

**SRG Leisure Retail Pty Ltd trading as BCF**  
**BCF Swipe to win Promotion**  
**Terms and Conditions**

1. Information regarding the prize and how to enter forms part of these conditions. By entering, entrants accept these conditions.
2. This promotion is only open to Australian residents who are Club BCF members who are 18 years and over (**Individual Entrants**).
3. Directors, management and employees (and the immediate families of directors, management and employees) of the Promoter or of the companies or agencies associated with this promotion (other than the Participating Businesses) are ineligible to enter.
4. The competition commences on Wednesday 16<sup>th</sup> October 2019 at 17:00 AEST and concludes on Wednesday 16<sup>th</sup> October 2019 at 23:59 AEST.

The competition will be advertised in-store, on the website <http://www.bcf.com.au>, on the BCF Facebook page and via email.

5. To enter, Members of Club BCF must purchase any product(s) from a participating BCF store nationally, including the online store at [www.bcf.com.au](http://www.bcf.com.au), and present their Club BCF membership card at the time of purchase (so that their membership number can be recorded) during the promotional period to automatically receive one (1) entry into the draw.

Customers who join the club on the day / in the same transaction will be eligible to win.

6. Individual Entrants may receive one (1) entry per person during the Promotion Period and each entry must comply with these terms and conditions.
7. Entries are deemed to be received at the time that the Individual Entrant Eligible Purchase is registered by BCF and recorded against the relevant BCF member card. The Promoter is not liable for:
  - a. any failure by BCF to record any Individual Entrant Eligible Purchase or Participating Business Eligible Purchase as an entry;
  - b. late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence due to error, omission, tampering, deletion, theft, communications failure or otherwise;
  - c. any problems associated with communication networks due to traffic congestion, technical malfunction or otherwise;
  - d. any consequences of user error including (without limitation) costs incurred;
  - or
  - e. any failure by BCF to forward any entry to the draw location.

The Promoter has no control over communications networks.

8. The Promoter reserves the right to request winners to provide proof of identity; proof of residency at the nominated prize delivery address and/or proof of entry validity (including store receipt for purchase requirement) in order to claim a prize. Proof of identification, residency and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
9. The Promoter reserves the right to verify the validity of entries and to disqualify any entry which, in the opinion of the Promoter, includes objectionable content, profanity, potentially insulting, inflammatory or defamatory statements, disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these Terms & Conditions of Entry or who has, in the opinion of Promoter, engaged in

conduct in entering the promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the promotion and/or Promoter. This includes, but not limited, to entrants and households using multiple email addresses, postal addresses, PO Box addresses to register single or multiple purchases. The Promoter reserves the right to disqualify a winner if the Promoter becomes aware that the winner and/or the winner's entry is of a type described in this clause.

10. Incomplete, indecipherable or illegible entries will be deemed invalid. Prizes cannot be transferred.
11. Entries must be received by 23:59 (AEST) on Wednesday 16<sup>th</sup> October 2019. The time of entry will in each case be the time the data is received by the Promoter's database. The Promoter accepts no responsibility for any late, lost or misdirected entries due to technical disruptions, network congestion or for any other reason.
12. Any entry that is made on behalf of an Entrant by a third party will be invalid.
13. There will be there (3) winners however, only one prize per person is permitted. (The draw will be conducted at 10:00am AEDT on Friday 18th October 2019 at Engage Australia Pty Ltd, Level 8, 56 Clarence St, Sydney, NSW 2000. The winner will be notified within 2 days of the draw. The winner will be notified of their prize in writing and will have their details published in the Public Notices section of The Australian newspaper on Thursday 24th October 2019.
14. The draw and the announcement of the prize winners will be scrutinised by an independent person (where "independent person has the meaning given in the Lotteries and Art Unions Regulation 2014 (Cth)
15. The total prize pool is comprised as follows:

<b>Draw number</b>	<b>Prize</b>	<b>Prize Value</b>	<b>Winner Publication date</b>	<b>Unclaimed Prize draw same location and time as the original draw</b>
Draw 1	BCF gift cards equating to the value of \$5,000.	\$5,000	24/10/2019	15/01/2020
Draw 2	Murray Cod Camping and fishing experience for two (2) people. (Prize includes flights and transfers from the winner's closest major city).	\$2,480	24/10/2019	15/01/2020
Draw 3	1 x Free entry into an online Sounder Skills 2 course and a one day sounder skills masterclass at Hinchinbrook Island for two (2) people. (Prize includes flights and transfers from the winner's closest major city).	\$ 2,000	24/10/2019	15/01/2020

