

## Terms and Conditions



**Campaign:** Variety Petember Online Dog Dress Up Competition and Fundraiser

**Timing:** 1 July - 1 October 2021

**Activity:** Collect donations with your fundraising page to raise money for the provision of assistance dogs to children in need through Variety – the Children’s Charity Victoria

**Beneficiary:** Variety – the Children’s Charity Victoria.

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## Community Fundraising Guidelines

**Who can get involved:** Community fundraisers who are over the age of 16 can take part, (those under 16 will need parental consent to participate). Individuals, organisations, schools and community groups are all welcome to register.

### What are the responsibilities of a Community Fundraiser?

Where applicable, the approved Community Fundraiser:

- Shall not undertake any door to door, street sales or telephone based approaches for donations to be made in connection with the activity
- Is responsible for the coordination and management of the activity/ies, associated licences, required insurances, publicity and communications with Variety – the Children’s Charity of Victoria and the community, procurement of prizes, services, volunteers and personnel
- Assumes full responsibility for managing any activity relating to fundraising in an appropriate way and that the event is conducted and promoted in the organisers name
- Accepts and is responsible for minimising any risk associated with the fundraiser and is responsible for the safety of the event, volunteers and personnel and that it has the required minimum level of public liability cover
- Must disclose any prior or current criminal convictions before approval is awarded. Variety – the Children’s Charity is a child safe organisation and work to protect children from exposure to harm. By agreeing to these terms, the fundraiser confirms that they abide by the Variety Code of Conduct. Variety has the right to withdraw an entry at any time.
- Ensure children under the age of 16 collecting, handling or managing funds are under the supervision of a responsible adult over the age of 18.
- You are responsible for ensuring that your event/activity is conducted in accordance with relevant charities legislation and or regulations in the State or Territory which the fundraising activity is being held, and you must obtain any permits, authorities, licences and insurances needed. State Government permits can be required for the conduct of raffles or prize draws. Different States have their own legislation, which you should review before committing to any fundraising event/activity. Variety – the Children’s Charity of Victoria cannot provide legal advice to you and will not be liable

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for any breach of any relevant legislation, regulation or rule applicable to your fundraising event/activity.

- Upon completing your registration, Variety – the Children’s Charity of Victoria will automatically approve your entry associated with fundraising for Variety Petember.
- Before you can commence fundraising for Variety – the Children’s Charity of Victoria you must have completed your registration, agreed to these terms and conditions and received your registration email confirmation before you start fundraising. The fundraising period commences from 1 August 2020 to 31 October 2020 for Variety Petember

## Official Variety – the Children’s Charity Victoria receipts

- All donations made on your fundraising page will automatically be issued with a receipt which is emailed to the donor
- Donations of \$2 and over are tax deductible

## TERMS & CONDITIONS: Variety Petember Contest

1. Information on how to enter Variety Petember 2021 Contest (“Contest”) and the prizes form part of these conditions.

Entry (defined below) implies acceptance of these terms and conditions, and any amendments to them, which are final and binding in all respects. Entries must comply with these conditions to be valid.

Variety – the Children’s Charity of Victoria (“Variety”) reserves the right to disqualify any entrant from the Contest if, in its sole judgement, the entrant has not complied with these terms and conditions, has tampered with the operation of the Contest, or has engaged in any conduct that is detrimental or unfair to the Contest, or any other entrant.

By participating, entrants agree to be bound by these conditions.

2. By entering the Contest (“Entry”), entrants will be deemed to have read, understood and accepted these terms and conditions and the Privacy Notice, and consent to Variety using the photo and materials submitted to Variety in connection with the Contest (collectively, “Entry Materials”) as Variety deems appropriate (including all marketing associated with the Contest).

## Eligibility

3. The Contest is open to residents who own the animal that is subject of the Entry.
4. Anyone connected in a professional capacity with the Contest and that person’s immediate family members, and employees and contractors of the Variety and its affiliates or of the Prize Provider(s) (defined below).

