

## PROMOTION TERMS & CONDITIONS

### SCHEDULE TO CONDITIONS OF ENTRY

<b>Promotion</b>	ImproveMe pilot feedback survey lucky prize draw										
<b>Promoter Name</b>	ImproveMe.com.au Pty Ltd										
<b>Website</b>	<a href="http://www.improveme.com.au">www.improveme.com.au</a>										
<b>Promotional Period</b>	Opens	16 June 2017									
	Closes	15 September 2017									
	The Promoter may amend the Promotional Period in accordance with state legislative rules.										
<b>Entry Restrictions</b>	The Promotion is limited to pilot users of the ImproveMe Online Personal Improvement Assessment who answer a feedback survey.										
<b>Relevant State(s)</b>	New South Wales, Queensland, Victoria, South Australia, Western Australia, Tasmania, Australian Capital Territory and Northern Territory										
<b>Maximum Entries (for the final draw)</b>	Only one entry per Entrant.										
<b>Entry Procedure</b>	<p>To enter, the Entrant must, during the Promotion Period:</p> <ol style="list-style-type: none"> <li>Undertake the ImproveMe Online Personal Improvement Assessment</li> <li>Subsequently answer a seven (7) question feedback survey about the usability of the ImproveMe Assessment tool, the link to which is emailed to them 48 hours after completing the ImproveMe Assessment.</li> </ol>										
<b>Draw Details</b>	<p><b>Date:</b> 18 September 2017  <b>Time:</b> 2:00PM AEST  <b>Location:</b> 675 Victoria Street, Abbotsford VIC 3067  <b>Finalist Draw method:</b></p> <ul style="list-style-type: none"> <li>Entrant name is randomly selected from a list by a Director of ImproveMe.com.au Pty Ltd.</li> </ul>										
<b>Prize Details</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><i>Type</i></th> <th style="text-align: left;"><i>Prize</i></th> <th style="text-align: left;"><i>No. Available</i></th> <th style="text-align: left;"><i>Value</i></th> </tr> </thead> <tbody> <tr> <td>First Prize</td> <td>Payment up to a maximum of \$500 towards one or more educational courses or industry memberships of the winner's choice.</td> <td>1</td> <td>AUD \$500</td> </tr> </tbody> </table>			<i>Type</i>	<i>Prize</i>	<i>No. Available</i>	<i>Value</i>	First Prize	Payment up to a maximum of \$500 towards one or more educational courses or industry memberships of the winner's choice.	1	AUD \$500
	<i>Type</i>	<i>Prize</i>	<i>No. Available</i>	<i>Value</i>							
First Prize	Payment up to a maximum of \$500 towards one or more educational courses or industry memberships of the winner's choice.	1	AUD \$500								
<b>Total Prize Pool</b>	\$500										
<b>Notification of Winner</b>	<p>The winner will be notified via telephone and / or email.  A blog post will be placed on the ImproveMe.com.au website stating that the prize draw has taken place and noting the winner's first name, first initial of surname and state.</p>										
<b>Prize Claim Date</b>	Within one year of prize draw.										

