

**Chartered Accountants Australia and New Zealand  
“Difference Makers Class of 2020 Social Media Post Competition”**

1. Information on how to enter to win a prize forms part of these terms and conditions (“**Terms and Conditions**”). Participation in the “Difference Makers Class of 2020 Social Media Post Competition” (“**Competition**”) is deemed acceptance of the Terms and Conditions. The Competition is not valid in conjunction with any other offer.
2. The Competition is a game of skill for a total of 4 Daily Prizes (one (1) Daily Prize which may be won by one (1) Eligible Entrant (defined below) during the relevant Daily Prize Period) and a Ceremony Prize which may be won by one (1) Eligible Entrant on the day of the Ceremony (defined below).
3. The Promoter is Chartered Accountants Australia and New Zealand ABN 50 084 642 571 of 33 Erskine Street, Sydney, New South Wales 2000, Australia (“**Promoter**” or “**CA ANZ**”).
4. The Competition commences at 7:00am (AEDT) on Monday, 9 November 2020, and ends at 4:00pm (AEDT) on Monday, 16 November 2020 (“**Competition Period**”).
5. The Competition will be conducted during the following Competition Period between the Start Time and the End Time at the following Location:

Competition Period	Start Time	End Time	Location
Monday, 9 November 2020 to Friday, 13 November 2020	Monday, 9 November 2020 at 7.00am (AEDT)	Monday, 16 November 2020 at 4.00pm (AEDT)	Online via LinkedIn, Instagram, Facebook, Twitter or similar social media channel used by CA ANZ.

**Definitions**

6. For the purposes of these Terms and Conditions:
  - 6.1 “**CA ANZ Education Store**” means the online store component of the CA ANZ website, located at [www.store.charteredaccountantsanz.com](http://www.store.charteredaccountantsanz.com);
  - 6.2 “**Ceremony**” means the event known as the “Difference Makers Class of 2020 Ceremony” to be conducted as an online event by CA ANZ at 5.30pm AEDT on Thursday, 12 November 2020;
  - 6.3 “**Ceremony Prize**” means one (1) digital gift voucher for the CA ANZ Education Store to the value of AUD\$200.00 or NZD\$200.00 (depending on Ceremony Winner’s location) and a 6 bottles wine pack valued at AUD\$105.24 to be awarded to the Ceremony Winner, subject to clauses 16 and 17. There is one (1) Ceremony Prize in total;
  - 6.4 “**Ceremony Winner**” means the Eligible Entry that is deemed to best fit the Competition Criteria on the day of the Ceremony, as decided by representatives of CA ANZ, who will be awarded the Ceremony Prize;
  - 6.5 “**Competition Criteria**” means a Social Media Post that is:
    - (a) in respect of the Daily Prize, published on or before the end time of the relevant Daily Prize Period;
    - (b) in respect of the Ceremony Prize, published on or before 9.00pm (AEDT) on Thursday, 12 November 2020;

- (c) in the opinion of representatives of CA ANZ, best aligns to the Daily Theme and emulates what it is to be a “Difference Maker”; and
- (d) contains the hashtags “CAANZ” and “DifferenceMaker” or tags CA ANZ’s relevant social media username (for example: “@charteredaccountantsanz”);

6.6 **“Daily Prize”** means one (1) digital gift voucher for the CA ANZ Education Store to the value of AUD\$100.00 or NZD\$100.00 (depending on Daily Winner’s location) to be awarded to the Daily Winner, subject to clauses 16 and 17. There are four (4) Daily Prizes in total. One Daily Prize is available for each Daily Prize Period.

