

TERMS & CONDITIONS

Participation in Pink Stumps Day

- 1) This Promotion and Competition is run by the McGrath Foundation Ltd (“the Foundation”), a registered charity, of Level 1, 115 Sailors Bay Road, Northbridge NSW 2063 (ABN 23 115 566 624).
- 2) The “Pink Stumps Day Promotion” (“the Promotion”) is a fundraising appeal to be conducted by Cricket Clubs and/or Associations in Australia (the Participants”) on 18 February 2012 in all States, to raise funds for the benefit of the Foundation.
- 3) The Foundation authorises the Participant to undertake the Promotion for the benefit of the Foundation, on these terms and conditions.
- 4) The Participant agrees to:
 - a) undertake the Promotion;
 - b) make the Donation to the Foundation; and
 - c) be bound by these terms and conditions.
- 5) Information on how to register forms part of the terms and conditions of entry.
- 6) The Foundation accepts no responsibility for any kind of loss or liability suffered or incurred by any of the Participants in relation to the Promotion or Competitions. The Participants release the Foundation, its 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 Promotion and/or Competitions. 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 Promotion and/or Competitions.

Definitions

Competition1 means the determination of eligibility to have an Australian cricketing Legend attend the Participants Promotion, by a random selection of 2 or more registered Participants in the Promotion, such draw conducted on Monday 16 January 2012.

Competition2 means the Foundation will provide a signed bat from the Australian cricket team to the Participant raising the most money in the Promotion.

Donation means the money amount raised through the conduct of the Promotion for the benefit of the Foundation

Foundation's Intellectual Property means the name, trademarks, logo and other intellectual property of the Foundation.

Promotion means the fundraising appeal to be conducted by Cricket Clubs and/or Associations in Australia (the Participants”) on 18 February 2012 in all States, to raise funds for the benefit of the Foundation in accordance with this agreement.

Participant(s) mean the Cricket Clubs and/or Associations in Australia who register to take part in the Promotion.

Payment Date means the date or dates for payment by the Participant to the Foundation of the Donation.

Promotion Date means the 18 February 2012 in all States.

Registration

- 1) Registration to participate in the Promotion is deemed acceptance of these Terms and Conditions.
- 2) Registration is open to all Cricket Clubs and/or Cricket Associations in Australia.
- 3) To register Participants must:
 - a. Log onto the website www.mcgrathfoundation.com.au during the period 21 November 2011 to 12 January 2012 inclusive, or until 1,000 registrations are filled.
 - b. register their Club and/or Association by providing details including (but not limited to) name, authorised position in the Cricket club or Association on whose behalf the registration is made, address, phone number and e-mail address.
- 4) Registration obligates the Participant to conduct fundraising activities for the benefit of the Foundation on the date of the Promotion in their applicable State.
- 5) The Registration period commences on 21 November 2011 at 8am (AEST) and concludes on 12 January 2012 at 11:59pm (AEST), or until 1,000 registrations are filled.
- 6) Persons under the age of 18 are ineligible to register on behalf of the Cricket Club and/or Association.
- 7) Incomplete or incomprehensible entries of registration details will be deemed invalid.
- 8) The cost of accessing the promotional website will be dependent on the Participant's individual Internet Service Provider.

The Pink Stumps Day Team Kit

- 1) Subsequent to registration and prior to the Promotion date, the Foundation will provide each registered Participant with a Pink Stumps Day Team Kit ("the Kit"). The Kit will consist of:
 - a. 2 sets of PINK McGrath Foundation stumps and 2 sets of bails
 - b. 6 PINK McGrath Foundation training safety cricket balls
 - c. 1 set of PINK McGrath Foundation wicketkeeper pads
 - d. 12 PINK McGrath Foundation sew-on badges
 - e. 15 PINK McGrath Foundation caps for the players
 - f. 1 McGrath Foundation collection tin
 - g. 1 PINK McGrath Foundation players kit bag
 - h. 100 PINK McGrath Foundation temporary tattoos
- 2) The Kit has a total recommended retail valued at a minimum of \$500.
- 3) In the case of the intervention of any outside agent or event which prevents or hinders the Kit being distributed to the Participants prior to the Promotion Date, including but not limited to problems hindering supply, delay as a result of intervention by the Australian Customs and Border Protection Service, vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strikes; the promotion will go ahead as scheduled and the Kit will be provided to Participants as soon as practicable thereafter.
- 4) The Kits will be delivered to the Participant named in the registration details. Kits cannot be transferred or redeemed for cash.
- 5) The Participant agrees that it will reimburse the Foundation for the cost of the Kit (\$500), upon receipt of an invoice from the Foundation, if:
 - a. for any reason, the Participant cancels its registration to take part in the Promotion; or
 - b. the Participant fails to undertake fundraising for the benefit of the Foundation as agreed.
- 6) The Participant agrees that if, for any reason, this promotion is not able to run as planned, including but not limited to, vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strikes, or illness, or any other causes beyond the control of the Participant, the Participant will, in consultation with the Foundation, reschedule the Promotion date. If the Promotion date is unable to be rescheduled, the Participant agrees to reimburse the Foundation for the cost of the Kit (\$500), upon receipt of an invoice from the Foundation.

