

Medibank Strava Club – Cadel’s Winter Cycling Challenge Terms & Conditions ("Conditions of Entry")

Schedule		
Promotion:	Medibank Strava Club – Cadel’s Winter Cycling Challenge	
Promoter:	Medibank Private Limited ABN 47 080 890 259, Level 4, 720 Bourke Street, Docklands, VIC 3008, Australia. Ph: 134 190	
Promotional Period:	Start date: 19 June 2017 at 12:00 am AEST End date: 16 July 2017 at 11:59 pm AEST	
Entry Periods:	Entry Period Entries Open	
	Week 1	12.00am AEST 19 June 2017 – 11.59pm AEST 25 June 2017
	Week 2	12.00am AEST 26 June 2017- 11.59pm AEST 2 July 2017
	Week 3	12.00am AEST 3 July 2017- 11.59pm AEST 9 July 2017
	Week 4	12.00am AEST 10 July 2017- 11.59pm AEST 16 July 2017
Eligible entrants:	Entry is only open to Australian residents who are 18 years and over. For the sake of clarity, employees of the Promoter are also permitted to enter.	
How to Enter:	<p>To enter the Promotion, the entrant must complete the following steps during an Entry Period:</p> <p>a) join the official Medibank Strava Club via the Stava app or already be joined to this club; and</p> <p>b) join the Cadel’s Winter Cycling challenge via http://medibank.com.au/livebetter/strava/the-winter-cycling-challenge/ and complete the required Challenge’ for that Entry Period.</p> <p>If an entrant completes the required Cadel’s Winter Cycling Challenge for an Entry Period they will be entered into the corresponding Weekly Draw.</p> <p>If an entrant completes one (1) or more Cadel’s Winter Cycling Challenges during the Promotional Period they will be entered into the Major Prize Draw.</p>	
Cadel’s Winter Cycling Challenges:	Entry Period Cadel’s Winter Cycling Challenge	
	Week 1	Climb at least 1,000m in Week 1 with any number of bike rides – must be recorded via the entrant’s account in the Strava app
	Week 2	Ride at an average of at least 25km p/hour for a 25km ride in Week 2– must be recorded via the entrant’s account in the Strava app
	Week 3	Ride your own mini tour with a minimum of 4 rides in 4 consecutive days, and a minimum total of 120km across your mini-tour in Week 3 – must be recorded via the entrant’s account in the Strava app
	Week 4	Complete one ride of 70km or more in Week 4 – must be recorded via the entrant’s account in the Strava app
	<p><i>Entrants must log their rides on Strava, however manual uploads will not be eligible for the weekly or major prize. If utilising a tracking device such as Garmin, the entrant’s activity must be uploaded to Strava within the outlined date and time for each weekly challenge. Medibank reserves the right to withdraw entrants from receiving a weekly or major prize if there is evidence that the challenge was not completed on a non-electric bicycle or the Promoter has reason to believe that the entrant has not completed a challenge legitimately (eg. if a motorbike, car or electronic bike was utilised) or if the entrant has engaged in any unlawful or other improper misconduct calculated to jeopardise the fair conduct of the Promotion. 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. The Promoter’s legal rights to recover damages or other compensation from such an offender are reserved.</i></p> <p><i>Note: A list of compatible devices is here: https://support.strava.com/hc/en-us/articles/223297187-How-to-get-your-Activities-to-Strava</i></p>	
Entries permitted:	<p>Each entrant is permitted a maximum of one (1) entry into a Weekly Draw and a maximum of one (1) entry into the Major Draw.</p> <p>Each entry must be submitted in accordance with the entry instructions above.</p>	