6.7 **“Daily Prize Period”** means the following time periods:

Daily Prize Period	Start time	End time
1	Monday, 9 November 2020 at 7.00am (AEDT)	Monday, 9 November 2020 at 4.00pm (AEDT)
2	Tuesday, 10 November 2020 at 7.00am (AEDT)	Tuesday, 10 November 2020 at 4.00pm (AEDT)
3	Wednesday, 11 November 2020 at 7.00am (AEDT)	Wednesday, 11 November 2020 at 4.00pm (AEDT)
4	Saturday, 14 November 2020 at 7.00am (AEDT)	Monday, 16 November 2020 at 4.00pm (AEDT)

6.8 **“Daily Theme”** means the words, theme or other description published by CA ANZ on each of the Daily Prize Period and the day of Ceremony during the Competition Period to Facebook, LinkedIn, Instagram, Twitter or other CA ANZ social media channel CA ANZ operates for the purpose of advertising the Competition. For the avoidance of doubt, there will be five Daily Themes on the eight (8) days of the competition (one Daily Theme for each Daily Prize and another for the Ceremony Prize);

6.9 **“Daily Winner”** means the Eligible Entry that is deemed to best fit the Competition Criteria on a day of the Competition Period, as decided by representatives of CA ANZ, who will be awarded a Daily Prize;

6.10 **“Immediate Family Member”** 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;

6.11 **“Required Information”** means the Eligible Entrant’s first name, last name, email address, phone number and membership number issued by CA ANZ to its new members in respect of the Ceremony, and other information as reasonably required by CA ANZ; and

6.12 **“Social Media Post”** means a photo, video, written status, post, comment or other similar content submission covering the Competition Criteria to be published to an Eligible Entrant’s public Facebook, LinkedIn, Instagram or Twitter account.

## Privacy

- 7. The Promoter collects personal information in order to conduct the Competition and may, for this purpose, disclose such information to third parties, including, but not limited to, agents, contractors, service providers, Competition suppliers and, as required, to Australian and New

Zealand regulatory authorities. Validity of an entry is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use the information for competition, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning an entrant. Each entrant acknowledges that the information they provide will be collected by or on behalf of the Promoter and may be disclosed to other group companies and to third parties that help the Promoter deliver its products and services or as required by law. Some of these parties may be located outside of Australia, as set out in the Promoter's privacy policy, including, but not limited to, New Zealand, Japan, the United Kingdom, the United States of America, Hong Kong, China, Singapore, Canada, South Africa, India, Indonesia, Malaysia, the Netherlands, Panama and Jamaica. Entrants should direct any request to access, update or correct information to the Promoter's Privacy Officer at the details provided below. These Terms and Conditions are deemed to incorporate the Promoter's privacy policy and by entering the Competition, each entrant accepts the terms and conditions of the Promoter's privacy policy. For further details see the Promoter's privacy policy at [www.charteredaccountantsanz.com/privacy-policy](http://www.charteredaccountantsanz.com/privacy-policy).

### Eligibility and entries

8. To be eligible to enter to win a Daily Prize or the Ceremony Prize (collectively, a **Prize**) an entrant must, during the Competition Period:
  - 8.1 be a natural person aged 18 years or over and not be a company, business or organisation of any description, or an employee of the Promoter, or of any agency associated with this Competition, or any Immediate Family Member of such a person;
  - 8.2 be a member of CA ANZ that has been invited and confirmed attendance to the Ceremony;
  - 8.3 be a member of CA ANZ who resides in either Australia or New Zealand;
  - 8.4 in response to CA ANZ posting the Daily Theme, publish a Social Media Post covering the Competition Criteria;
  - 8.5 provide all Required Information to the Promotor and/or its representatives; and
  - 8.6 follow any reasonable directions provided by the Promoter and/or its representatives in relation to the Competition,

(each eligible entrant an "**Eligible Entrant**" and each eligible entry an "**Eligible Entry**").
9. An Eligible Entrant may make only one (1) Eligible Entry per post during the Competition Period, and is entitled to win no more than one (1) Daily Prize. An Eligible Entrant, however, is permitted to win the Ceremony Prize and a Daily Prize if it submits two (2) separate Eligible Entries.
10. The Promoter may, in its absolute discretion, ignore any entry which it deems to be offensive or inappropriate, or otherwise tampers with the entry process, or which otherwise does not comply with the Terms and Conditions.

