The Promoter.
40. Entrants’ personal information may be disclosed to State and Territory lottery departments and winners’ names published as required under the relevant lottery legislation. For purposes of public statements and advertisements the Promoter will only publish the winner’s surname,

initial and state. A request to access, update or correct any information should be directed to the Promoter.

41. The Promoter collects information about you, including for example your name and contact details which you provide when registering or using our services as well as information from data houses, social media services, our affiliates and other entities you deal or interact with for example by using their services. We collect and use that information to provide you with our goods and services, to promote and improve our goods and services, as reasonably necessary to deliver the prizes to you if you are a winner (including, by providing your contact details to any third party provider of a prize), to provide you with targeted advertising based on your online activities, for the purposes described in our Privacy Policy (which can be located here: [www.credabl.com.au/privacy-policy/](http://www.credabl.com.au/privacy-policy/)) and for any other purposes that we describe at the time of collection. We may disclose your information to our related companies, including those located outside Australia. Any of us may contact you for those purposes (including by email and phone) at any time. We may also disclose your information to our service and content providers, including those located outside Australia. If you do not provide us with requested information, we may not be able to provide you with the goods and services you require. We may disclose your personal information to authorities if you are a prize winner or otherwise as required by law. Further information about how we handle personal information, how you can complain about a breach of the Australian Privacy Principles, how we will deal with a complaint of that nature, how you can access or seek correction of your personal information and our contact details can be found in our Privacy Policy.
42. This agreement is governed by the law of New South Wales