

Samsung Uncovered Promotion

Terms and Conditions

Promoter	Samsung Electronics Australia Pty Ltd (ABN 63 002 915 648), 3 Murray Rose Ave, Sydney Olympic Park NSW 2127 (Samsung).
Social Media Entry Period	12.01am (AEDT) on 25/11/2024 to 11.59pm (AEDT) on 15/12/2024.
Voting Period	12.01am (AEDT) on 25/11/2024 to 11.59pm (AEDT) on 22/12/2024.
Who can enter?	Only Australian residents who are aged 16 or over. If you are under 18, you must get approval from your parent/guardian before you begin to create your entry (i.e. the video submission) and if you will be under 18 on the date the prize is awarded, it will be awarded to your parent or guardian. By approving your participation or by accepting any prize on your behalf, your parent or guardian accepts these conditions on your behalf and on their own behalf. Please ensure the T&Cs are provided to the parent or guardian.
Who can't enter?	The following persons cannot enter this competition: - Directors, officers, management and employees (and their immediate families) of: - the Promoter; and - the agencies, companies or participating premises associated with this competition. - If you are a professional skateboarder with a current contract with a brand or brands. - Anyone who has entered the "Samsung Uncovered – Voter's Incentive Competition" (25/11/2024 to 22/12/2024), which is a separate promotion run by the Promoter.
Website	www.samsunguncovered.com
Social Media Account	@samsungau (on Instagram)
Social Media Entry instructions	To enter, you must, during the Social Media Entry Period and in response to the Promoter's competition post on the Social Media Account, create a video submission on Instagram by: - accessing the Instagram application on your smart phone, tablet or desktop; - following the Social Media Account; - taking and editing (or arranging the taking and editing of) a video that demonstrates your best skateboarding trick, then uploading and sharing the video to Instagram (in your feed or reel); and - tagging the Social Media Account and including the hashtag #SamsungUncovered in your video submission. To be eligible for a minor prize you must use the Slam effect in Instagram (accessed via the effects section in Instagram) on your entry. For clarity, if you do not use the Slam effect Instagram effect you will still be eligible for the major prize, however, you will not be in the running for a minor prize. For clarity, you must complete all steps above in order for your entry to be complete. Your privacy settings must be set to public so the Promoter can access your entry. Entries must not appear to promote any goods or services other than those of the Promoter. The Promoter is not responsible if your mobile device/desktop is not sufficiently capable for the purpose of submitting an entry, including having the requisite video capability. Your entry may be used and reproduced, in whole or in part (including in edited form), by the Promoter and/or Slam Magazine across various channels, including the official Samsung and/or Slam Magazine social media accounts, and other media and materials

	for promotional or advertising purposes. You will not receive any compensation (other than the prizes awarded to winners) or royalties for use of your entry. Your entry must not depict any reckless conduct or any activity that breaches any law. By entering, you acknowledge that: (a) skateboarding tricks are inherently risky and dangerous; (b) you must ensure that you are physically and medically fit and able to undertake the skateboarding trick; and (c) you undertake your “best” skateboarding trick at your own risk; and (d) you must ensure that you wear recommended safety equipment, as appropriate for the duration of the activity.
How many winners will there be and how will they be chosen?	There will be 7 winners determined in respect of this competition – 1 major winner, 5 minor winners and 1 Voter’s Choice winner. This is a game of skill, chance plays no part in how any winner will be selected. A judging panel appointed by the Promoter will review each valid entry and will judge the entries to determine the winner based on technical skill, creativity, originality, brand suitability and how well the entry demonstrated the campaign theme. All valid entries will be reviewed by the Promoter and must meet the entry guidelines above. Chance plays no part in how such winners will be selected. The valid entry judged to be the best will win the major prize. The next 5 best entries judged will each win a minor prize. All judging decisions are as determined by the Promoter, in its discretion in accordance with these Terms and Conditions. If there are no suitable entries submitted, the Promoter reserves the right not to select a winner. Please see the ‘<i>Determination of Voter’s Choice Winner & Voting Process</i>’ section below for details on how the Voter’s Choice winner will be chosen. The Promoter may record additional reserve entries and note them in order, in case a winning entry/entrant is deemed invalid or a prize is unclaimed (Reserve Entrants).
Determination of Voter’s Choice Winner and Voting Process	There will be 1 Voter’s Choice winner. Voting Process During the Social Media Entry Period, each valid social media entry will (subject to these Terms and Conditions) be uploaded by the Promoter to the Website. Anyone can view the entries on the Website. During the Voting Period, only valid entrants of the Promoter’s separate competition (the “Samsung Uncovered – Voter’s Incentive Competition”) can, during the Voting Period, cast their vote on which entry they think has the best skateboarding trick by clicking the ‘Vote’ button next to the relevant entry from the Website gallery. Each person entitled to vote (under the separate “Samsung Uncovered – Voter’s Incentive Competition”) will only be permitted to vote once a day. For clarity, you cannot vote (and therefore cannot enter the Promoter’s separate “Samsung Uncovered Voter’s Incentive Competition”) if you have entered this competition and submitted a social media entry (per with the ‘<i>Social Media Entry instructions</i>’ section above). Determination of Voter’s Choice Winner (Game of Skill) At the end of the Voting Period, the entry that receives the most eligible votes (in accordance with the Voting Process above) will be deemed the Voter’s Choice winner. In the event of a tie breaker (2 or more valid entries receive the same highest number of votes), the Promoter or a judging panel appointed by the Promoter will review and judge each valid tied entry to determine the overall Voter’s Choice winner.
.What can I win?	There are 7 prizes available – 1 x Major prize, 5 x Minor prizes and 1 Voter’s Choice prize. Major prize The Major prize is valued at \$33,346 and consists of: • \$25,000 cash prize awarded via EFT to the winner’s nominated Australian bank account within 28 business days from receipt of bank details;