Total Prize Pool:	Up to AUD \$10,982.84		
Prize Description	Number of this prize	Value (per prize)	Winning Method
<p>Major Prize: The Major Prize is a Cadel Evans bike experience in Barwon Heads for the winner and a friend (aged 18 years or older), and includes the following:</p> <ul style="list-style-type: none"> two (2) x return economy class flights from the winner's nearest capital city to Melbourne, Victoria (only provided if winner does not reside in Victoria); one (1) night twin-share accommodation (3-star minimum) in Victoria (exact accommodation venue determined by the Promotion); transfers or car hire (as determined by the Promoter) from Melbourne airport to the accommodation (only provided if winner does reside in Victoria); and a bike ride and brunch alongside Cadel Evans. Ride to occur sometime between 1 August and 30 November 2017, on a date to be determined by the Promoter and is subject to Cadel Evans availability. <p>If the winner resides in Victoria, the Promoter may at its direction also award the winner return transfers or car hire (as determined by the Promoter) for two (2) from their place of residence to the accommodation venue.</p> <p>Car hire (if awarded), will only be provided if the winner or their travel companion has a current, unrestricted driver's licence issued in an Australian State or Territory. If the winner or their companion does not meet this requirement, they will forfeit this element of the prize.</p>	1	Up to AUD\$7,500.00 depending on exact date and point of departure	Major Draw
<p>Week 1 Prize: The prize is \$1000 worth of Thule luggage and Softgoods from the range available on thule.com.au.</p> <p>Any unused portion of \$1,000 credit not spent by the winner will be forfeited. The prize must be redeemed in full by the time specified by the Promoter. The full \$1,000 credit must be redeemed in one transaction.</p>	1	AUD\$1,000.00	Weekly Draw 1
<p>Week 2 Prize: The prize is 1 x MET Helmet (Manta). Exact size of helmet awarded determined by the Promoter.</p>	1	AUD\$289.99	Weekly Draw 2
<p>Week 3 Prize: The prize includes the following:</p> <ul style="list-style-type: none"> TomTom Spark GPS sportwatch – Cardio + Music + Bluetooth headphone (with built in heart rate monitor, and a built-in music player, http://www.tomtom.com/en_au/sports/fitness-watches/) RRP\$399; Heart rate monitor chest strap (since they may want to put the watch on their handle bar to see the stats instead of putting it on their wrist) RRP\$89.95; Candence sensor RRP\$79.95; and Bike dock (for the user secure their watch around the handlebar) RRP\$24.95. 	1	AUD\$593.85	Weekly Draw 3
<p>Week 4 Prize: The prize is BMC alpenchallenge AC02 IGH Nexus 8 Bicycle.</p> <p>The prize is not transferrable or exchangeable and is not redeemable for cash. The prize value mentioned is the recommended retail value as provided by the supplier and is correct at time of printing. Prizes will be sent to the winners' closest nominated BMC dealer for assembly and pick up. It is the winners responsibility to pick up their prize. If BMC do not have your size available in the alpenchallenge AC02 IGH Nexus 8 at the time of drawing the winner may request to take a BMC bike of equal or lesser value.</p>	1	AUD\$1,599.00	Weekly Draw 4
Prize Conditions:	<u>Applicable to All Prizes:</u>		

	<p>No part of a prize is exchangeable, redeemable for cash or any other prize or transferable.</p> <p>Other prize conditions are specified in the Prize Description above.</p> <p><u><i>Additional Conditions Applicable to Major Prize only:</i></u></p> <p>Prize must be taken between 1 August and 30 November 2017, with exact travel dates to be determined by the Promoter to coincide with Cadel Evans availability. If the winner is unable to take the prize on the date/s required, they will forfeit the right to the prize in whole and will not receive cash or any other prize in lieu.</p> <p>If the prize (or part of the prize) is unavailable or there are unforeseen circumstances and any part of the Major Prize cannot be awarded, the Promoter, in its discretion, reserves the right to substitute or alter (e.g. in case of bad weather and ride not possible) the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.</p> <p>The prize requires the winner to contact the Promoter in order to book travel.</p> <p>The winner and his/her travel companion must depart from and return to the same departure point and travel together.</p> <p>Frequent flyer points will not be awarded and do not form part of the prize.</p> <p>Spending money, meals, taxes (excluding airline and airport taxes), travel insurance, transport to and from departure point, transfers, items of a personal nature, in-room charges and all other ancillary costs, unless otherwise specified in the prize description specified herein, are not included and are the responsibility of the winner.</p> <p>The winner may be required to present their credit card at check in.</p> <p>Prize is subject to the standard terms and conditions of individual prize and service providers.</p> <p>Travel itinerary will be determined by the Promoter in its absolute discretion.</p> <p>The winner and their companion must possess appropriate levels of fitness, health, skill, balance, dexterity and other personal characteristics so as to be able to safely undertake the bike ride with Cadel Evans ("Bike Experience"). The winner and their companion must carefully assess the levels of fitness, health, skill, balance, dexterity and other personal characteristics required of them for the Bike Experience. The winner and his/her companion for the prize must immediately withdraw from the Bike Experience if they may not satisfy any of the required levels of fitness, health, skill, balance, dexterity or other personal characteristics. The Promoter may require the winner and his/her prize companion to submit information relating to their fitness, health, skill, balance, dexterity or other personal characteristics. Acceptance of the winner and/or their travel companion following receipt of this information in no way: (a) constitutes a representation or assurance that the winner or their companion is suited to undertake the Bike Experience; or (b) relieves the winner or their companion of the obligation to assess the requirements of the Bike Experience and to withdraw if there is any doubt regarding their suitability.</p> <p>Subject to the terms and conditions of the participating prize provider(s), if for any reason the winner does not, once the prize has been booked, take the prize (or an element of the prize) at the time stipulated, then the prize (or that element of the prize) will be forfeited and will not be redeemable for cash.</p>
Winner notification:	The Promoter will verify whether a provisional winner has successfully complete the required 'Cadel's Winter Cycling Challenge' before awarding a prize.

