

Competition Mail Rebate Scheme Terms and Conditions

Last updated October 2023

1. Interpretation and definitions

1.1. In these Terms and Conditions:

- (a) **“Australia Post”** means the Australian Postal Corporation.
- (b) **“Approved Competition”** means a competition approved by Australia Post for participation in the Scheme.
- (c) **“Competition Address”** means the Post Office Box address to which postal entries to an approved Competition must be sent.
- (d) **“Competition Mail Application Form”** means an Australia Post application required to be completed by Promoters in accordance with these terms and conditions to apply for approval for Scheme participation, either in hardcopy PDF format or online.
- (e) **“Claim Form / Recipient Created Tax Invoice”** means the Claim for Rebate / Recipient Created Tax Invoice form as specified by Australia Post which is required to be delivered to Australia Post in accordance with these Terms and Conditions to claim a Rebate.
- (f) **“Competition”** means a game of skill or chance, promoted and conducted within Australia where the method of entry is by submission of an entry by post.
- (g) **“Competition Commencement Date”** means the date upon which Promotional Material for a Competition is first published, broadcast, delivered, disseminated or otherwise made available to the public.
- (h) **“Competition Mail”** means the mail delivered by post to the Competition Address and which consists of entries to the Approved Competition.
- (i) **“Competition Mail Delivery Record”** means the written statement prepared by Australia Post and delivered to the promoter, which records volumes of Competition Mail.
- (j) **“GST”** has the same meaning as in the A New Tax System (Goods and Services) Act 1999.
- (k) **“Promoter”** means an individual or corporation residing or incorporated in Australia which arranges, promotes and coordinates a Competition.
- (l) **“Promotional Material”** means any and all of the written and published material by which the promoter advertises a Competition to members of the public, including all rules of participation and entry, and entry forms or coupons.
- (m) **“Rebate”** means the payment made by Australia Post to the Promoter as a consequence of Australia Post’s acceptance of a Claim Form / Recipient Created Tax Invoice in accordance with these Terms and Conditions, and calculated by reference to the Competition Mail Delivery Record.
- (n) **“Scheme”** means the Australia Post Competition Mail Rebate Scheme.
- (o) **“Small Letter”** means an envelope with minimum dimensions of 88mm x 138mm x 5mm and maximum dimensions of 130mm x 240mm x 5mm, and weighs no more than 250g.
- (p) Words in the singular include the plural, and vice versa.
- (q) Any agreement, representation or warranty given by or made in favour of two (2) or more persons binds, and is for their benefit, jointly and severally.
- (r) The word "person" includes a firm, a body corporate, and incorporated association or an authority.

2. General

- 2.1. The Scheme is available to Promoters in respect of Approved Competitions only.
- 2.2. The Scheme applies only if a properly completed Competition Mail Application is submitted to, and approved by, Australia Post not less than 21 days prior to the Competition Commencement Date.

3. Applications

- 3.1. Competition Mail Application Forms must be completed by Promoters and submitted on line or forwarded to:

Australia Post
Competition Mail
PO Box 1030
STRAWBERRY HILLS NSW 2012;

Fax: (02) 9202 6060; or

Email: competitionmail@auspost.com.au.

- 3.2. A Competition Mail Application Form is not accepted until it is approved by Australia Post prior to the commencement date, and a unique code name or number allocated for the Approved Competition.

4. The Competition

- 4.1. The Competition must be registered and conducted strictly in accordance with any and all relevant and applicable State, Federal or local legislation, rules and guidelines including those relating to competitions, lotteries and gaming.
- 4.2. Without limiting the obligations imposed by clause 4.1, the Competition (and, where required by law, Promotional Material) must have and display as required, approval or permit numbers allocated in respect of the Competition as required by relevant legislation, rules and guidelines.
- 4.3. The Promoter must provide to Australia Post either:
 - (a) at the time of submission of a Competition Mail Application Form, (where approval or permit numbers in respect of the Competition have been allocated prior to the Competition Mail

Registration Form being lodged with Australia Post); or

- (b) subsequent to the time of submission of a Competition Mail Application Form (where approval or permit numbers in respect of the Competition have not yet been allocated at the time the Competition Mail Application Form is lodged with Australia Post),

full details of the approval or permit numbers allocated in respect of the Competition.

