

Western Union 2022 Black Friday Digital Campaign Terms & Conditions ("Conditions of Entry")

Schedule				
Promotion:	Western Union 2022 Black Friday Digital Campaign			
Promoter:	Western Union Financial Services (Australia) Pty Ltd. (ABN 77 082 282 773) of Level 11, 10 Carrington Street, Sydney, NSW 2000 Australia, telephone +61418481246.			
Promotional Period:	Start date: 21/11/2022 at 12.01am AEDST End date: 30/11/2022 at 11:59 pm AEDST			
Eligible entrants:	Entry is only open to Australian residents who are 18 years.			
How to Enter:	To enter the Promotion, the entrant must complete a Western Union international money transfer via the Western Union APP or website (https://www.westernunion.com/au/en/home.html) during the Promotional Period.			
Entries permitted:	Multiple entries permitted subject to the following: a) only one (1) entry permitted per eligible international money transfer; and b) each entry must be completed in accordance with the entry requirements. Each entrant is eligible to win a maximum of one (1) prize (excludes SA residents).			
Total Prize Pool:	AUD \$10,000.00			
Prize Description	Number of this prize	Value (per prize)	Winning Method	Conditions
The prize is an AU\$1,000 Amazon e Gift card ("Prize").	10 (daily prizes)	AUD \$1,000.00	One draw for each day of the campaign	Any ancillary costs associated with redeeming the gift card are not included. Any unused balance of the gift card will not be awarded as cash. Redemption of the gift card is subject to any terms and conditions of the issuer including those specified on the gift card.
Draw Details:	There will be one (1) draw conducted for the entries received each day of the Promotional Period, for a total of ten (10) draws ("Daily Draw"). Subject to the starting and closing time of the Promotional Period, entries into each Daily Draw will open at 12am and close at 11.59pm AEDST each day. All Daily Draws will take place at Western Union Financial Services (Australia) Pty Ltd. (ABN 77 082 282 773) of Level 11, 10 Carrington Street, Sydney, NSW 2000 Australia, at 02:30 pm AEDST on 15/12/2022. For the removal of doubt, no draws will be conducted during the weekend or on a public holiday in NSW. Entries in each Daily Draw will NOT be entered into any subsequent Daily Draw(s). The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. The first valid entry drawn from each Daily Draw will win the Prize.			
Winner notification:	The winners will be contacted by using the contact details on file with Western Union within seven (7) business days of the draws by phone and in writing by email. The winners will be published in The Australian by 21/12/2022.			
Unclaimed Prizes:	Prizes must be claimed by 20/02/2023 at 02:30 pm AEDST. A draw for any unclaimed prizes may take place on 21/02/2023 at the same time and place as the original draw, subject to any directions from a regulatory authority. The winners, if any, will be notified within five (5) business days of the draw by phone and in writing by email. The winners, if any, will also be published in The Australian by 27/02/2023.			

1. Information on how to enter and the prize(s) form part of these Terms and Conditions. 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. Employees (and the immediate family members) of agencies/companies directly associated with the conduct of this Promotion, the Promoter, its distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter. "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 1st cousin.
5. All reasonable attempts will be made to contact each winner.
6. Subject to the unclaimed prize draw clause, 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, they forfeit the prize and the Promoter is not obliged to substitute the prize.
7. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
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 Western Union. Winner details will be passed onto Anisimoff Legal for the purposes of winner contact and publication, and LOUD to fulfil prize delivery. Entrants' personal information will be stored on Western Union's databases. Western Union may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. Western Union is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and their respective privacy policy which is located at <https://www.westernunion.com/content/wucom/global/en/privacy-statement.html>. The aforementioned privacy policy contains information about how an entrant/winner may access, update and seek correction of the personal information Western Union holds about them and how the entrant/winner may complain about any potential breach by Western Union of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. Western Union collects personal information about entrants/winners to enable them to participate in this Promotion and may disclose the entrants'/winners' 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 may be disclosed overseas, see Western Union's Privacy Policies for details.
12. It is a condition of accepting the prize that a winner may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a prize.
13. 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.

14. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective 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 promotion.
15. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and 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: (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 entry or prize 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 variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of a prize.
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 or 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) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper 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. 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 or indecipherable 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 will 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. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
20. 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).
21. Each 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.
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. TP22/02195 and SA Permit No. T22/1814.