	<p>The winners will be contacted by using the contact details on file with the Promoter (includes in writing) within two (2) business days of the draw. The winners will be published at http://medibank.com.au/livebetter/strava/the-winter-cycling-challenge/ on the dates specified below:</p> <table border="1" data-bbox="402 275 808 478"> <thead> <tr> <th>Prize</th> <th>Publication Date</th> </tr> </thead> <tbody> <tr> <td>Week 1 Prize</td> <td>30 June 2017</td> </tr> <tr> <td>Week 2 Prize</td> <td>7 July 2017</td> </tr> <tr> <td>Week 3 Prize</td> <td>14 July 2017</td> </tr> <tr> <td>Week 4 Prize</td> <td>21 July 2017</td> </tr> <tr> <td>Major Prize</td> <td>21 July 2017</td> </tr> </tbody> </table>	Prize	Publication Date	Week 1 Prize	30 June 2017	Week 2 Prize	7 July 2017	Week 3 Prize	14 July 2017	Week 4 Prize	21 July 2017	Major Prize	21 July 2017
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<p>Unclaimed Prizes:</p>	<p>The Major Prize must be claimed by 24 July 2017 at 12:00 pm AEST. In the event of an unclaimed Major Prize, the prize will be redrawn on 25 July 2017 at 12:00 pm AEST at Plexus, Level 2, 35 Little Bourke Street, Melbourne VIC 3000 Australia. The winner of this redraw will be notified by using the contact details on file with the Promoter (includes in writing) within two (2) business days of the redraw. The winner will be notified publicly (and their details published) at http://medibank.com.au/livebetter/strava/the-winter-cycling-challenge/ by 26 July 2017.</p> <p>Weekly Prize(s) must be claimed by 18 October 2017 at 12:00 pm AEST. In the event of an unclaimed Weekly Prize, the prize will be redrawn on 19 October 2017 at 12:00 pm AEST at Plexus, Level 2, 35 Little Bourke Street, Melbourne VIC 3000 Australia. The winner/s of this redraw will be notified by using the contact details on file with the Promoter (includes in writing) within two (2) business days of the redraw. The winner/s will be notified publicly (and their details published) at http://medibank.com.au/livebetter/strava/the-winter-cycling-challenge/ by 27 October 2017.</p>												

1. The entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
2. The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
3. Valid and eligible entries will be accepted during the Promotional Period.
4. Draws:
 - a) The draws will take place at Plexus, Level 2, 35 Little Bourke Street, Melbourne VIC 3000 Australia at 12:00 pm AEST using computerised random selection.
 - b) **Weekly Draws:** Entries open and close for each Weekly Draw on the dates/times specified below. The Weekly Draws will take place on the dates/times also outlined below.
 - i) The first valid entry drawn in each Weekly Draw will win the relevant Weekly Prize for that draw, as specified in the Schedule above.

Entry Period	Entries Open	Draw Date
Week 1	12.00am AEST 19 June 2017 – 11.59pm AEST 25 June 2017	26 June 2017
Week 2	12.00am AEST 26 June 2017- 11.59pm AEST 2 July 2017	3 July 2017
Week 3	12.00am AEST 3 July 2017- 11.59pm AEST 9 July 2017	10 July 2017
Week 4	12.00am AEST 10 July 2017- 11.59pm AEST 16 July 2017	17 July 2017

- c) **Major Draw:** The Major Draw will take place on 17 July 2017 at 12pm AEST.
 - i) The first valid entry drawn in the Major Draw will win the Major Prize, as specified in the Schedule above.
 - d) If a draw is scheduled on the weekend or a public holiday, the draw will be conducted at the same time and location on the following business day. The Promoter will ensure each draw is open for public scrutiny and anyone may witness the draw on request. The winner of a drawn prize is determined by chance.
5. All reasonable attempts will be made to contact each winner.

6. If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize by the time specified by the Promoter, or is unavailable at the time stipulated by the Promoter for travel, they forfeit the prize and the Promoter is not obliged to substitute the prize.
7. The value of the prizes is accurate and based upon the recommended retail value of the prizes (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the prizes after that date.
8. If a prize (or portion of a prize) is unavailable the Promoter reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and/or specification, subject to any written directions of a regulatory authority.
9. No entry fee is charged by the Promoter to enter the Promotion.
10. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.
11. Entrants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. The Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and its privacy policy which is located at <http://www.medibank.com.au/legal-information.aspx#privacy>. The Promoter's privacy policy contains information about how the entrant may access, update and seek correction of the personal information the Promoter holds about them and how the entrant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. The Promoter collects personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion and to the State and Territory lottery departments as required under the relevant lottery legislation. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. Personal information collected from entrants will not be disclosed to any entity located outside of Australia.
12. For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and State/Territory or postcode of residence.
13. It is a condition of accepting the prize that a winner and their travel companion may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a prize.
14. If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier and the provision of the prize is the sole responsibility of the third party and not the Promoter. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Conditions of Entry, to the extent of any inconsistency. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.
15. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).
16. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify suspend the Promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.
17. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.

18. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that there is a dispute concerning the conduct of the Promotion, the decision of the Promoter is final and binding on each entrant and no correspondence will be entered into.
19. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
20. The entrant will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.
21. Unless otherwise specified, a prize is a single event for the winner (and their guest) and cannot be separated into separate events or components.
22. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.
23. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
24. Authorised under: ACT Permit No. TP 17/00, NSW Permit No. LTPS/17/14089 and SA Permit No. T17/871