- 4.4. Where clause 4.4(b) applies, and the Competition Mail Application Form is submitted to Australia Post prior to issue of competition approval or permit numbers, the Promoter:

- (a) must supply such numbers to Australia Post as soon as reasonably practicable after their issue; and
- (b) acknowledges that the application for participation in the Scheme will lapse, and any and all articles carried for the Promoter will be carried at Australia Post's standard rates, in the event that regulatory approval of the Competition and/or issue of approval or permit numbers are withheld for any reason.

- 4.5. The Competition must involve a game of skill or chance. Cash back schemes and competitions requiring payment of an entry fee (other than purchase requirements) are not eligible for participation in the Scheme.

- 4.6. The Competition draw for allocation for prizes must not take place for at least five (5) clear days after the closing date for submission of entries specified in Promotional Material (unless otherwise specified by Australia Post).

- 4.7. If requested to do so by the Promoter, Australia Post may facilitate the conduct of the Competition by offering supplementary Competition Mail services including:

- (a) the service of collecting and storing Competition entries at an Australia Post facility until after the closing date for submission of entries specified in Promotional Material;

- (b) thereafter allowing the Promoter to have access to Competition entries for the purposes of conducting the Competition draw in accordance with Competition rules, and relevant law; and
 - (c) arranging for secure disposal of Competition entries after the Competition draw has been conducted, and the Competition has concluded.
- 4.8. Details of any supplementary Competition Mail services which are to be provided by Australia Post, and details of the fees applicable to such supplementary services, shall be specified and agreed between the parties in writing in, or in conjunction with completion of, the Competition Mail Application Form.

5. Competition Mail

- 5.1. Competition Mail must be posted by competition entrants for delivery to the Promoter at the Competition Address.
- 5.2. A Competition Address must be a Post Office Box address to which Competition Mail is sent, unless otherwise agreed with Australia Post. The Australia Post General Terms and Conditions of the supply by Australia Post of a Post Office Box service shall apply to the Promoter's use of the Post Office Box, to the extent that the same are not inconsistent with these Terms and Conditions. These terms can be found [here](#). In particular: **section 6** ("domestic postal services") and the Post Office Box / Post Office Bag / Common Box / PO Box Plus / Electronic Notification Service Schedule apply to you. We encourage you to read these sections carefully.
- 5.3. Where Competition Mail is being delivered to a metropolitan area, all entries must be addressed and delivered to a mail centre where a Post Office Box name or number will be provided for the duration of the Competition.
- 5.4. Promoters will be required to comply with Australia Post's addressing principles. Where a return address is advised in, or pre-printed on, Promotional Material the correct address format is:

Name of competition
 Post Office Box number
 PLACE NAME / MAIL CENTRE STATE
 ABBREVIATION POSTCODE

- 5.5. No punctuation or underlining is to be used, and the last line of the address must be in capital letters.
- 5.6. Competition Mail addressed by hand shall, to the maximum extent possible, be addressed in the above mentioned form and Promoters must make every attempt to present return address guidelines as above in Promotional Material. Entrants should be encouraged to use envelopes pre-printed with postcode squares.
- 5.7. Competition Mail may at times be opened at random by authorised Australia Post employees in order to verify that the contents constitute an entry to an Approved Competition.
- ## 6. Mail volumes
- 6.1. Where a Promoter has entered into a separate Competition Mail Rebate Scheme agreement with Australia Post, the Terms and Conditions of that separate Competition Mail Rebate Scheme agreement relating to eligible mail volumes and rebate payments will prevail over these Terms and Conditions to the extent of any inconsistency. Where no such separate Competition Mail Rebate Scheme exists, the provisions of the remaining parts of this clause will apply.
- 6.2. Where an Approved Competition is conducted, wholly or partially, within or from Victoria, New South Wales or Queensland, it must generate a minimum of 15,000 full rate Small Letters within a period of three (3) months after the Competition Commencement Date for Rebate eligibility.
- 6.3. Where an Approved Competition is conducted in its entirety within South Australia / Northern Territory, Western Australia, Tasmania or the Australian Capital Territory it must generate a minimum of 5,000 full rate Small Letters over a period of three (3) months from the Competition Commencement Date for Rebate eligibility.

