

MG3 giveaway terms & conditions

1. General

- 1.1 The following terms (**Terms**) apply to the car giveaway competition (**Competition**) described in this document to be conducted by Sidsaps Pty Ltd ABN 34 102 445 456, the operator of the dental practices known as 'Smile Street Murwillumbah' and 'Smile Street Coolangatta' (**Smile Street, we, us or our**).
- 1.2 By entering the Competition you acknowledge that you have read and agree to be bound by these Terms.
- 1.3 We reserve the right to cancel or make changes to the Competition or vary these Terms without notice to you. Please revisit these Terms from time to time to ensure you are aware of any changes.

2. Competition dates

- 2.1 The Competition commences on 3 May 2021 at 5.00am AEST (**Opening Date**) and closes on 30 November 2021 at 11.59pm AEST (**Closing Date**).

3. Eligibility

- 3.1 Entry is open to residents of QLD and NSW who:
 - (a) are over the age of 18;
 - (b) hold a full Australian driver's licence; and
 - (c) attend a Smile Street practice and undergo one or more of the following:
 - (i) a check-up and clean appointment, paid for in accordance with clause 7, or
 - (ii) any other dental service listed under clause 3.3 paid for at the time of the appointment.

- 3.2 Participants may be eligible for one or more entries into the Competition. There is no limit to the number of entries a participant may receive, provided that the entry qualifies and the participant complies with these Terms.

- 3.3 The number of entries into the Competition that each participant receives is determined as follows:

<i>Check up and clean</i>	<i>1 entry</i>
<i>Tooth filling or extraction</i>	<i>1 entry per tooth</i>
<i>Crown, bridge pontic, veneer or denture</i>	<i>2 entries per tooth</i>
<i>Implant</i>	<i>3 entries per implant</i>
<i>Clear aligner or braces treatment</i>	<i>5 entries per treatment</i>
<i>Zoom Teeth whitening</i>	<i>2 entries per treatment</i>
<i>All other treatments</i>	<i>1 entry</i>

Participants who receive one of the treatments set out above and who otherwise qualify for an entry into the Competition will be awarded a bonus entry of 1 entry per patient if they follow Smile Street on Instagram (@SmileStreetDental) post their experience at Smile Street and tag the Smile Street Instagram profile.

- 3.4 Appointments booked for a date before the Opening Date or after the Closing Date, or that are cancelled or not attended, or not paid for in full in accordance with these Terms, will not be eligible for an entry.
- 3.5 We may request valid proof of age, identification, address and/or driver's licence to confirm your eligibility to enter the Competition. We may at any time verify any information or payment that you have provided or that relates to your entry into the Competition.
- 3.6 You may not enter the Competition if you are an employee, officer or volunteer of ours, or a member of such person's immediate family. 'Immediate family' means a spouse, child, parent, sibling, de facto partner or any family member who resides at the same premises as you.

4. How to enter

- 4.1 Book and attend an appointment for one or more of the dental services listed in clause 3.3. All services must be completed and paid for between the Opening Date and Closing Date.
- 4.2 You must ensure that the phone contact details we have for you are up-to-date, or, if they are not, supply us with your current phone contact number when attending your appointment.
- 4.3 Upon completion of your appointment, your entry/ies will be placed by our staff into a barrel at each Smile Street practice, from which the winner will be drawn in accordance with clause 5.
- 4.4 No responsibility can be accepted for your failure to attend your appointment or failure to pay for your dental service for whatever reason.
- 4.5 By entering the Competition you acknowledge that if you are one of the 10 finalists, you must be available to attend the final draw described in clause 5.1(e). Failure to attend (for whatever reason) will result in your withdrawal from the Competition.

