

# Shocktober Donated AED Competition

## Competition Terms & Conditions

This Ambulance Victoria Shocktober Donated AED Promotion (the Competition or the Promotion) is offered subject to the terms and conditions set out below.

### Who is the Promoter?

The Promoter is Ambulance Victoria (ABN 50 373 327 705) of 375 Manningham Road, Doncaster, Victoria, 3108.

### Who can enter?

Entry is only available to residents of Victoria who are aged 18 years or older and are registered GoodSAM Responders via the GoodSAM app.

The GoodSAM app can be found at [www.goodsamapp.org/AV](http://www.goodsamapp.org/AV) or at your device's application download centre:



Employees, officers and contractors (and their Immediate Families) (including Community Emergency Response Teams) of the Promoter or of the agencies or companies associated with this Promotion are ineligible.

### How to Enter

1. Entrants must sign up for the first time as an active GoodSAM Responder via the GoodSAM app or at [www.goodsamapp.org/AV](http://www.goodsamapp.org/AV). By signing up as a GoodSAM Responder during the Promotion period, you will be automatically entered in the Shocktober Donated AED Promotion.
2. The Promotion begins at 00.01am, Saturday, 1 October 2022.
3. The Promotion ends at 11.59pm, Monday, 31 October 2022
4. The Competition winner will be drawn at 11.00am, Friday, 11 November 2022 at the Promoter's address (the Winner).
5. The Winner will be notified by e-mail or phone (as entered on the GoodSAM app) on or before 12.00pm, Tuesday, 15 November 2022. The Winner will be notified using the contact details provided by the Entrant when signing up for the GoodSAM app. The winning Entrant has 48 hours from the time that the notification is sent, to respond, provide proof of eligibility and allocate the AED and cabinet to their chosen community group or business. If the Prize is not allocated by the Winner within this time frame, the Prize will be redrawn, and any previous Winners will forgo all claims to the Prize.

## **The Prize**

The prize is the ability to decide which community group or business (within the Winner's local community) shall be gifted an Automated External Defibrillator (AED) and wall mounted cabinet. The AED must be installed in the wall-mounted cabinet, securely affixed in a location able to be accessed by members of the public on a 24/7 basis. The AED must also be registered on [registermyaed.com.au](http://registermyaed.com.au).

## **Terms and Conditions**

1. The AED and cabinet value is \$3,500 (AUD).
2. The AED and cabinet shall be supplied by the Promoter.
3. The AED and cabinet are not exchangeable for cash or other forms of credit and no refunds will be issued for the value of the AED and cabinet.
4. As a condition of accepting the AED and cabinet, the Winner's chosen community group or business must agree to the terms and conditions set out in the Promoter's Donation Agreement. In the event that the Winner's chosen community group or business does not agree to the terms and conditions of the Promoters Donation Agreement, and amendment cannot be agreed by Ambulance Victoria (at its sole discretion), the Winner will be asked to choose another community group or business to receive the donated AED and cabinet.
5. All costs associated with the ongoing maintenance, consumables and replacement of the AED and cabinet are the responsibility of the community group or business receiving the AED and cabinet.
6. Terms and conditions of this Competition are as written and cannot be changed by any representation of any unauthorized person, including employees of AV.
7. If you have any questions about the Competition or Prize, please email our staff on [community.engagement@ambulance.vic.gov.au](mailto:community.engagement@ambulance.vic.gov.au)
8. Proof of age and residency may be required to claim the Prize and is at the discretion of AV.
9. AV reserves the right to change these terms and conditions without notice and at any stage during the Promotion.

## **General Terms and Conditions**

1. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia (Non-Excludable Guarantees) and New Zealand. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, Ambulance Victoria (including its respective officers, employees and agents) excludes all liability (including

negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Promotion.

2. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, Ambulance Victoria (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under Ambulance Victoria control); (b) any theft, unauthorised access or third party interference; (c) any entry or Prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by Ambulance Victoria Pty Ltd) due to any reason beyond the reasonable control of Ambulance Victoria Pty Ltd; (d) any variation in Prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a Winner or entrant; or (f) use of a Prize.

3. Ambulance Victoria collects claimants'/entrants' personal information in order to conduct the Promotion. If the information requested is not provided, the claimant/entrant may not be able to participate in the Promotion. Ambulance Victoria will not disclose this information to anyone other than contractors who provide services to Ambulance Victoria for the purposes of conducting this Promotion unless compelled or permitted by law. Entrants' personal information may be disclosed to State and Territory lottery departments and Winners' names published as required under the relevant lottery legislation. As per the relevant Privacy Legislation, a request to access, update or correct any information should be directed to the Privacy Officer of Ambulance Victoria by emailing [privacy@ambulance.vic.gov.au](mailto:privacy@ambulance.vic.gov.au).