### Judging and Prizes

11. On each day of the Competition Period, a representative of the Promoter will review each Eligible Entry and select one (1) Eligible Entrant who, in the Promoter's opinion, best satisfies the Competition Criteria. That Eligible Entrant will be the Daily Winner and will win a Daily Prize.
12. On the day of the Ceremony, a representative of the Promoter will review each Eligible Entry and select one (1) Eligible Entrant who, in the Promoter's opinion, best satisfies the

Competition Criteria. That Eligible Entrant will be the Ceremony Winner and will win the Ceremony Prize. For the avoidance of doubt, there will also be a Daily Winner on the day of the Ceremony, who will be awarded a Daily Prize.

13. The Promoter will notify each Daily Winner and the Ceremony Winner via direct message on the social platform the entrant entered the competition on (collectively, the **Winner**).
14. There are five (5) prizes available in total. The total prize pool is valued at AUD\$600 or NZD\$600 (depending on relevant winner's location) plus AUD\$105.24.
15. If a Prize is unavailable, the Promoter, in its discretion, reserves the right to substitute a Prize for another prize to an equal or greater value and/or specification. Further, the Promoter reserves the right not to nominate a Winner or award a Prize on any day of the Competition Period.
16. Each Prize is not transferable or exchangeable and is not redeemable for cash. Each Prize must be used on or before its nominated expiry date and if not used, the value of the Prize is forfeited.
17. If a Winner is not able to satisfy these Terms and Conditions, or forfeits or fails to accept their respective Prize within 24 hours of being notified, then they will be deemed to have forfeited their Prize.
18. The Promoter's decision is final and no correspondence will be entered into.
19. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions, who tampers with the entry process, or who is not otherwise an Eligible Entrant. Errors or 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.

#### General

20. Entrants consent to the Promoter using their name and/or image in the event they are a Winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Competition (including any outcome), complying with legislative requirements and promoting any products or services distributed and/or supplied by the Promoter.
21. If this Competition 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: (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the Competition.
22. Subject to clause 23, the Promoter (including its 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 Competition, 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 Prize that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter); (d) any variation in the Prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a entrant; or (f) use of the Prize.
23. Nothing in these Terms and Conditions is intended to exclude, restrict or modify any consumer rights under the *Competition and Consumer Act 2010* (Cth) ("**CCA**") or any other legislation which may not be excluded, restricted or modified by agreement. If the CCA or any other applicable legislation implies a condition, warranty or term into the Terms and

Conditions or provides statutory guarantees in connection with these Terms and Conditions in respect of goods and services supplied (if any), the Promoter's liability for breach of such a condition, warranty, other term or guarantee is limited to (at the Promoter's election) to the extent it is able to do so: (1) in the case of supply of goods, the Promoter doing any one or more of the following: (a) replacing the goods or supplying equivalent goods (b) repairing the goods (c) paying the cost of replacing the goods or of acquiring equivalent goods; and/or (d) paying the cost of having the goods repaired; or (2) in the case of supply of services, the Promoter doing either or both of the following; (a) supply the services again; and/or (b) paying the cost of having the services supplied again. To the extent the Promoter is unable to limit its liability as set out in the previous sentence. The Promoter limits its liability to the extent such liability is lawfully able to be limited.

24. These Terms and Conditions are governed by the laws of New South Wales, Australia. Each entrant (whether or not an Eligible Entrant) submits to the non-exclusive jurisdiction of the courts of the New South Wales, Australia.
25. Consumer Competition support is available at:  
Email: [info@charteredaccountantsanz.com](mailto:info@charteredaccountantsanz.com)  
Phone: 1300 137 322 (Australia)

**Privacy Officer**

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