

Terms and Conditions

Programmed Work and Smile Selfie Challenge

- 1) This competition is known as the Work and Smile Selfie Challenge ("the Competition").
- 2) The Competition is being run by Programmed 23 001 382 010 of 47 Burswood Road, Burswood, Western Australia, 6100 ("Programmed"). Programmed is the promoter of this Competition.
- 3) Instructions on how to enter this Competition, and other details contained within promotional advertisements prepared by or for Programmed for this Competition, form part of these Terms and Conditions of entry to the Competition ("Terms & Conditions").
- 4) By entering and/or participating in the Competition, each entrant to this Competition ("Entrant") agrees to abide by and shall be deemed to have agreed to and accepted these Terms & Conditions.
- 5) The Competition commences at 10:00 am Australian Eastern Standard Time (AEST) on 26 June 2024.
- 6) The closing time for entering the Competition will be advised when confirmed by Programmed.

How to Enter

- 7) To enter the Competition, an Entrant must satisfy the following criteria:
 - a) Submit a selfie (photo or video, individual or a team) and their Work and Smile reason 'Why' through the designated submission form within the timeframes outlined throughout the Competition
 - b) Include all necessary details as indicated on the form (including email address)
 - c) Agree to have their submission shared with Programmed through a monthly update
 - d) Be a current employee of Programmed; and
 - e) abide by these Terms & Conditions.
- 8) Entry to the Competition is free.
- 9) Entrants will be responsible for all costs and expenses associated with entering and participating in the Competition, which may include costs associated with accessing the internet, printing the competition entry forms, creating videos, images or written entries, or emailing Programmed.
- 10) Entrants may make more than one submission per month, however can only win the Competition once a quarter and will be eligible for one Prize only.
- 11) Submissions to the Competition may be made on behalf of an individual/a team, with the Prize awarded to the individuals featured in the submission.
- 12) One Prize will be awarded per winning submission (for both individual and team submissions).
- 13) Entries are deemed to be received at the time of receipt into Programmed's submission form and not at the time of transmission by the Entrant.

Prize

- 14) Programmed will offer one e-gift card to the value of \$250 AUD to one winning submission once a quarter, awarded at the end of the period.
- 15) The e-gift card is valid for the date or period as indicated on the gift voucher and is subject to the conditions stipulated by the third-party provider of the gift voucher.
- 16) The Prizes are not redeemable for cash or an alternative prize.
- 17) The Prizes are not transferrable.

- 18) An Entrant must comply in all respects with these Terms & Conditions to be eligible for the Prize.

Prize Draw

- 19) A 'top selfie' will be highlighted on a monthly basis throughout the quarter and shortlisted for the quarterly Prize.
- 20) At the end of the quarter period, all 'top selfies' will be shared and voted upon by Programmed Facility Management team members through a form over a 2-week period, communicated via email, FM NewsHub, and the Programmed Facility Management intranet feed.
- 21) The Prize Winner will be determined by the highest number of votes submitted.
- 22) Each Prize Winner will be contacted within 5 days of the draw via the email address used by the Entrant in accordance with paragraph 7.
- 23) If the winning submission was made on behalf of another individual/team, the Entrant is required to inform the individual/team and pass on the Prize to the Prize Winners.
- 24) The Prize will be sent via email as a digital e-gift card only.
- 25) It is the Prize Winner's responsibility to provide the correct email address for receiving the e-gift card.

General

- 26) Programmed may, in its sole and absolute discretion, suspend or terminate this Competition at any time.
- 27) Programmed reserves the right to vary these Terms & Conditions at any time at its sole and absolute discretion. Any such variation will come into effect as at the date notified and published by Programmed.
- 28) Programmed reserves the right to deem anyone ineligible for the Prize for any reason or no reason, with or without notice. Incomplete or indecipherable entries will be deemed invalid at Programmed's sole and absolute discretion.
- 29) Except for liability which cannot be excluded by law, Programmed (including its related bodies corporate, employees, agents and representatives) is not responsible or liable and shall not be held legally liable or responsible in any manner whatsoever for loss (including, without limitation, indirect, special or consequential loss or loss of profits), cost, expense, damage, personal injury or death which is suffered or incurred (whether or not arising from any person's negligence) either during or after the Competition and arising in any way out of:
- a) this Competition or a Prize;
 - b) any accident, loss, injury or damage to any individual or property whether direct or indirect, whether in contract, tort, negligence or otherwise arising out of or in connection with the Competition or the Prizes;
 - c) any element of a Prize being lost, stolen, damaged or tampered with in any way before it reaches the Prize Winner or after it has been released to the Prize Winner;
 - d) any undelivered emails due to an Entrant's spam filters or email settings or any technical difficulties or equipment malfunction;
 - e) any variation in the value of the Prize from the time of printing promotion materials;
 - f) any failure or inability to provide or delay in providing a Prize; or
 - g) any breach of these Terms & Conditions or any term implied by law (including by statute) by Programmed, its related bodies corporate or their respective employees, agents or representatives.
- 30) Programmed and its related bodies corporate accept no responsibility whatsoever for any tax liabilities or implications that may arise from winning or receiving the benefit of a Prize and independent financial advice should be sought by the respective Prize Winner. Any liability for tax that applies in connection with the Competition and the provision of the Prize is the sole responsibility of the Prize Winner.
- 31) Subject to legal requirements to the contrary, the superannuation guarantee levy will not be paid in respect of any Prize.
- 32) Programmed may, in its sole and absolute discretion, prohibit an Entrant's participation in this Competition, cancel a Prize or otherwise cease to provide any benefit of a Prize to a Prize Winner if the Entrant or the Prize Winner, in

the opinion of Programmed, is under the influence of alcohol or any other drug, behaves aggressively or offensively, or behaves in a manner which may diminish the good name or reputation of Programmed or any of its related bodies corporate (or of the business of Programmed or any of its related bodies corporate), is contrary to law or is otherwise inappropriate.

- 33) Programmed is not responsible for any technical difficulties with the mechanism for entry to this Competition. Programmed accepts no responsibility for any entries not received for any reason.
- 34) Programmed's decision will be final and no correspondence will be entered into.
- 35) If the Entrant has a complaint about the Competition, please contact yasmin.delaine@programmed.com.au.
- 36) These Terms & Conditions are governed by and will be construed in accordance with the laws of the State of Victoria. Entrants irrevocably submit to the jurisdiction of the courts and tribunals in insert State.
- 37) Persons conducting the Competition including any person who determines the Prize Winner are not eligible to participate in the Competition.

Privacy

- 38) The Prize Winner's name will be published and communicated to Programmed employees via internal channels. By entering the Competition, Entrants grant Programmed permission to use their full name and location and employment position on internal channels indefinitely.