

Terms and conditions

Get Vaxxed Taxi Voucher Giveaway

Important note: Covid vaccination should be undertaken as recommended by the Government and on the advice of a health practitioner.

The following terms and conditions (**Terms and Conditions**) apply for the Get Vaxxed Taxi Voucher Giveaway (the **Giveaway**). Information on how to claim a Gift in the Giveaway forms part of the Terms and Conditions. By claiming a Gift in the Giveaway, a person acknowledges and warrants that they have read, understood and accepted these Terms and Conditions.

There is no element of chance involved in this Giveaway.

The Giveaway is conducted by Cabcharge Payments Pty Ltd ABN 22 615 032 427 of 152 of 162 Riley Street, Darlinghurst NSW 2010, telephone 1800 652 229 (the **Promoter**).

Giveaway Period

1. The Giveaway will run from 7:00am Thursday, 9 September 2021 (AEST) until 5:00pm, Saturday 9 October 2021 5:00pm (AEST) unless all Gifts are awarded earlier (**Giveaway Period**).

Entry Requirements

2. Individuals can only claim a Gift in the Giveaway in their own name.
3. The Giveaway is only open to NSW residents over the age of 18 years who have a second Covid vaccination appointment booked in between 9 September 2021 and 30 October 2021. Covid vaccination should be undertaken as recommended by the Government and on the advice of a health practitioner.
4. Employees of the Promoter and any subsidiary, parent company, agent or affiliate of the Promoter (and their immediate families), participating retailers and agencies associated with this Giveaway are ineligible to claim a Gift in the Giveaway. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.
5. To claim a Gift, an individual must do the following within the Giveaway Period:
 - a. go to the website <https://www.cabcharge.com.au/voucher> (**Website**);
 - b. enter their details in the claim form, including their full name, email address, mobile telephone number, postcode and age;

- c. enter the date of their **second** booked Covid vaccination appointment, which for the avoidance of doubt must be between 9 September 2021 and 30 October 2021,

and provided that stocks of the Gift are remaining (see clause 10) and that the individual has completed the claim form correctly and is otherwise in compliance with these Terms and Conditions, the Gift will be sent to the individual's mobile telephone number by SMS within 24 hours. For the avoidance of doubt, once the allocation of 4,000 Gifts has been exhausted, this will be indicated on the Website and the Giveaway will close.

6. Subject to clause 5, each individual is only eligible to one Gift regardless of how many times they complete the claim form during the relevant Giveaway Period.
7. A completed form is deemed to be received at the time confirmed by the Promoter and not at the time of transmission by the individual.
8. The Promoter reserves the right, at any time, to verify the validity of submitted forms and individuals (including an individual's identity, age and place of residence) and disqualify any individual who submits a form that is not in accordance with these Terms and Conditions, who tampers with the claim process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the Giveaway.
9. If there is a dispute concerning the conduct of this Giveaway (including as to the identity of an individual) or in respect to claiming a Gift, the Promoter will, in good faith, consider the individual's grievances however reserves the right to resolve the dispute in the manner it determines most appropriate, acting reasonably.

Gift, Winners and Winner Notification

10. The first 4,000 individuals to complete the steps at clause 5 during the Giveaway Period will each receive an AUD \$50 Cabcharge Digital Pass, valid for use until 30 October 2021 and redeemable in Australia only (**Gift**). Further details in relation to the Gift are available at <https://www.merchants.cabcharge.com.au/digital-pass>. For the avoidance of doubt, once the allocation of 4,000 Gifts has been exhausted, the Giveaway will close.
11. The total value of Gifts in this Giveaway is AUD \$200,000.
12. To redeem the Gift, the individual must click on the link contained in the SMS and use the Gift by no later than 30 October 2021.
13. If for any reason whatsoever a Gift recipient does not correctly provide their details in the claim form on the Website or redeem the Gift in accordance with clause 12, then the Gift will be forfeited by that individual and neither cash nor any other gift will be awarded in lieu.