## Prizes

5. There are eight major prizes to be won as part of this game of skill Contest. The prizes consist of:

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### Prizes 1 - 4

*Best Dress Up Winner of the Week. Winners announced 8, 15, 22 and 29 September 2021 on Instagram @VarietyPetember, \$500 FuzzYard Voucher x 4 and \$50 SCHMACKOS™ brand treat pack x 4 (one of each awarded per week of the contest period 1 - 30 September 2021)*

### Prizes 5 - 8

*Runner Up Dress Up of the Week. Winners announced 8, 15, 22 and 29 September 2021 on Instagram @VarietyPetember. \$200 FuzzYard voucher x 4 and \$50 SCHMACKOS™ brand treat pack x 4 (one of each awarded per week of the contest period 1 - 30 September 2021)*

In addition to the above prizes, satellite competitions and incentives linked with prizes will be held throughout the contest period (1 - 30 September 2021) and marketing campaign (1 July - 31 July 2021). These satellite competitions do not form part of these terms and conditions. Each satellite competition and incentive will have standalone terms and conditions.

Prizes are not transferable and cannot be redeemed for cash or any other incentives.

All taxes (excluding GST) which may be payable as a consequence of receiving a prize are the sole responsibility of the winner.

All other ancillary costs not already detailed in these terms and conditions including, but not limited to, insurance and ancillary travel costs (e.g. food) and any and all other expenses are the responsibility of the winner.

## Contest Period

6. The Contest opens to entries on 1 September at 9.01am AEST and closes at 23.59 AEST on 30 September 2021 (the "Contest Period").

## How to Enter

8. There is one way to Enter the Contest, via a dedicated fundraising page on Petember.com.au.
9. To enter, entrants must do the following during the Contest Period:

Upload and share a picture of their Pet on their dedicated fundraising page hosted by Petember.com.au on Variety - the Children's Charity Victoria Funraisin platform with the weekly theme by the closing date for that week's entry period as follows

Week 1 entries open 9.01am AEST Wednesday 1 September. Week 1 entries close 11.59pm AEST Sunday 5 September. Announced before 10am Wednesday 8 September.

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Week 2 entries open 9.01am AEST Wednesday 8 September. Week 2 entries close 11.59pm AEST Sunday 12 September. Announced before 10am Wednesday 15 September.

Week 3 entries open 9.01am AEST Wednesday 15 September. Week 3 entries close 11.59pm AEST Sunday 19 September. Announced before 10am Wednesday 22 September.

Week 4 entries open 9.01am AEST Wednesday 22 September. Week 4 entries close 11.59pm AEST Sunday 26 September. Announced before 10am Wednesday 29 September.

11. Entry Materials will not be returned to any entrant.
12. Your photo must be of your Pet. The photo must not include any other person or any animal that is not your Pet.
13. Your pet must not be in distress in the submission photo.
14. Variety will only accept Entries that are completed and submitted in the format designated. Incomplete Entries will not be accepted. Duplicate Entries are not permitted and will be disregarded. Proof of electronic submission will not be accepted as proof of receipt. All Entries are deemed to be entered into the Contest on the day of receipt by Variety.
15. By Entry and submitting Entry Materials, entrants:
  - a) grant to Variety, the right and license to use and publish the Entry Materials in any way(s) the Variety sees fit, including but not limited to dissemination by email and on the Petember.com.au website, Variety Petember Facebook page, Instagram account, TikTok and Twitter feed, Variety Victoria Facebook page, Instagram account and Twitter feed and associated partner sites and social media channels;
  - b) waive any moral rights in the Entry Materials and any materials incorporating the Entry Materials and any rights they may have to inspect or approve the activities; and release and discharge Variety from any claims or liability relating to Variety's reasonable use of that entrant's Entry Materials;
  - c) confirm that the Entry Materials do not infringe, and do not incorporate any material that infringes, the rights (including intellectual property, privacy and confidentiality) of any third party and the entrants release and discharge Variety from all claims and liability relating to any use of the Entry Materials including (without limitation) claims that the use of the Entry Materials breach any third party rights;
  - d) they will only submit an Entry which they have personally created or have the right to submit;
  - e) agree that Variety will not be obligated to use the Entry Materials for any purpose;
  - f) agree to Variety passing their personal details to the Prize Provider and any relevant third party for the sole purpose of administering the Contest (including contacting the entrant in the event they are a winner) and administering the Event; and
  - g) agree to take any further action (including, without limitation, execution of affidavits and other documents) reasonably requested by Variety to effect, perfect, or confirm Variety's ownership in the Entry Materials and any associated proprietary rights.

