

AWU SILICA DUST SURVEY

COMPETITION SCHEDULE

Competition Name	Silica Dust Survey
Promoter	The Australian Workers' Union (AWU)
Entry – residency restriction	People with working rights in any Australian State or Territory
Entry – age restriction	Minimum age 16 y.o.
First potential commencement date	1 December 2021
Last potential closing date	31 January 2022
Last potential draw date	7 February 2022
Last potential publication date	14 February 2022
Last potential unclaimed prize draw date	9 March 2022
Last potential unclaimed prize publication date	16 March 2022
Competition period	62 days
How to enter	Complete the Silica Dust survey to the best of the entrants' knowledge and ability
Are multiple entries permitted?	No
Prize description	One (1) \$500 VISA Gift Card
Total number of prizes	1
Total prize pool	\$500
Determining the winners	Winner will be selected at random using a randomised algorithm.
Notifying the winners	Winners will be notified via Email and SMS.
Publishing results	Results will be published by last publication date on social media.

TERMS AND CONDITIONS

1. Information on how to enter and Prize details form part of these terms and conditions.
2. By participating in the Competition, entrants accept and agree to be bound by these terms and conditions.
3. Entries must comply with these terms and conditions to be valid.

PRIVACY

4. The AWU will collect and use each entrant's personal information for the purposes of:
 - (a) conducting the Competition and for communicating the results of the Competition to entrants;
 - (b) providing information about the products and services offered by the AWU;
 - (c) research to improve its products and services, support materials and submissions relating to Work Health and Safety; and
 - (d) circulating with participating Branches for organising purposes.

5. The AWU will not publish the results or personal information of any entrants without the express written permission of the entrant.
6. By entering the Competition, entrants consent to the use of their personal information as described in clause 5.

WHO CAN ENTER THE COMPETITION

7. Entrants must be at least 16 years old to enter the competition.
8. Officials and employees (and their immediate families) of the AWU are not eligible to enter. Immediate families means spouse, ex-spouse, child, step-child, parent, step-parent, legal guardian, sibling or step-sibling.

HOW TO ENTER THE COMPETITION

9. To enter, each entrant must complete the Silica Dust survey to the best of their knowledge and ability.
10. Entrants cannot submit multiple entries. Multiple entries will be excluded from selection.
11. The AWU reserves the right, at any time, to request verification of the age, identity, residential address or any other information relevant to participation in the Competition of all entrants. The AWU reserves the right to disqualify any entrant who provides false information or fails to provide information that is reasonably requested by the AWU.
12. The AWU reserves the right, in its sole discretion, to refuse to accept entries which are incomplete, indecipherable, offensive, do not comply with these terms and conditions or which contravene any applicable laws or regulations.
13. The AWU reserves the right, in its sole discretion, to disqualify any entrant who has breached any of these terms and conditions, has engaged in unlawful or improper conduct or otherwise acts to cheat or undermine the fairness of the Competition by, for example, tampering with, or using or exploiting errors in, the entry process to obtain a competitive advantage over other entrants.
14. The eligibility of entries is solely within the discretion of the AWU.
15. The AWU accepts no responsibility for late, lost, misdirected or damaged entries or other communications.

PRIZES

16. The Prize is one (1) \$500 VISA Gift Card.
17. The Prize is not transferrable, exchangeable or redeemable for cash.
18. If a Prize is unavailable for reasons beyond the AWU's control, the AWU reserves the right to substitute the Prize with a prize of equal monetary value. This right is subject to any applicable legislation, regulations or directions from a regulatory authority.
19. The winner will have the option to receive a VISA card in the mail, or via email.
20. Once a Prize has left the AWU's premises, the AWU takes no responsibility for the Prize being damaged, lost or stolen.
21. All taxes (excluding GST, if any) which may be payable as a consequence of receiving a Prize are the sole responsibility of each winner.
22. A winner's use of the Prize is entirely at their own risk. Before a Prize is awarded, a winner may be required to sign an agreement to release the AWU from and indemnifying the AWU against any liability arising from the winner's acceptance and use of the Prize and the winner's participation in the Competition.

HOW THE WINNER(S) ARE DETERMINED

23. The Competition is a game of Chance.
24. At the time and date specified in the “Determining the winner(s)” section of the Schedule, each valid entry will be entered into a process of random selection.
25. The winning entry or entries will be the entry or entries that are selected at a random draw.
26. One winning entry will be selected.
27. The AWU’s decision will be final and binding.

NOTIFICATION AND CLAIMING THE PRIZE

28. The AWU will provide the winner with instructions on how to redeem their Prize. It is the responsibility of each winner to comply with the AWU’s instructions.
29. The AWU reserves the right to request each winner to provide proof of their identity and/or proof that they were responsible for the winning entry.
30. It is the responsibility of each entrant to notify the AWU of any change to their contact details.

UNCLAIMED PRIZES

31. The AWU will take all reasonable steps to identify and notify each winner in an attempt to ensure that each winner receives their Prize. However, if a winner cannot be identified or does not claim the Prize within one month of the date on which the winners are determined, their Prize is forfeited and will be awarded to a second randomly drawn entry.
32. Each winner of an unclaimed Prize will be determined and notified in accordance with Parts F and G.

NO LIABILITY

33. Any Prize supplied by a third-party supplier is subject to the terms and conditions of that third party supplier. Each Prize may come with guarantees that cannot be excluded under the Australian Consumer Law. If those guarantees are not complied with, then you will have rights under the Australian Consumer Law. Subject to those guarantees and rights, the AWU shall not be liable and excludes all liability (including negligence) for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) for damage to property, personal injury or death suffered or sustained in connection with the Competition or the use or taking of any Prize except for any liability which cannot be excluded by law including as provided for under the Australian Consumer

34. If entry is via Facebook/Instagram or if the Competition is promoted on Facebook, the Competition is in no way sponsored, endorsed, administered by or associated with Facebook and each entrant agrees to grant Facebook a complete release from any claims that they now have or may have in the future which relate to or are incidental to the Competition. Entrants acknowledge and agree that:

- (a) any information they provide in connection with the Competition is provided to the AWU and not to Facebook or any other social network; and
- (b) any questions, comments or complaints regarding the Competition will be directed to the AWU, not to Facebook or any other social network.

35. If entry is via Instagram or if the Competition is promoted on Instagram, the Competition is in no way sponsored, endorsed, administered by or associated with Instagram and each entrant agrees to grant Instagram a complete release from any claims that they now have or may have in the future which relate to or are incidental to the Competition. Entrants acknowledge and agree that:

(a) any information they provide in connection with the Competition is provided to the AWU and not to Instagram or any other social network; and

(b) any questions, comments or complaints regarding the Competition will be directed to the AWU, not to Instagram or any other social network.

TERMINATION OF COMPETITION

36. The AWU reserves the right to vary the terms of, or cancel, the Competition at any time without liability to any entrant or other person, subject to applicable laws.