5. Details and Conduct of the Competition

- 5.1 This is a game of chance. The winner will be selected according to the following process:

Selection of 10 finalists

- (a) An independent scrutineer will draw a total of ten (10) entries out of the two competition barrels (5 entries from Smile Street Murwillumbah and 5 entries from Smile Street Coolangatta), on **1 December 2021 at 11:00am AEST**.
- (b) A person can only take one (1) place in the ten finalists. If a participant's name is pulled out more than once, another name will be drawn.
- (c) Smile Street will contact those ten finalists by phone on **1 December 2021 between the hours of 2:00pm – 4.00pm AEST** and invite them to attend the final draw.
- (d) Each finalist will be phoned once and must answer our call to be eligible to attend the final draw. Failure to answer our phone call will result in a re-draw of a substitute entry and phone call to that participant in accordance with clause 5.1(c). If we cannot contact a finalist, another name will be drawn. The returning of a 'missed call' will not be accepted. If a finalist is unable to attend the final draw, another name will be selected. This process will be repeated as necessary until there are ten finalists who have all answered the phone call to attend the final draw.

Final draw

- (e) The final draw will occur on **10 December 2021 at 10:00am AEST** at Shop 2/232 Tweed Valley Way, South Murwillumbah. Finalists **MUST** be present in person.
 - (f) Each of the 10 finalists will be invited to choose one of ten keys.
 - (g) Each finalist will try their key to unlock the prize car described in clause 6.1. The finalist holding the key that unlocks the prize car will win the car.
 - (h) The name of the winner will be published on the Smile Street website and social media platforms on **10 December 2021**. By entering into the Competition each participant consents to the publication of his/her name and photograph on the Smile Street website and social media platforms.
- 5.2 The winner of the Competition as determined above will be final and binding on all participants and no correspondence will be entered into by us in this regard.
 - 5.3 We may disqualify any participant who fails to comply with these Terms, manipulates the participation process, acts unfairly, dishonestly or unlawfully or who tries to influence the Competition by disruption, harassment, annoyance of employees or representatives of us or other participants, even if the basis for disqualification is only determined after the Closing Date.
 - 5.4 If required, we may select a reserve 'winner' through a secondary draw to replace a winner who is subsequently disqualified, forfeits or does not claim the prize, or is unable to prove their identity and/or driver's licence to our satisfaction. Any winner who is disqualified will forfeit any and all rights in and to the prize.

- 5.5 We may refuse to allow a person to take part in the final draw if we determine (in our sole discretion) that the finalist is not in the mental or physical condition necessary to safely operate a vehicle.

6. Prize

- 6.1 The winner will receive the following prize, valued at approximately \$19,000 (**Prize**), consisting of:
- (a) one (1) MG3 EXCITE Automatic Hatchback standard model in Sky Silver;
 - (b) full tank of fuel; and
 - (c) registration and compulsory third party insurance (CTP) for 12 months in QLD or NSW.
- 6.2 The Prize includes GST, 12 months registration (in either Queensland or New South Wales) and stamp duty on the transfer of the vehicle into the winner's name..
- 6.3 The Prize is non-transferable and non-exchangeable for cash, credit or any other item.
- 6.4 The approximate value of the Prize set out in clause 6.1 is the approximate retail value of the Prize (including GST) on the day these Terms were published. We will not be liable in respect of any variation to the value of the Prize after this date.
- 6.5 The description of the Prize in clause 6.1 is accurate as at the day these Terms were published. Should any part of the Prize be withdrawn, cancelled or otherwise unavailable for whatever reason, we may (in our absolute discretion) replace it with a similar item or substitute a voucher for the equivalent value.
- 6.6 The Prize is provided on an as is basis and we make no representation or warranty as to the quality or fitness for purpose of the Prize, or availability of all components shown in clause 6.1. To the extent permitted by law, all conditions, warranties, guarantees, rights, remedies, liabilities and other terms implied or conferred by statute, custom or the general law that impose any liability or obligation on us are excluded, however nothing contained in these Terms excludes, restricts or modifies the application of any provision, the exercise of any right or remedy, or the imposition of any liability under the Australian Consumer Law, provided that, to the extent that such law permits us to limit our liability, then our liability is so limited.

