

Terms and Conditions
2025 Funlab School Fundraising promotion (“Promotion”)

Particulars

This table sets out the particulars of the Promotion.

Name of promotional competition (Promotion)	2025 Funlab School Fundraising promotion
Promoter	The Herald & Weekly Times Pty Limited ABN: 49004113937
Promotion period starts	10 am (AEDST) February 11, 2025
Promotion period ends	11:59pm, (AEDST) April 2, 2025
Eligibility requirements	<p>This competition is open to primary and secondary schools in Victoria which meet these eligibility requirements. To be eligible, a primary or secondary school (not including a home-school) registered and located in Victoria must create a school team to participate in Herald Sun Transurban Run for the Kids and create a corresponding school team online fundraising page on the official 2025 Herald Sun/Transurban Run for the Kids online fundraising platform managed by GoFundraise: https://runforthekids.gofundraise.com.au/, with the same team name.</p> <p>The individual creating the School team fundraising page must be a resident of Victoria. The individual is not the competition entrant and is not eligible to win a prize under this Promotion.</p> <p>The individual creating the School team fundraising page must have permission from the school they are representing to participate in this Promotion.</p> <p>To be eligible, a school team must meet the Fundraising Requirement. The Fundraising Requirement is that the fundraising total for the school team, as displayed on the 2025 School Team Fundraising page at https://runforthekids.gofundraise.com.au/, must be greater than the Threshold Amount at 11:59pm (AEDST) on Wednesday, April 2, 2025 (the “Deadline”). The Threshold Amount will be determined separately for each of the two categories of primary schools and secondary schools (so that the Threshold Amount for one category may not be the same for both categories). The Threshold Amount for a school category will be \$1000 provided there are at least 2 eligible entrants which meet the Fundraising Requirement if that is the Threshold Amount and if not then the Threshold Amount for a school category will be \$500 provided there are at least 2 eligible entrants meet the Fundraising Requirement if that is the Threshold Amount and if</p>

	<p>not then the Threshold Amount for a school category will be \$50 provided there are at least 2 eligible entrants which meet the Fundraising Requirement if that is the Threshold Amount. If none of those Threshold Amounts create 2 or more eligible entrants in a category then no prize will be awarded for that category.</p> <p>A school which meets the above eligibility criteria will be entered into either the primary school category or secondary school category as appropriate based on which type of school it is. If a school which meets the above eligibility criteria offers both primary and secondary year schooling, it will be entered into the primary school category only.</p>
Limit on number of entries for any one school	One entry per school
How to enter	<p>All Victorian schools which meet the eligibility requirements by 11:59pm (AEDST) on Wednesday, April 2, 2025, will be automatically entered into the draw to win the Prize.</p> <p>For the avoidance of doubt, fundraising generated outside of the official online fundraising platform https://runforthekids.gofundraise.com.au/ or on a different online fundraising platform cannot be included in the Promotion.</p>
Promotion website	https://www.runforthekids.com.au
Prize	<p>Two x VIP School experiences hosted at a Victorian Archie Brothers, Strike Bowling or Holey Moley venue (the Prize). Each VIP event experience will include activities for 2 hours at the chosen venue, access for up to 150 attendees, dedicated Funlab host and selected food and beverage item for each attendee.</p> <p>Maximum prize value of \$20,000 (\$10,000 x one VIP school experience for a Victorian Primary School (Grade P-6) and \$10000 x one VIP school experience for one Victorian secondary school (years 7-12)</p>
Details of the prize draw	To be drawn by The Herald & Weekly Times Pty Limited by random computer selection at 4pm on Friday, April 4, 2025, at HWT Tower, 40 City Rd, Southbank VIC 3006.
Winner notification website (for publication of winner details)	www.runforthekids.com.au
Winner publication newspaper	Public notices section of the Herald Sun on Sunday, April 20, 2025.
Unclaimed prize draw	If needed, to be held at The Herald & Weekly Times,

	40 City Rd, Southbank VIC 3006 on Friday, July 11, 2025 at 4pm [AET].
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Terms and conditions

General

1. The above Particulars and information on how to enter and prizes forms part of the terms of entry. Entry into the Promotion is deemed acceptance of these terms and conditions. If there is any inconsistency between these terms and conditions and anything else that refers to this Promotion, these terms and conditions prevail.

Who can enter?

2. Entry is open to all Victorian schools who meet the eligibility requirements set out in the Particulars. Eligibility requirements must be met at the time of entry and at the time of determining prize winners.
3. The Promoter reserves the right at its sole discretion to request winning schools to provide proof of school location at the nominated prize delivery address and/or proof of entry validity or proof of fundraising page ownership in order to claim the prize. If a winning school cannot provide suitable proof, the winning school will forfeit the prize in whole and no substitute will be offered.