Fundraising requirements

- 1) The Participant agrees to bear all costs associated with the Fundraising Appeal, other than the internal costs of the Foundation.
- 2) Promotional materials will be provided by the Foundation to the Participant for use in the Promotion. The Participants are authorised to use the Foundation's name and logo in connection with the Fundraising Appeal, only in the manner and form and for the period of time approved by the Foundation and provided in the official materials.
- 3) The Participant has no right or interest in the Foundation's intellectual property.
- 4) Upon registration the Foundation will issue each Participant with a unique registration number. This number is to be used on all subsequent correspondence.
- 5) The Participant may determine what form its fundraising on the Promotion date will take. The Participant will advise the Foundation details of its intended form of fundraising activity on the Promotion date, at least 14 days prior to the Promotion date.
- 6) The Participant acknowledges that:
 - a. fundraising activities for example, raffles, are subject to State licensing requirements;
 - b. it is the Participants responsibility to:
 - i. ascertain which State fundraising requirements apply to its Promotion(s);
 - ii. advise the Foundation as to the form of its Promotion(s) 14 days prior to the Promotion date;
 - and
 - iii. apply for any State licences that may be applicable for such activities.
- 7) The Foundation is unable to provide prizes for fundraising raffles or merchandise products for sale on consignment for this promotion, other than those items which form part of the Kit.
- 8) The Foundation will alert it's McGrath Breast Care Nurses(MBCN's) that this Promotion may be run in their local area however cannot guarantee the attendance of such MBCN's or any other person at any individual Participant's premises of Promotion.
- 9) If for any reason this Promotion is not capable of running as planned, including (but not limited to) due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Foundation, which corrupt or affect the administration security, fairness or integrity or proper conduct of this Promotion, the Foundation reserves the right in its sole discretion to take any action that may be available, and to cancel, terminate, modify or suspend the competition, subject to any direction given under State permit regulations.

Remittance Requirements

- 1) The Foundation will provide the following documents to the Participant to assist in the remittance process:
 - a. An Event Reference Number unique to each Participant;
 - b. Letter of authority
 - c. a Fundraising kit including:
 - i. a bank deposit slip;
 - ii. a remittance statement; and
 - iii. Instructions and procedures relating to fundraising and receipting.

The Foundation will also provide receipt books (50 receipts per book) upon request by the Participant.

- 2) The Participant will comply with all fundraising guidelines and follow fundraising procedures provided by the Foundation.
- 3) The Participant will remit the Donation directly to the Foundation's nominated bank account (McGrath Foundation Limited, BSB 063-000 Account Number 1192 6137)
- 4) The Participant will forward a completed remittance statement to the Foundation by email, facsimile or post as soon as practicable after the Donation is deposited in the Foundation's Bank account.
- 5) The Participant will pay the Donation to the Foundation on or before 19 March 2012.