## Conditions of Entry

1. The Promoter is (jointly and severally where applicable) ImproveMe.com.au Pty Ltd.
2. Instructions and information on how to enter form part of these Conditions of Entry. Participation in this Promotion constitutes 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. All decisions and actions of the Promoter relating to the Promotion or redemption of the prize are exercised accordingly at its absolute discretion and are final. No discussions or correspondence with entrants or any other person will be entered into.
3. The Promoter may (subject to State Regulations) vary the terms of, or terminate, this Promotion at any time at its absolute discretion without liability to any entrant, contestant or other person. The Promoter will not award the prize if the Promotion is terminated for whatever reason. If the Promotion is not capable of being conducted due to circumstances beyond the Promoter's control, including due to any technical or communications problems, the Promoter reserves the right to amend, suspend or cancel the Promotion subject to approval from any relevant authority.
4. **Promotional Period:** The Promotion will be conducted during the Promotional Period.
5. **Entry Restrictions:** Eligibility to enter the Promotion is subject to the Entry Restrictions.
6. **Ineligibility:** Should an entrant be deemed by the Promoter to be ineligible, the entrant may not participate further in the Promotion. All decisions are at the discretion of the Promoter and no correspondence will be entered into in this regard. Unless otherwise stipulated in the Schedule, the following persons are automatically ineligible to enter:
  - (a) Directors, management, employees and contractors of the Promoter and those of any agencies, retailers and suppliers directly associated with this Promotion and the immediate family members of these people. "Immediate family member" means spouse, parent, natural or adopted child, and sibling (whether natural or adopted by a parent), whether or not they live in the same household as the director, manager, employee, officer or contractor.
7. **Entry Procedure:** To enter the Promotion, entrants must complete the Entry Procedure and comply with all other applicable requirements during the Promotion Period.
8. **Submitting an Entry:** To enter, the Entrant must, during the Promotion Period, undertake the ImproveMe Online Personal Improvement Assessment and related feedback survey. Entry will be subject to the Entrant's feedback survey including the Entrant's name, contact phone and email.
9. **Maximum Entries:** Entrants can only have one entry to the Promotion. Each Entry must individually meet the Entry Requirements and be subject to the Entry Restrictions.
10. **Games of Chance:** If the Promotion game involves an element of chance state permits may be required. The game will be conducted in accordance with the Draw Details. If a Prize is awarded by draw, the prize draw(s) will be conducted in accordance with the Draw Details. The first valid Entry randomly drawn will win the Prize, on the basis that they are not ineligible, per condition 6 (a). If a winning Entry is invalid, that Entry will be disregarded and the prize will be awarded by drawing the next valid Entry in accordance with these Conditions of Entry.
11. **Contact:** The winning Entrant will be notified on the day of the draw via telephone and / or email.
12. **Invalid Entries:** The Promoter may, in its sole discretion, declare any or all entries invalid, or prohibit further participation by an entrant in this Promotion or a prize event or activity if the entrant:
  - (a) Disrupts, annoys, abuses, threatens, harasses or attempts to do any of these things to the Promoter, another entrant or potential entrant of, or anyone else associated with, this Promotion; or
  - (b) Engages in conduct in relation to this Promotion which is misleading, deceptive, fraudulent or damaging to the Promoter's goodwill or reputation; or
  - (c) Does not comply with any reasonable directions or guidelines notified to them in connection with the Promotion or a prize event or activity.
13. Where an Entry is deemed invalid (at the Promoter's absolute discretion) prior to fulfilling any prize fulfilment or claim, the Promoter may determine a new winner by a redraw.
14. **Verification Checks:** The Promoter or its representatives may conduct security or verification checks (including enforcement verification requirements) in their absolute discretion to determine the bona fides of an entrant's eligibility to enter the Promotion or to win a prize.
15. By entering this Promotion, the entrant: (a) consents to any dealings with the entry content that may otherwise infringe their moral rights in the Entry; (b) agrees not to assert any moral rights (wherever and whenever such rights are recognised) in respect of their Entry or publicity materials containing any part of their entry, against the Promoter, its assigns, licensees and successors in title; and (c) undertakes to the Promoter that their Entry is not in breach of any third party intellectual property rights.
16. **Publicity:** Entrants may be required by the Promoter to participate in photo, recording, video or film session(s), and acknowledge that they assign the right to use such publicity materials in any medium (including, without limitation, the internet) and in any reasonable manner it sees fit.
17. **Prize Details:** The major prize is \$500 towards one or more educational courses or industry memberships of the winner's choice. The prize is not redeemable for any other gift.
18. **Prize Values:** The Prize amount is specified in the Schedule. The Promoter accepts no responsibility for any tax implications that may arise from winning of the prize. Independent financial advice should be sought.
19. **Claiming Prize:** The Promoter reserves the right to request winners to provide proof of identity, proof of residency and proof of Entry validity (for example, a drivers licence or bank statement) in order to claim the prize. Proof of identity, residency or Entry validity considered suitable for verification is at the Promoter's discretion. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered. If a prize winner does not redeem any element of a prize then that element of the prize will be forfeited by the winner and cash will not be awarded in lieu of that prize or any part of it.
20. **Notification of Winners:** Winners will be notified in accordance with the Notification Details.
21. **Liability:** The Promoter and its agencies and representatives associated with this Promotion will not be liable for any loss (including but not limited to indirect or consequential loss), damage or personal injury which is suffered or sustained (including without limitation to that caused by any person's negligence) relating to this Promotion or the awarding or taking of the prize except for any liability which cannot be excluded by law (in which case liability is limited to the minimum amount allowable by law).
22. **Australian Consumer Law:** A winner has rights under the Australian Consumer Law and other similar legislation which cannot be excluded, restricted or modified by the Promoter. These rights include a statutory guarantee that any services provided by the Promoter will be rendered with due care and skill and that any goods will be of acceptable quality. These Conditions of Entry do not exclude, restrict or modify those statutory rights in any way. However, to the extent it is permitted by law to do so, the Promoter makes no representations or warranties, express or implied, other than the Australian Consumer Law, regarding the quality and suitability of the prize awarded under these Conditions of Entry and will not be responsible for breach of any such implied terms.
23. **Privacy Law:** Personal Information is any information or opinion about an identified individual, or an individual that is reasonably identifiable. Personal Information may include a person's name, address, email address or phone number(s). The Promoter is bound by the Australian Privacy Principles contained in the Privacy Act 1988 (Cth). The Promoter's privacy policy can be viewed at <http://improve.com.au/wp-content/uploads/2017/05/ImproveMe-Privacy-Policy-May-2017.pdf>. It contains information about how entrants can complain about a privacy breach and how the Promoter will deal with such a complaint, and how entrants can seek access to the personal information the Promoter holds about them and seek the correction of such information.
24. By entering the Promotion, the entrant agrees to the Promoter collecting, storing and using their Personal Information (including through its contractors or agents) for the purposes of (a) administering the Promotion and (b) marketing and publicity. By entering the Promotion, the entrant consents to the storage of their personal information on the Promoter's database, and the Promoter contacting them by electronic messaging (including email and SMS) for marketing purposes, including notifications about future promotions and special offers regarding the Promoter's products and services.
25. The Promoter may use the Personal Information the entrant has provided in connection with this Promotion in advertisements, publications, media statements and other promotional material associated with the Promotion. The Promoter may disclose the entrants' Personal Information to its related bodies corporate, contractors and agencies connected with this Promotion and to relevant authorities in the relevant states.