When to enter

4. Promotion opens and closes as set out in the Particulars (**Promotion Period**). Entries must be received by the Promoter in the Promotion Period.
5. All entries are deemed received at the time of receipt by the Promoter not at the time of transmission by the entrant.
6. Promoter accepts no responsibility for any late, lost misdirected, delayed, ineligible, incomplete or corrupted entries or delays in the delivery of entries due to technical disruptions, network congestion or for any other reason. SMS entries via the internet or computer generation and not attributable to a valid mobile phone account are invalid and will not be accepted.

How to enter

7. How to enter details are as set out in the Particulars.
8. Entrants must not:
 - (a) tamper with the entry process;
 - (b) engage in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion
 - (c) submit an entry that is not in accordance with these terms and conditions;
 - (d) use multiple email addresses, postal addresses, PO Box addresses or SIM cards to register multiple qualifying purchases or use any form of software or third-party application to enter multiple times (including scripting software) except where expressly permitted in these terms and conditions;

- (e) use a third party (including online competition entry site) to enter on their behalf, except where the entrant needs to use those services of that third party to enter due to a disability; or
- (f) engage in conduct in entering the Promotion which, in the opinion of Promoter, is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter.

If an entrant is found to have breached these terms and conditions including this clause, the entrant will be disqualified so that they will have all their entries invalidated, any claim to any prize will be invalidated and where such an entrant has already been awarded a prize before being found to have breached these terms and conditions, the entrant must immediately return any awarded prize to the Promoter.

- 9. The Promoter has sole discretion to determine if these terms and conditions have been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm or deny its suspicions in this regard and any failure to provide such requested documentation to the Promoter on request gives Promoter the right to disqualify the entrant. The Promoter's legal rights to recover damages or other compensation from any offender are reserved.

Number of Entries permitted

- 10. Only one entry is permitted per school. Where a school includes both primary school and secondary school year groups, the school will only be entered in the Primary School draw.

Draw and Notification of the winning schools

- 11. The winning school/s will be the school/s named in the valid entry submitted in accordance with these terms and conditions that is drawn as the winning entries in accordance with the Particulars. There will be one winner drawn for the primary school category (grades P-6 incl) and one winner drawn for the secondary school category (years 7-12 incl) subject to the eligibility requirements set out in the Particulars above.
- 12. If any particular draw is scheduled on a public holiday, the draw will be conducted on the following business day.
- 13. The Promoter's decision is final, and the Promoter will not enter into correspondence regarding the competition result or any other decisions the Promoter makes in connection with the Promotion.
- 14. The school/s will be notified by telephone or email within two days of the draw. Winner of the prize will be published using the School name on the Winner notification website set out in the Particulars approximately 24 hours after the draw and will remain on the website for a minimum of 30 days or published in the winner publication newspaper (as set out in the Particulars) within 7 days after the draw.
- 15. Prizes will be awarded to the School/s named in the winning entry. However, in a dispute, will be awarded to the school nominated by the account holder of the entry mechanism used to submit their entry (i.e. the fundraising page account holder).

16. If a School's contact details change during the Promotion Period, the School must notify the Promoter. A request to access or modify any information provided in an entry should be sent to the Promoter.
17. Subject to State Regulation, an unclaimed prize draw will take place as set out in the Particulars. The winner/s of the unclaimed prize draw will be notified by telephone or email within two days of that draw. Winner/s of prizes valued over \$250 will be published in The Herald Sun newspaper within 14 days of the unclaimed prize draw.

Prize on offer

18. Prizes are as set out in the Particulars.
19. Unless otherwise expressly stated, prize values are based on the recommended retail prices at the time of first publication of these terms and conditions (inclusive of GST). The Promoter accepts no responsibility for change in prize value between now and the ultimate prize redemption date.
20. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.
21. Prizes cannot be transferred, exchanged or redeemed for cash.
22. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements. It is the responsibility of the winning school/s to confirm such conditions with the prize supplier or other relevant third parties.
23. It is a condition of accepting the prize that the winning school/s may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.
24. All schools agree that if they win the prize, they will not, and their companions will not, sell or otherwise provide their story and/or photographs in relation to the taking of the prize, to any media or other organisation, without the Promoter's prior written consent. Photographs will be allowed to be taken only at the discretion of the Promoter and the prize provider.
25. If the Particulars specify a time/date by which a Prize must be taken, then if a winning school/s does not take the prize by that stipulated time/date, then the entire prize will be forfeited by the winning school/s and cash will not be awarded in lieu of the prize.
26. **Prize clauses**The following terms and conditions apply to the Prize:
 - a. Holey Moley Crown and Holey Moley Melbourne venues are excluded from the Promotion
 - b. Prize must be booked and used by winning school/s on a Monday, Tuesday or Wednesday, between the hours of 10am-3pm, with the date and time of the booking to be agreed between the winning schools and venue operator acting reasonably.
 - c. Prize must be booked and redeemed by December 31, 2025 excluding during blackout dates.
 - d. Blackout dates include Weekends, Victorian School Holidays, June 15, 2025 - July 31 2025 and November 15, 2025-December 25, 2025.