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### Winner Selection and Notification

16. This Contest is a game of skill, chance plays no part in determining the winner. A panel of judges appointed by Variety will choose the Petember 2021 weekly winners and recipients of the Prizes. They will choose the winner based on the photograph submitted as part of the entry and judging criteria, including, how happy the Pet looks, Originality, Creativity, Humour and Charisma.
17. The winner will be notified within three (3) business days of the end of the Contest Period by email, requesting the entrant reply to the message with their contact details ("Notification"). The winner will have five (5) days from the Notification to respond and confirm their acceptance of the Prize in writing by direct message on Instagram.
18. The winner name will be published via the Petember Instagram page @VarietyPetember and on Petember.com.au
19. If a selected winner (or any substitute winner) is ineligible, cannot be reached, or fails to claim their Prize within five (5) days of the Notification, that winner (or substitute winner) will forfeit the Prize. In that event, Variety will reconvene the judges 7 days post at the same time and place as the first judging in order to distribute prize and it will be awarded to a substitute winner. If, having attempted to contact a winner and a substitute winner, Variety is unable to award a Prize, Variety reserves the right to consider the Prize unclaimed.

### General

20. Prizes are not transferable and are not redeemable for cash. Variety's decision is final and no correspondence will be entered into.
21. Variety reserves the right to cancel or amend this Contest due to events or circumstances arising beyond its control. Variety has sole discretion in assessing these circumstances and its decision is final.
22. This Contest is in no way sponsored, endorsed, administered by or associated with Instagram. You understand that you are providing your information to Variety and not to Instagram. Variety takes no responsibility for Instagram or any other social media organisation or person using those services that access, use or publish your information. You understand that Variety is not liable for any losses or damages if this happens as set out below at 26.
23. In the event of any dispute, all submitted Entries will be deemed to have been submitted by the owner of the Petember.com.au fundraising page from which they were submitted.

### Privacy Notice

24. All information submitted in connection with this Contest will be treated in accordance with these terms and conditions and Variety's Privacy Notice available on [variety.org.au](http://variety.org.au).

### Non-Excludable Guarantees

25. Nothing in these Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 or similar consumer protection laws in the States and Territories of Australia ("Non-Excludable Guarantees").

## Terms and Conditions



## Waiver of Liability

26. To the extent permitted by law, neither Variety nor the Prize Provider(s) will be responsible or liable for:
- (i) any failure to receive entries due to transmission failures, technical or telecommunications problems or other conditions beyond their reasonable control;
  - (ii) any late, lost, misrouted, garbled or distorted or damaged transmissions or entries;
  - (iii) any disruptions, injuries, losses or damages caused by events beyond their reasonable control; or any printing or typographical errors in any materials associated with the Contest.

## General Release

27. To the extent that the Variety is permitted by law to do so, and subject to clause 25 above, in no event will the Variety be liable for any:
- a) loss or damage, including any special, consequential, indirect, incidental or exemplary loss or damage; or
  - b) death, personal injury, or property damage suffered or incurred by an entrant or their pet as a result of their participation in the Contest or their acceptance of any prize, except to the extent that such death, personal injury, property damage or other loss or damage is caused by the Variety's negligence, fraud or wilful misconduct.
28. Prizes are subject to the terms and conditions of the various third party prize suppliers ("Prize Providers"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, Variety is not responsible for and excludes all liability for any loss or damage suffered by a participant as a result of the conduct of a Prize Provider.

## Copyright

29. The Contest and all accompanying materials are copyright protected by Variety and its affiliates.
30. All rights reserved.
31. Promoter: Variety the Children's Charity of Victoria, H74, 63 Turner Street, Port Melbourne VIC 3207.

