

\$250 Welcome gift promotion terms and conditions

Schedule 1

Gift Promotion Name: \$250 Welcome Gift

Promotion Start Date and Time: 1 December 2024 at 9.00am AEDT

Promotion End Date and Time: 31 October 2025 at 4.00pm AEDT

How to be eligible: To be eligible for the gift, each person must sign up to a Bolton Clarke

Home Care Package (HCP) for services undertaken in postcodes 2262,

2263, 2250, 2258, 2261, 2251, 2259, 2256 during the period commencing on the Promotion Start Date and ending on the

Promotion End Date and nominate which gift (see Gift details below)

they elect to receive.

Limits on gift: Limit applies of one (1) per Bolton Clarke Home Care Package for

services undertaken in postcodes 2262, 2263, 2250, 2258, 2261, 2251,

2259, 2256.

Gift Details: Gift consists of one (1) \$250 gift Visa gift card or \$250 worth of

services under the Home Care Package in postcodes 2262, 2263, 2250,

2258, 2261, 2251, 2259, 2256

Total RRP Gift Value: \$250.00

Gift Delivery: If the Gift is elected to be the \$250 gift card this will be delivered to

each eligible person on or after the HCP agreement is executed. If the Gift is elected to be \$250 worth of services under the Home Care Package in postcodes 2262, 2263, 2250, 2258, 2261, 2251, 2259, 2256 the gift will be applied as a deduction to the first statement. Each eligible person must nominate the Gift to be received when signing up

to the Bolton Clarke Home Care Package.

Promoter

- Royal District Nursing Service Limited ABN 49 052 188 717 trading as Bolton Clarke of Level 3, 44 Musk Avenue, Kelvin Grove Qld 4059 ('Bolton Clarke') is conducting this gift promotion ('Promotion') and is the promoter. Telephone 1300 22 11 22.
- 2. The Promotion starts at the date and time as described in Schedule 1.
- 3. The Promotion ends at the Promotion end time as described in Schedule 1.
- 4. The Promotion Period is the time between when the Promotion starts and the Promotions ends.
- 5. Other than as expressly stated in these Terms and Conditions, a gift or part of a gift is non-transferable, nonexchangeable, non-refundable, nonreplaceable,

and non-redeemable for another gift including cash, except at Bolton Clarke's discretion and subject to relevant legislation.

Entry and Eligibility

- 6. Information on how to be eligible in this Promotion and gift information forms part of these Terms and Conditions.
- 7. Entering this Promotion, including entering automatically, is deemed acceptance of these Terms and Conditions.
- 8. Individuals can contact Bolton Clarke on the contact details in clause 1 of these Terms and Conditions to check their eligibility to enter this Promotion.



- Bolton Clarke does not accept responsibility for late entries
- 10. Bolton Clarke reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, residence and age) and Bolton Clarke may, in its absolute discretion, declare an entry invalid that is incomplete or not in accordance with these Terms and Conditions, or disqualify any entrant who Bolton Clarke has reason to believe has breached any of these Terms and Conditions or has done any of the following: a) withdrawn consent in relation to any part of these Terms and Conditions, b) tampered with the entry process, c) acted in a manner that is disruptive or dishonest or d) entered the Promotion more than once, e) engaged in any unlawful or otherwise improper misconduct which jeopardises the fair and proper conduct of this Promotion.
 - Errors and omissions and proof considered suitable for verification is at Bolton Clarke's discretion.
- 11. Each eligible person accepts the gift at their own risk. Any tax liability arising as a result of accepting the gift is the responsibility of the eligible person and they should seek independent financial advice.
- 12. As a condition of accepting the gift, the eligible person must agree to these Terms and Conditions, and sign any legal documentation as and in the form required by Bolton Clarke in its absolute discretion, including but not limited to a legal release and indemnity.

Privacy and consent

- 13. Bolton Clarke adheres to a strict privacy policy. Our Information Privacy Policy Statement details how your personal information is collected, stored and managed at Bolton Clarke; how you may access and correct that information; how you may complain about a suspected breach of your privacy by Bolton Clarke, and how Bolton Clarke will respond. For a copy of the statement, talk to us, phone us on 1300 22 11 22 or visit www.boltonclarke.com.au/privacy.
- 14. Personal information collected by Bolton Clarke will be kept according with its Privacy Policy.

General

- 15. Failure by Bolton Clarke to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 16. Bolton Clarke, in its discretion, reserves the right to substitute any Gift (or a part of a gift) with a gift to the equal value and/or specification, subject to any directions from a regulatory authority.
- 17. If this Promotion is not capable of being conducted as reasonably anticipated due to anything beyond

- Bolton Clarke's reasonable control, or interfered with in any way, including but not limited to, war, civil unrest, strike, riot, crime, power failure, natural disaster, weather event, pandemic, computer virus, tampering or technical failure or unauthorised intervention, Bolton Clarke reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) subject to written approval from any relevant regulatory authority, to modify, suspend, terminate or cancel this Promotion, or invalidate or disqualify any eligible entrants as appropriate.
- 18. Bolton Clarke may assign or novate its rights and responsibilities under this agreement to any third party at its sole discretion.
- 19. Except to the extent that the liability is caused or contributed to by Bolton Clarke's act or omission, Bolton Clarke bears no liability or responsibility for any issues or faults of any telephone network or lines, computer systems, servers, or providers, computer equipment, software, technical problems or traffic congestion, including but not limited to any injury or damage to participants or any other person's computer related to or resulting from participation in or downloading any materials related to this Promotion.
- 20. Except to the extent that the liability is caused or contributed to by Bolton Clarke's act or omission, Bolton Clarke (including its officers, employees and agents) is not responsible for and excludes all liability, for any personal injury, illness or death; or any loss or damage (including loss of opportunity) suffered by any entrant; whether direct, indirect, special or consequential, arising in any way out of the Promotion, including, but not limited to the following: (a) any technical difficulties or equipment malfunction (whether or not under the Bolton Clarke's control); (b) any theft, unauthorised access or third party interference; (c) any incorrect or incomplete information which may be communicated in the course of administering this Promotion; (d) any entry or gift claim that is late, lost, altered, damaged or misdirected due to any reason beyond the reasonable control of the Bolton Clarke; (e) any variation in gift value to that stated in these Terms and Conditions; (f) any tax liability incurred by a gift winner or entrant; or (g) use of a
- 21. The parties to these Terms and Conditions submit to the non-exclusive jurisdiction of the courts of NSW and any courts that may hear appeals from those courts in respect of any proceedings in connection with this contract.