- e. Booking to redeem VIP experience must be made a minimum of 4 weeks in advance of intended School experience
- f. Prize must be redeemed by school/s as a single booking. Any unused credit will be void at the completion of the VIP experience
- g. Prize must be used by students of the winning school/s teachers, school staff and supervising adults only.
- h. Travel to and from the VIP School Experience venue is the responsibility of the winning School/s.
- i. Food and beverage items provided to School experience attendees will be of soft drink, water, shared pizzas and fries only. Other food and beverage items may be purchased by attendees.
- j. Any other costs associated with attendance of the School at the VIP experience will be the responsibility of the winning School/s.

Further Terms and Conditions

- 27. If for any reason this Promotion is not capable of running as planned, including (without limitation) due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, epidemic or pandemic, or public health order, the Promoter reserves the right in its sole discretion to take any action that may be available, and (without limitation) to cancel, terminate, modify or suspend the competition, subject to any direction given under State Regulation.
- 28. If the prize is unavailable, for whatever reason including (without limitation) due to causes beyond the control of the Promoter, including but not limited to natural disasters, acts of God, civil unrest, strike, war, act of terrorism, epidemic or pandemic, or public health order, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State and Territory legislation. It is a condition of accepting the prize that the winning school/s must comply with all the conditions of use of the prize and prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if the winning school/s is unable to use the prize as stated.
- 29. Without limiting the previous clause, if the prize includes attendance at an event which is cancelled for any reason beyond the control of the Promoter, including due to pandemic, epidemic, public health order or illness of a performer, the Promoter reserves the right to take action under either of the previous two clauses.

Delivery of prize

- 30. The winning school will need to arrange a time, date and location to redeem their prize with the venue operator.

Limitation of Liability

- 31. The Promoter does not exclude any rights and remedies in respect of goods or services under the Australian Consumer Law in the Competition and Consumer Act (2010) (Australian Consumer Law) which cannot be excluded, restricted or modified. However, the remainder of this clause will apply to the fullest extent permitted by

law and the Promoter shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prize/s (including without limitation due to attendance at an event or travel undertaken when there is any current health warning, epidemic or pandemic declared which would apply to or could be considered to impact, effect or apply to the relevant event or travel) except for any liability which cannot be excluded by law.

32. The Promoter is not responsible for any incorrect or inaccurate information, either caused by entrant or for any of the equipment or programming associated with or utilised in this competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.

Entry details and privacy

33. For the purposes of this Promotion, the Promoter collects and uses information about entrants, including for example their name, contact details and school name which are provided when registering to participate in or fundraising for, the 2025 Herald Sun/Transurban Run for the Kids. For the purposes of this Promotion, and in addition to any other purposes which are not dealt with under these terms and conditions, the Promoter collects and uses that information to run this competition, for the purposes described in the Herald Sun/Transurban Run for the Kids Privacy Policy and for the purpose of running this Promotion and awarding prizes. . The Promoter may disclose entrants' information to its related companies, including those located outside Australia. The Promoter may also disclose entrant information including the name and contact details of the entrant who creates the winning School team fundraising page/s, to the winning school/s to confirm eligibility and to facilitate prize redemption. The Promoter may disclose entrants' personal information to authorities and to prize providers (as described in clause 34 below) if they are a prize winner or otherwise as required by law. If entrants do not provide the Promoter with requested information, it may not be able to provide entrants with the Prize. Further information about how the Promoter handles personal information, how entrants can complain about a breach of the Australian Privacy Principles, how the Promoter will deal with a complaint of that nature, how entrants can access or seek correction of their personal information and the Promoter's contact details can be found in the Herald Sun/Transurban Run for the Kids Privacy Policy at <https://www.runforthekids.com.au/wp-content/uploads/2025/02/Privacy-Policy-2025-R4K.pdf>
34. The Promoter may disclose the winning schools' information to Funlab Pty Ltd (prize provider) to facilitate prize redemption. You can seek access to the information that Funlab Pty Ltd holds about you by contacting: privacy@fun-lab.com Funlab Pty Ltd will use and disclose your information in accordance with these terms and conditions and otherwise in accordance with the Funlab Pty Ltd privacy policy which you can see here: <https://fun-lab.com/fun-pass/privacy-policy>