Gift Restrictions

14. Any ancillary costs associated with redeeming the Gift are not included. Any unused balance of the Gift by a Gift recipient will not be awarded as cash. Redemption of the Gift is subject to any terms and conditions of the issuer including those specified on the Gift.
15. If any terms and conditions are imposed on an individual's ability to use some or all of the Gift, then the individual must comply with those additional terms or the individual will forfeit the Gift (and the ability to continue to use and enjoy the Gift) immediately on notice from the Promoter.
16. If any Gift is unavailable, the Promoter, in its discretion, reserves the right to substitute the Gift (or that part of the Gift) with a gift to the equal value and/or specification, subject to any written directions from a regulatory authority.

Participation in promotions

17. Each individual who has claimed a Gift must, at the Promoter's request, participate in any marketing and promotional activity in relation to the Giveaway, free of charge. Individuals consent to the Promoter using the individual's name, likeness, image and/or voice (including any photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Giveaway (including any outcome) and promoting the business of the Promoter.
18. If for any reason whatsoever an individual does not participate in any part of the Giveaway which they are required to participate in then they will be deemed to have forfeited their rights under the Terms and Conditions and are not entitled to cash or any other gift in lieu.

General

19. If, for any reason, the Giveaway is not capable of being run as planned, including (but not limited to) due to infection by computer virus, bugs, network failure, tampering, unauthorised intervention, fraud or any other causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Giveaway, the Promoter reserves the right in its absolute discretion to take any action that may be available to it, subject to regulations, including cancelling, terminating, modifying or suspending the Giveaway.
20. The Promoter reserves the right to change the Giveaway, or part of the Giveaway, at any time, subject to any written directions from a regulatory authority.
21. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. Incomplete or indecipherable submissions will be deemed invalid.

22. If this Giveaway is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law to:
 - a. disqualify any individual from claiming a Gift; or
 - b. subject to any written directions from a regulatory authority, modify, suspend, terminate or cancel the Giveaway, as appropriate.
23. To the extent permitted by law (including the Australian Consumer Law), each individual claiming a Gift releases the Promoter and indemnifies the Promoter against all liability, cost, loss or expense arising out of acceptance of any Gift or participation in the Giveaway including (but not limited to) loss of income, loss of opportunity, personal injury and damage to property, whether direct or consequential, foreseeable, due to some negligent act or omission or otherwise.
24. Other than any liability that cannot be excluded by law (including the Australian Consumer Law), the Promoter (including its officers, employees and agents) excludes all liability (including negligence), for any personal injury suffered or sustained in connection with this Giveaway or a Gift; and any loss or damage (including loss of opportunity), whether direct, indirect, special or consequential, arising in any way out of the Giveaway, including, but not limited to, where arising out of the following:
 - a. any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
 - b. any theft, unauthorised access or third-party interference;
 - c. any claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;
 - d. any tax liability incurred by an individual. Independent financial advice should be sought;
 - e. participation in any aspect of the Giveaway; or
 - f. use of a Gift.
25. By participating in this Giveaway, each individual acknowledges and agrees that:
 - a. they will at all times conduct themselves in a proper manner, having consideration for other participants, the Promoter and any other person;
 - b. they indemnify the Promoter for any damage, loss, cost or expense caused to any third party, property, any person or otherwise (**Relevant Cost**) as a result of their actions or omissions during the conduct of the Giveaway and must

promptly pay any Relevant Costs to the Promoter (or any other relevant person) on demand.

Personal Information

26. All form submissions become the sole property of the Promoter.
27. If an individual does not provide their personal information, the individual will not be able to claim a Gift.
28. Each individual's personal information will be used and disclosed by the Promoter in accordance with these terms and the Promoter's Privacy Policy, available at <https://www.cabcharge.com.au/Site/media/Media/Documents/Privacy-policy.pdf> or on request to privacy@cabcharge.com.au.
29. By submitting a claim form in respect of this Giveaway each individual warrants that he or she consents to the Promoter using their personal information as contemplated by these Terms and Conditions.
30. The Promoter collects personal information in order to conduct the Giveaway and provide any goods or services requested and may, for those purposes, disclose such information to third parties, including but not limited to, affiliates, Gift suppliers or regulatory authorities and for any purpose to which the individual has previously consented, including but not limited to, future promotional, marketing and publicity purposes.
31. The Promoter may use and disclose the individual's personal information for direct marketing purposes, unless the individual opts out, which they can do at any time in accordance with the Promoter's Privacy Policy.
32. Entrants should direct any request to access, update or correct their personal information to the Promoter at the email address above.