Variety – the Children's Charity of Victoria run satellite incentives throughout the campaign from 1 July – 30 September 2021. Terms and conditions available here.

<https://fundraise.variety.org.au/getasset/VQE3LE>

# Satellite T & Cs

## Sign on Incentive – Bandana Reward Terms & Conditions

### Promoter name and address

Variety – the Children’s Charity Victoria, H71, 63-85 Turner Street, Port Melbourne, Victoria 3207

ABN 80 145 257 414

The opening & closing dates for the Petember Sign On Incentive

Open 0:01am AEST 1 July 2021 closes 11.59pm AEST 30 September 2021.

### Purpose of the Incentive

The incentives encourages dog owners to sign on to Variety Petember to enter our dog dress up fundraiser and awareness campaign for Variety – the Children’s Charity Victoria (“Variety”). The campaign funds assistance dogs for kids living with disability in Victoria.

### How will participants earn the award?

All registered Variety Petember entrants who complete sign on by 11.59pm AEST 30 September 2021 and make a personal donation of \$1 or more on their Petember fundraising page as part of their registration will receive a SCHMACKOS™ Brand bandana (“Award”) provided by SCHMACKOS™ and distributed by Variety.

### Award

SCHMACKOS™ Brand bandana provided by SCHMACKOS™ valued at \$3.

### How will the entrant receive their award?

The Variety Petember Campaign Manager will post the award to the address provided by the registered entrant on sign up to Variety Petember at [Petember.com.au](http://Petember.com.au)

### Liability

The award must be taken as stated and no compensation will be payable if the winner is unable to use the award. The award is not exchangeable or redeemable for cash or other goods or services. Variety – the Children’s Charity Victoria and its prize partner will not be liable for any loss, damage or personal injury whatsoever (including but not limited to direct, indirect and consequential loss) suffered or sustained in connection with this competition, the promotion of this competition or the use of any award or prize.

### Privacy Statement

The Promoter collects challenge participants’ personal information via the Funraisin fundraising portal and abides by the privacy statement and conditions of data collection set out on Variety and Funraisin website.

## Sign on FuzzYard Incentive Terms & Conditions

### Promoter name and address

Variety – the Children’s Charity Victoria, H71, 63-85 Turner Street, Port Melbourne, Victoria 3207

ABN 80 145 257 414

The opening & closing dates for the Petember Sign On FuzzYard Incentive

Open 0:01am AEST 1 August 2021 closes 11.59pm AEST 31 August 2021.

### **Purpose of the Incentive**

The incentives encourages dog owners to sign on to Variety Petember to enter our dog dress up fundraiser and awareness campaign for Variety – the Children’s Charity Victoria (“Variety”). The campaign funds assistance dogs for kids living with disability in Victoria.

### **How will participants enter the draw?**

All registered Variety Petember entrants who complete sign on before 11.59pm AEST 31 August 2021 will go in the draw for a FuzzYard promo code valued at \$150AUD to be redeemed on FuzzYard.com.au

### **How will the winners be drawn?**

Winning entries will be drawn randomly at 10:00am AEST on 01/09/2021. The first valid entry drawn will win the prize listed below.

### **Prize detail**

FuzzYard promo code to the total value of \$150 AUD.

### **The minimum age of participants**

The Petember Sign On FuzzYard Incentive is open to all ages however, if the competition winner is under 18 years of age, the prize must be claimed by someone 18 years or older.

### **How will the winners be notified?**

The Variety Petember Campaign Manager will notify the winners within two working days of the draw via email.

### **How the result of the incentive will be published?**

The winners will be published on the Variety Petember webpage Petember.com.au

### **Liability**

The award must be taken as stated and no compensation will be payable if the winner is unable to use the award. The award is not exchangeable or redeemable for cash or other goods or services. Variety – the Children’s Charity Victoria and its prize partner will not be liable for any loss, damage or personal injury whatsoever (including but not limited to direct, indirect and consequential loss) suffered or sustained in connection with this competition, the promotion of this competition or the use of any award or prize.