6.4. Where an Approved Competition is conducted, wholly or partially, within or from Victoria, New South Wales or Queensland for a period exceeding three (3) months, it must generate a minimum of 5,000 full rate Small Letters per month (in addition to the 15,000 full rate Small Letters referred to in clause 6.2) for Rebate eligibility.

6.5. Where an Approved Competition is conducted in its entirety within South Australia / Northern Territory, Western Australia, Tasmania or the Australian Capital Territory for a period exceeding three (3) months, it must generate a minimum of 2,000 full rate Small Letters per month (in addition to the 5,000 full rate Small Letters referred to in clause 6.3) for Rebate eligibility.

7. Rebate calculation

7.1. At the end of each day, Australia Post will record the number of eligible Small Letters received at the Competition Address. Upon request, Australia Post will supply a written statement of such record to the Promoter, constituting the Competition Mail Delivery Record.

7.2. No rebate will be paid or allowed until the Approved Competition has concluded, at which time the Promoter shall lodge a Claim Form/Recipient Created Tax Invoice.

7.3. The Claim Form / Recipient Created Tax Invoice is to be submitted to the address specified thereon.

7.4. Following calculation of the rebate, the value of the rebate will be paid by Australia Post to the Promoter's nominated account.

8. Warranties and Indemnity

8.1. By lodging a Competition Mail Application Form with Australia Post, the Promoter warrants to Australia Post that all applicable laws and regulations applying to the Competition have been fully complied with. The Promoter must indemnify Australia Post against any costs, charges, expenses, damages or loss which may be suffered by Australia Post, its agents or employees as a consequence of any breach of this warranty.

9. Disclaimer

9.1. Except as expressly set out in these Terms and Conditions, Australia Post disclaims all warranties, guarantees and conditions with respect to the Scheme, to the maximum extent permitted by law.

9.2. Nothing in clause 9.1 above excludes, restricts or modifies any right or remedy, or any guarantee, warranty or other term or condition implied or imposed by any law (including consumer guarantees under the Australian Consumer Law) that cannot lawfully be excluded or limited (a "**Non Excludable Condition**"). Where permitted by law, and provided it is reasonable to do so, we limit our liability for breach of a Non-Excludable Condition to either the resupply of the service, or paying the cost of resupplying the service, in respect of which the breach occurred.

10. Notices

10.1. A notice served or given by Australia Post to the Promoter shall be sufficiently delivered if left at, or sent by ordinary prepaid post, to the Promoter at its last known or usual place of address.

10.2. A notice required or served under these Terms and Conditions by the Promoter shall be sufficiently given to Australia Post if sent by ordinary prepaid post to:

Australia Post
Competition Mail
PO Box 1030
STRAWBERRY HILLS NSW 2012

11. General

11.1. Subject to clause 6.1, these Terms and Conditions and any other documents incorporated by reference contain the whole of the agreement between Australia Post and the Promoter for participation in the Scheme and supersede all previous agreements, understandings and negotiations on that subject matter. This clause 11.1 does not exclude a party's liability for false, misleading or deceptive statements or misrepresentations, whether oral or written.

- 11.2. Notwithstanding the above, these Terms and Conditions may be varied or added to from time to time by Australia Post on 30 days' notice in writing to the Promoter. If the Promoter does not agree with the variations or additions, it may withdraw from the Scheme by providing Australia Post with no less than seven (7) days' written notice of termination.
- 11.3. The Australia Post General Terms and Conditions shall apply to articles carried by Australia Post under or in connection with the Scheme, to the extent that the same are not inconsistent with these Terms and Conditions. These terms can be found [here](#). In particular: **section 1** ("commitments to each other"); **section 3** ("cover for loss or damage"); and **section 4** ("delivery & collection of mail and other postal services and requirements") apply to you. We encourage you to read these sections carefully.
- 11.4. These Terms and Conditions are governed by, and shall be construed in accordance with, the laws in force in the State or Territory in which Australia Post accepts a Competition Mail Application Form and gives approval for a Competition to participate in the Scheme.
- 11.5. No part of the Promotional Material may refer to the existence of the Scheme or to any arrangements a Promoter has, or may have with Australia Post.