Competition to win a visit from an Australian Cricketing Legend

- 1) The competition to win a visit from an Australian Cricketing Legend is otherwise known in these terms and conditions as Competition1.
- 2) Information on how to enter forms part of the terms and conditions of entry. Entry into Competition1 is deemed acceptance of these Terms and Conditions.
- 3) Entry is open to all permanent residents of Australia. Employees and their immediate families of the Foundation and their agencies and companies associated with the Promotion are not eligible to enter.
- 4) Competition1 commences on 21 November 2011 and concludes on 12 January 2012.
- 5) To enter Participants must:
 - a. Log onto the website www.mcgrathfoundation.com.au during the period 21 November 2011 and concludes on 12 January 2012 inclusive;
 - b. Validly register to become a Participant in the Promotion; and
- 6) Submit an entry detailing in 25 words or less, why the Participants' Club or Cricket Association should be chosen as the winner of a visit from an Australian Cricket Legend.
- 7) Incomplete or incomprehensible entries will be deemed invalid.
- 8) To be eligible to win the visit from an Australian Cricketing Legend, the Participants must partake in Pink Stumps day on Saturday the 18th of February 2012 in all States.
- 9) The cost of accessing the promotional website will be dependent on the entrant's individual Internet Service Provider.
- 10) The prize in Competition1 is the attendance at the Participants Promotion of an "Australian Cricket Legend", on the Promotion Date (18th February 2012 in all states). A person who is part of the "Australian Cricket Legend" group is either a past or present member of the Australian Cricket team such as Glenn McGrath. There will be at least two, and up to five, prizes awarded (depending on how many cricketing legends participate).
- 11) The Foundation reserves the right to add or substitute other past or present members of the Australian Cricket team to form part of the Australian Cricket Legend group.
- 12) Prizes will be awarded to the Participant named in the registration details. Prizes cannot be transferred or redeemed for cash.
- 13) Entries will be judged the basis of their creativity, by a panel comprised on McGrath Foundation staff on 16 January 2012.
- 14) The Foundation will not enter into any correspondence regarding the result of Competition1.
- 15) The Foundation reserves the right to disqualify any person who the Foundation has reason to believe has breached any of these conditions, or engaged in any unlawful or improper misconduct calculated to interfere with the fair and proper conduct of this Promotion. The Foundation's legal rights are reserved to recover damages or other compensation from such an offender.
- 16) If for any reason this Competition is not capable of running as planned, including (but not limited to) illness, death, infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Foundation, which corrupt or affect the ability of the Australian Cricket Legend to attend or administration security, fairness or integrity or proper conduct of this Competition, the Foundation reserves the right in its sole discretion to take any action that may be available, and to cancel, terminate, modify or suspend Competition1, subject to any direction given under State permit regulations.
- 17) In the case of the intervention of any outside agent or event which naturally changes or prevents Competition1 draw or prevents or hinders its determination, including but not limited to illness, death, vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strikes; the Foundation may in its absolute discretion cancel the event and recommence it from the start on the same conditions subject to state legislation.
- 18) The draw for the winners will take place on 16 January 2012 at 12pm (EST) at the Foundation's offices – Level 1, 115 Sailors Bay Road, Northbridge, NSW, 2063.
- 19) The Promoter reserves the right to request winners to provide proof of authority to act on behalf of the Cricket Club or Association. Such proof considered suitable for verification is at the discretion of the Promoter.
- 20) All winners will be notified by email and the winner's details will be published on the Foundation's website (www.mcgrathfoundation.com.au) within 2 days of the Competition1 draw. A list of all Australian Cricket Legends and winners will be displayed in a prominent place at the Foundation's premises for 7 days after the date of the draw.

- 21) The Foundation shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to direct or consequential loss) or sustained in connection with any prize/s, except for any liability which cannot be excluded by law.
- 22) Subject to any direction which may be given under the relevant State legislation, the Foundation will conduct such further draws as may be deemed necessary at the Foundation's offices – Level 1, 115 Sailors Bay Road, Northbridge, NSW 2063 on 23 January 2012 at 12pm (AEST).
- 23) All entries become the property of the Foundation. The Foundation collects personal information about you to enable you to participate in this Promotion. To facilitate your participation, the Foundation may disclose your personal information to other companies associated with this Promotion. A Participant's personal information may be disclosed to applicable State and Territory Government Departments and winners' names published as required under the relevant gaming legislation. The McGrath Foundation may also use entrant information to contact you about news, events and general information in relation to the organisation. No other further use of this information will be made without your prior consent. A request to access, update or correct any information should be directed to the Foundation at the address shown below.
- 24) The Foundation accepts no responsibility for any kind of loss or liability suffered or incurred by any of the Participants in relation to the Promotion and/or Competitions. The Participants release the Foundation its 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 or the Promotion. 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 prizes.
- 25) The Foundation will make all reasonable effort to locate the winners and to have the Australian Cricket Legend attend the Participant's Promotion.
- 26) "The Promoter" is the McGrath Foundation Ltd of Level 1, 115 Sailors Bay Road, Northbridge NSW 2063 (ABN 23 115 566 624).