### **Privacy Statement**

The Promoter collects challenge participants’ personal information via the Funraisin fundraising portal and abides by the privacy statement and conditions of data collection set out on Variety and Funraisin website.

## **Raise the Ruff Incentive Terms & Conditions**

### **Promoter name and address**

Variety – the Children’s Charity Victoria, H71, 63-85 Turner Street, Port Melbourne, Victoria 3207

ABN 80 145 257 414

The opening & closing dates for the Raise the Ruff Incentive.

Open 0:01am AEST 8 September 2021 closes 11.59pm AEST 8 September 2021.



### **Purpose of the Incentive**

The incentives encourages Variety Petember entrants to receive donations over \$20 before 11.59pm AEST 8 September 2021. Donations support assistance dogs for kids living with disability in Victoria.

### **How will participants be entered into the draw to win?**

All registered Variety Petember participants who receive a donation of \$20 or more and all donors who donate over \$20 between 0:01am AEST 8 September 2021 and 11.59pm AEST 8 September 2021 will be automatically entered into the draw to win the prize outlined below.

### **How will the winners be drawn?**

Winning entries will be drawn randomly at 10:00am AEST on 09/09/2021. The first valid entry drawn will win the prize listed below.

### **The minimum age of participants**

The draw is open to all ages however, if the competition winner is under 18 years of age, the prize must be claimed by someone 18 years or older.

### **Prize**

The winner of the Raise the Ruff Incentive will receive a \$250 voucher from FuzzYard.

### **How will the winners be notified?**

The Variety Petember Campaign Manager will notify the winners within two working days of the draw via email.

### **How the result of the incentive will be published?**

The winners will be published on the Variety Petember webpage [Petember.com.au](http://Petember.com.au)  
The prize must be taken as stated and no compensation will be payable if the winner is unable to use the prize. The prize is not exchangeable or redeemable for cash or other goods or services. Variety – the Children’s Charity Victoria and its prize partner will not be liable for any loss, damage or personal injury whatsoever (including but not limited to direct, indirect and consequential loss) suffered or sustained in connection with this competition, the promotion of this competition or the use of any prize.

### **Privacy Statement**

The Promoter collects challenge participants’ personal information via the Funraisin fundraising portal and abides by the privacy statement and conditions of data collection set out on Variety and Funraisin website.

## **SupPAWt a Friend Incentive Terms & Conditions**

### **Promoter name and address**

Variety – the Children’s Charity Victoria, H71, 63-85 Turner Street, Port Melbourne, Victoria 3207

ABN 80 145 257 414

The opening & closing dates for the SupPAWt a Friend Incentive

Open 0:01am AEST 15 September 2021 closes 11.59pm AEST 15 September 2021.

### **Purpose of the Incentive**

The incentives encourages Variety Petember participants to support another 2021 Variety Petember participants fundraising by making a donation before 11.59pm AEST 15 September 2021. Donations support assistance dogs for kids living with disability in Victoria.

**How will participants be entered into the draw to win?**

All registered Variety Petember participants who donate to another 2021 Variety Petember participants fundraising page between 0:01am AEST 15 September 2021 and 11.59pm AEST 15 September 2021 will be automatically entered into the draw to win the prize outlined below.

**How will the winners be drawn?**

Winning entries will be drawn randomly at 10:00am AEST on 16/09/2021. The first valid entry drawn will win the prize listed below.

**The minimum age of participants**

The draw is open to all ages however, if the competition winner is under 18 years of age, the prize must be claimed by someone 18 years or older.

**Prize**

The winner of the Raise the Ruff Incentive will receive a \$500 voucher from FuzzYard.

**How will the winners be notified?**

The Variety Petember Campaign Manager will notify the winners within two working days of the draw via email.

**How the result of the incentive will be published?**

The winners will be published on the Variety Petember webpage [Petember.com.au](http://Petember.com.au)  
The prize must be taken as stated and no compensation will be payable if the winner is unable to use the prize. The prize is not exchangeable or redeemable for cash or other goods or services. Variety – the Children’s Charity Victoria and its prize partner will not be liable for any loss, damage or personal injury whatsoever (including but not limited to direct, indirect and consequential loss) suffered or sustained in connection with this competition, the promotion of this competition or the use of any prize.