16. Total prize pool value is up to = \$9,480 (including GST)
17. The Promoter's decision is final and no correspondence will be entered into.
18. Subject to any direction given under relevant State legislation, an unclaimed prize draw will take place at Engage Australia Pty Ltd, Level 8, 56 Clarence St, Sydney, NSW 2000 on Wednesday 15th January 2020 at 10:00am AEDT. The winner will be notified within 2 days of the draw. The winner will be notified of their prize in writing will have their details published in the Public Notices section of The Australian newspaper on Wednesday 22nd January 2020.
19. By entering this Competition, entrants accept and acknowledge full responsibility for their decision to participate in the trip with Outside Edge Adventures or Ryan Moody's Charter should they be chosen as winners. The winner(s) and their guest release the Promoter and other organisers, their related bodies corporate, affiliates, officers, agents and employees, from all liabilities, loss and damage of any kind arising at any time out of or in connection with the acceptance of, and participation in, the prize. Without limiting the foregoing, the released parties will not be liable for any injury, sickness or death, property loss or damage or other direct or indirect loss or damage of any kind, howsoever sustained or incurred, in connection with or arising out of the trip on with Outside Edge Adventures or Ryan Moody's Charter or any other aspect of the prize. The winner(s) and their guest acknowledge that they have been warned that there is a possibility of an accident causing injury, death or property damage in accepting the prize. Winner(s) and their guest may need to sign a waiver to acknowledge they have accepted this clause. Should the trip with Outside Edge Adventures or Ryan Moody's Charter be cancelled due to weather, the winner will be rebooked into another trip that it suitable to the promoter. The trips must be claimed within 12 months from draw date.
20. The Promoter will not be held responsible for any harm or injury caused to the winner(s) and/or their guest which is suffered during the fulfilment of their prize with with Outside Edge Adventures or Ryan Moody's Charter. The winner(s) and their guest accept all risks of participating in all/any activities related to their with Outside Edge Adventures or Ryan Moody's Charter prize including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault. The winner(s) and guest must certify that they are physically fit to participate in the activity prior to the fulfilment of their prize.
21. Unless expressly stated in these Terms and Conditions all other expenses become the responsibility of the winner(s). Without limiting the foregoing, the cost of flights, transfers or any other transport to and from the closest city for the winner and their guest:
  - a. must organise their own arrangements with respect to carriage, accommodation, transfers, taxes or other associated requirements. The Promoter will not organize or book any component on the winner's behalf and accepts no responsibility for these components. The winner will choose their own travel and accommodation providers;
  - b. must ensure that they have valid documentation, which meet the requirements any government authority. Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities will be the sole responsibility of the winner;
  - c. must arrange (at their own expense) comprehensive travel and medical insurance cover for the full duration of the prize trip (including cover for

participating in any activity forming part of the prize); and

- d. are responsible for all other expenses not included with the prize and unless the following are included in the prize, the winner and their guest are liable for their spending money, meals, drinks, transfers, laundry charges, activities, incidentals, taxes, energy surcharges, gratuities, services charges, passports, visas, travel insurance and all other ancillary costs.
22. The Promoter reserves the right to verify the validity of entries and to disqualify any entry which, in the opinion of Promoter, includes objectionable content, profanity, potentially insulting, inflammatory or defamatory statements, disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these Terms & Conditions of Entry or who has, in the opinion of Promoter, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter. The Promoter reserves the right to disqualify a winner if Promoter becomes aware that the winner and/or the winner's entry is of a type described in this clause.
  23. The winner, their companions and, if relevant, the winning Participating Businesses, must at the Promoter's request, participate in all promotional activity (such as publicity and photography) surrounding the winning of the prize, free of charge, and they consent to the Promoter using their names and images in promotional material.
  24. Prizes are not transferable, exchangeable or redeemable for cash or other products.
  25. The Promoter may, in its sole discretion, disqualify and prohibit further participation in this promotion by any person who tampers with or benefits from any tampering with the operation of the promotion or acts in violation of these conditions, acts in a disruptive manner or acts with the intent or effect of annoying, abusing, threatening or harassing any other person. The Promoter may in its absolute discretion cancel the prize or otherwise cease to provide any benefit of the prize to the prize winner and/or their companions if the prize winner and/or their companions, in the opinion of the Promoter, is under the influence of alcohol or any other drug, behaves aggressively or offensively, or behaves in a manner which may diminish the good name or reputation of the Promoter or any of its related bodies corporate or the agencies or companies associated with this promotion, is contrary to law or is otherwise inappropriate. The winners are fully responsible for the acts and omissions of their companions and the Promoter may, in its sole discretion, disqualify all entries from, and prohibit further participation in this promotion by, the winner and their companions if any of their companions breaches these conditions, whether or not legally bound by them.
  26. 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, illness or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this promotion or accepting or using any prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law). Nothing in these conditions 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).
  27. Without limiting the previous paragraph, the Promoter and its associated agencies and companies will not be liable for any damage or delay in transit to the prize.
  28. The Promoter may communicate or advertise this competition using Facebook. However, the competition is in no way sponsored, endorsed or administered by, or associated with, Facebook. Entrants are providing their information to the Promoter

and not to Facebook. Each entrant completely releases Facebook from any and all liability.

29. As a condition of accepting or participating in the prize, the winner's companions accept these conditions.
30. 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 subject to the requirements of the gaming authority in each state and territory, if required.
31. The Promoter, Engage Australia Pty Ltd and their 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.
32. The Promoter does not accept any responsibility for any tax implications, including fringe benefits tax implications that may arise. Independent financial advice should be sought. Where the operation of the promotion results in supplies being made for non-monetary consideration (for the purposes of GST), participants agree to follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
33. All entries become the property of the Promoter. The Promoter collects personal information about you to enable you to participate in this promotion but no further use of this information will be made without prior consent.
34. The Promoter is BCF Australia Pty Ltd (A.B.N. 51 110 667 411) of 751 Gympie Road, Lawnton Queensland 4501. Phone number: (07) 3482 7800.

Authorised under permit numbers: NSW: LTPS/19/38440, ACT: TP 19/04278, SA: T19/1624