Competition to win a signed Australian Cricket Bat.

- 1) The Prize in Competition2 is a Cricket bat signed by an Australian Cricket Team, donated by Cricket Australia.
- 2) The competition to win the Prize is otherwise known in these Terms and Conditions as Competition2.
- 3) Information on how to enter forms part of the Terms and Conditions of entry. Entry into Competition2 is deemed acceptance of these Terms and Conditions.
- 4) Competition2 commences on 21 November 2011 and concludes on 20 March 2012, at which time all Participants are required to have completed their remittance requirements.
- 5) To enter Competition2, Participants must:
 - a. Validly register to become a Participant in the Promotion;
 - b. Raise funds for the benefit of the Foundation;
 - c. Remit these funds in accordance with the remittance requirements detailed above; and
 - d. Raise more funds than any other Participant in the Promotion.
- 6) The cost of accessing the promotional website will be dependent on the Participant's individual Internet Service Provider.
- 7) The Prize will be awarded to the Participant as named in the registration details. The Prize cannot be transferred or redeemed for cash.
- 8) The Foundation will not enter into any correspondence regarding the result of Competition2.
- 9) The Foundation reserves the right to disqualify any person who the Foundation has reason to believe has breached any of these conditions, or engaged in any unlawful or improper misconduct calculated to interfere with the fair and proper conduct of this Promotion. The Foundation's legal rights are reserved to recover damages or other compensation from such an offender.
- 10) If for any reason Competition2 is not capable of running as planned, including (but not limited to) illness, death, infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Foundation, which corrupt or affect the ability of the Foundation to supply the Prize or threaten administration security, fairness or integrity or proper conduct of this Competition, the Foundation reserves the right in its sole discretion to take any action that may be available, and to cancel, terminate, modify or suspend Competition2, subject to any direction given under State permit regulations.

- 11) In the case of the intervention of any outside agent or event which naturally changes or prevents the determination of Competition2, including but not limited to illness, death, vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strikes; the Foundation may in its absolute discretion cancel Competition2 subject to state legislation.
- 12) The determination of the Prize winner will take place on 26 March 2012 at 12pm (AEST) at the Foundation's offices – Level 1, 115 Sailors Bay Road, Northbridge, NSW, 2063.
- 13) The Promoter reserves the right to request the winner provide proof of authority to act on behalf of the Cricket Club or Association. Such proof considered suitable for verification is at the discretion of the Promoter.
- 14) The Prize winner will be notified by email and the winner's details will be published on the Foundation's website (www.mcgrathfoundation.com.au) within 2 days of the determination of Competition2. The winning Participants name will be displayed in a prominent place at the Foundation's premises for 7 days after the date of the draw.
- 15) The Foundation shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to direct or consequential loss) or sustained in connection with the Prize, except for any liability which cannot be excluded by law.
- 16) Subject to any direction which may be given under the relevant State legislation, the Foundation will conduct such further determination of the Prize winner as may be deemed necessary at the Foundation's offices – Level 1, 115 Sailors Bay Road, Northbridge, NSW 2063 on 19 April 2012 at 12pm (AEST).
- 17) All entries become the property of the Foundation. The Foundation collects personal information about you to enable you to participate in this Promotion. To facilitate your participation, the Foundation may disclose your personal information to other companies associated with this Promotion. A Participant's personal information may be disclosed to State and Territory lottery Departments and winners' names published as required under the relevant lottery legislation. No other further use of this information will be made without your prior consent. A request to access, update or correct any information should be directed to the Foundation at the address shown below.
- 18) The Foundation accepts no responsibility for any kind of loss or liability suffered or incurred by any of the Participants in relation to the Promotion and/or Competitions. The Participants release the Foundation its 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 or the Promotion. 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 Prize.
- 19) The Prize will be delivered to the winners within fourteen days after the winner is determined. The Foundation will make reasonable effort to deliver the Prize.
- 20) Once the Prize has left the McGrath Foundation's premises, the Foundation will not be responsible for any delay in delivery, or failure of safe delivery of the Prize. The Foundation will take no responsibility for the Prize being damaged in transit except for any responsibility which cannot be excluded by law.