**Privacy Statement**

The Promoter collects challenge participants’ personal information via the Funraisin fundraising portal and abides by the privacy statement and conditions of data collection set out on Variety and Funraisin website.

**Ten Frens Incentive Terms & Conditions****Promoter name and address**

Variety – the Children’s Charity Victoria, H71, 63-85 Turner Street, Port Melbourne, Victoria 3207

ABN 80 145 257 414

The opening & closing dates for the Ten Frens Incentive

Open 0:01am AEST 22 September 2021 closes 11.59pm Sunday 26 September

**Purpose of the Incentive**

The incentives encourages Variety Petember participants to fundraise and receive donations from ten different sources before 11.59pm AEST 26 September 2021. Donations support assistance dogs for kids living with disability in Victoria.

**How will participants be entered into the draw to win?**

All registered Variety Petember participants who receive donations from ten different sources page between 0:01am AEST 22 September 2021 and 11.59pm Sunday 26 September will be automatically entered into the draw to win the prize outlined below.

**How will the winners be drawn?**

Winning entries will be drawn randomly at 10:00am AEST on 27/09/2021. The first valid entry drawn will win the prize listed below.

**The minimum age of participants**

The draw is open to all ages however, if the competition winner is under 18 years of age, the prize must be claimed by someone 18 years or older.

**Prize**

The winner of the Raise the Ruff Incentive will receive a \$500 voucher from FuzzYard.

**How will the winners be notified?**

The Variety Petember Campaign Manager will notify the winners within two working days of the draw via email.

**How the result of the incentive will be published?**

The winners will be published on the Variety Petember webpage [Petember.com.au](http://Petember.com.au)  
The prize must be taken as stated and no compensation will be payable if the winner is unable to use the prize. The prize is not exchangeable or redeemable for cash or other goods or services. Variety – the Children’s Charity Victoria and its prize partner will not be liable for any loss, damage or personal injury whatsoever (including but not limited to direct, indirect and consequential loss) suffered or sustained in connection with this competition, the promotion of this competition or the use of any prize.

**Privacy Statement**

The Promoter collects challenge participants’ personal information via the Funraisin fundraising portal and abides by the privacy statement and conditions of data collection set out on Variety and Funraisin website.

**2021 Petember Matched Giving Day****Terms + Conditions**

*Variety Petember’s matched giving day runs from 09:00:00 a.m. AEDT to 23:59:59 p.m. AEDT on Friday 17 September 2021, or until matching funds run out.*

All donations made to a current Petember 2021 participant up to the value of \$10,000 AUD on the [Petember.com.au](http://Petember.com.au) website confirmed by a donation receipt from 09:00 am Australian Eastern Standard Time on Friday 17th September 2021 until the \$10,000 AUD cap is reached, or 11:59 pm Friday 17th September 2021, will be matched by our generous sponsor. Matched donations will appear on your fundraising page automatically. Variety – the Children’s Charity will notify participants via our [Petember Instagram Page](#) when the dollar match runs out.

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### COLLECTION NOTICE

1. Variety the Children's Charity of Victoria, H74, 63 Turner Street, Port Melbourne VIC 3207 ("Variety") collects your personal information (name, date of birth, address, contact numbers and email) when you enter this Contest for the purposes of your entry into the Contest.
2. If Variety does not collect your personal information, you will not be able to participate in the Contest or claim a prize.

Variety may disclose this personal information to third parties, including agents, contractors, service providers or prize suppliers, and as required to Australian regulatory authorities, for the purpose of processing and conducting this promotion.

3. Variety's Privacy Policy contains information about how you may access and seek correction of the personal information that is held by Variety, how you may complain about a breach of the Australian Privacy Principles or a registered privacy code that binds Variety and how Variety will deal with such a complaint. You can contact Variety by mail to Attention: CEO, Variety the Children's Charity, PO Box 1076, South Melbourne, VIC 3205.

Variety's Privacy Policy may be found at <https://www.variety.org.au/vic/search/privacy/>