7. Appointment costs

The cost of your dental service will usually be outlined to you at the time of your appointment and may be subject to any of the following:

- 7.1 if you are a new patient, check ups are gap free if you are a member of an eligible health fund, except:
- (a) if you have visited another dentist in the past 6 months for a check up and claimed this on your health fund, then the fees for the check up will be \$250.00;
 - (b) if your health fund declines the claim due to you having made a claim in the past 6 months, the fee is \$250.00.
- 7.2 If you are not in a health fund, the fee for your check up is \$250.00. This includes full dental examination, full set of dental X-rays (if required), clean and fluoride.
- 7.3 If you have had X-rays taken at a Smile Street practice within the last 12 months, you will not need further X-rays to be taken at your check up appointment. In this case, if you are in an eligible health fund, the cost of the check up is gap free, but if you are not in a health fund, the gap is \$160.00.
- 7.4 Subject to any contributions made for members of an eligible health fund, Department of Veterans Affairs card holders or patients eligible for NSW Health public dental services (if applicable), all services must be paid for at the time of your appointment (by cash or eftpos).

8. Use of information

- 8.1 Any confidential or personal information you provide us in connection with the Competition will be dealt with by us in accordance with our privacy policy which is available at (www.smilestreet.com.au).

- 8.2 By entering the Competition, you agree we may disclose the fact you have entered (including your name and/or image) on our website, Facebook, Instagram or other social media pages associated with us (**Social Media Platform**) for the purposes of publicising and promoting the Competition and/or us.
- 8.3 We may disclose and publish the name and any other particulars of participants (including the finalists and the winner), including their images and/or likeness, for publicity and promotional purposes. You agree to co-operate with and participate in any activities organised by us in this regard provided we are responsible for costs associated with such co-operation or participation (excluding remuneration or compensation to you).
- 8.4 If you are the winner, you agree to the publication and use of your photo and other information for the promotional purposes set out in this clause 8.
- 8.5 We may record or use any information you provide us for the purpose of conducting the Competition and any other purpose set out in our privacy policy.

9. General

- 9.1 To the extent permitted by the law, you agree to release us and hold us harmless and our personnel from any expenses, costs, liabilities, claims, actions, proceedings, damages, judgments and losses of any kind whatsoever (including consequential and economic losses, property loss, damage and damages for injury, including personal injury and death) (**Losses**) incurred or suffered by you or another person and which arise out of, are caused by, are attributable to or result from your participation in the Competition (including your use and/or enjoyment of the Prize or any person accompanying you) except to the extent such Losses are caused or contributed to by a wrongful or negligent act or omission of us or our personnel for whom we are responsible.
- 9.2 To the extent permitted by the law, you agree to indemnify us and our personnel against any Losses incurred or suffered by us which arise out of, are caused by, are attributable to or result from any wrongful or negligent act or omission of yours.
- 9.3 The Competition may be promoted on various social media platforms including but not limited to Facebook and Instagram. You acknowledge that the Competition is in no way sponsored, endorsed or administered by, or associated with, any social media platform provider and you agree to release them from any liability associated with the Competition.
- 9.4 In the event of a force majeure event (including an epidemic or pandemic or government restrictions relating to them) or if anything occurs that corrupts or affects the administration, safety, security, fairness, integrity or proper and lawful conduct of the Competition, we may cancel, terminate, modify or suspend the Competition and we will not be liable for any Losses incurred or suffered by you which arise out of, are caused by, are attributable to or result from any such cancellation, termination, modification or suspension.
- 9.5 In the event of a force majeure event affecting the Prize, or if anything occurs that affects the ability of a third party to provide the Prize or any component of it (including an insolvency event occurring in relation to that third party), you agree we will not be liable for:
 - (a) resupplying the Prize or any part of it, or paying any costs to you in substitution for them; or
 - (b) any Losses incurred or suffered by you which arise out of, are caused by, are attributable to or result from any such cancellation, termination, modification or suspension.
- 9.6 Unless otherwise stated in these terms or other materials produced by us in connection with the Competition, you are responsible for any taxation liability (excluding stamp duty or GST payable on the transfer of the Prize to the winner) or other government charges or reporting requirements which arise directly from your participation in the Competition or receipt of the Prize (if any). We do not offer any advice or accept any responsibility with respect to these matters.
- 9.7 Should any provision of these terms be held to be unenforceable, such provision will be deemed severed from these terms without affecting the enforceability or validity of the remaining provisions which shall continue in full force and effect.

10. Permit number

10.1 This promotion is conducted in accordance with NSW trade promotion authority TP-00835.