	• Samsung products consisting of 1x Galaxy Z Flip6 valued at \$1,799, 1 x Galaxy Buds3 valued at \$299, 1 x Galaxy Watch7 valued at \$549 & 1 x Galaxy Ring valued at \$699 (total value \$3,346); and • a feature in Slam Magazine (valued at \$5,000). Minor prizes Each Minor prize is valued at \$12,089 and consists of: • \$5,000 cash prize awarded via EFT to the winner's nominated Australian bank account within 28 business days from receipt of bank details; • Samsung products consisting of 1 x Galaxy Z Flip6 valued at \$1,799 & 1 x Galaxy Buds3 valued at \$299 (Total Value \$2,089); and • a feature in Slam Magazine (valued at \$5,000). Voter's Choice prize: The Voter's Choice prize consists of the following Samsung products (of 1x Galaxy Z Flip6 valued at \$1,799, 1 x Galaxy Buds3 valued at \$299, 1 x Galaxy Watch7 valued at \$549 (Total Value at \$2,647)). There is a limit of one prize per person. For example, if an entry has won a Major prize or Minor prize, it cannot win the Voter's Choice prize. For clarity, the 'Slam Magazine' feature element of the Major prize and Minor prizes does not give rise to an employment or agency relationship between any winner and Samsung and/or Slam Magazine. If you win a Major prize or Minor prize, you must, if required by the Promoter, sign a disclaimer and release form (including expressly consenting to any criminal history checks required by the Promoter) provided by the Promoter in favour of the Promoter and other parties before taking the prize. If you do not sign, or, if you do not pass the criminal history check to the Promoter's satisfaction, your entry will be deemed invalid and you will lose any entitlement to the relevant prize and the prize will be re-awarded to a Reserve Entrant.
Total prize pool	The Voter's Choice winner prize pool (awarded based on skill) is valued at \$2,647. The Minor prize pool (awarded based on skill) is valued at \$60,445. The Major prize pool (awarded based on skill) is valued at \$33,346. The overall total prize pool is \$96,438.
How many times can I enter?	Multiple social media entries are permitted, however each entry must be based on a separate/unique skateboarding trick and separate video. Each entry must be submitted separately in accordance with these Terms and Conditions.
How and when will the winners be informed?	Winners of the Major prize, Minor prize and Voter's Choice prize will be notified via private message via the Instagram account they used for entry.
Unclaimed prize/s	Major prize, Minor prize and Voter's Choice prize claim date: Each winner must claim their prize by the time and date stated in the private message sent to them. If any prize has not been accepted or claimed by the prize claim date above or if, after making all reasonable attempts, a winner can't be otherwise contacted (or a winner does not contact the Promoter) by the prize claim date above, the relevant entry/ies will be discarded and the Promoter will re-award the relevant prize/s to Reserve Entrant/s in descending of value and/or withdraw the prize/s as unawarded. Any such winner/s will be informed in writing by private message within 5 business days of determination.
Collection and use of your personal information	In addition to the forms of publicity for you and/or your entry mentioned above, the Promoter may ask you to consent to take part in additional publicity, photography and other promotional activity, without any compensation. In this case, you will be asked to consent to the Promoter using your name and image in any promotional or advertising activity before such activity takes place. Participation in any of the above additional promotional activity is not mandatory. The Promoter (and/or third parties on the Promoter's behalf) collects personal information in order to conduct this promotion and may, for this purpose, disclose such information to third parties, including, but not limited to, the publisher of Slam Magazine agents, contractors, service providers, Promotion suppliers and, as required, to Australian regulatory authorities. This may include disclosures to organisations outside Australia

	including in places such as South Korea, the Philippines, Singapore, Malaysia, the United States of America, Germany, China, the Netherlands, Vietnam, India, Japan, Ireland, Poland, Denmark, Mexico or Canada. The validity of an entry is conditional on providing this information. The Promoter may use the information for (subject to these Terms and Conditions) promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning a winner. By entering this competition, you consent to the Promoter keeping your personal information on its database to use for future marketing purposes, including contacting you by electronic messaging provided that where required by the <i>Spam Act 2003</i> (Cth), the Promoter includes a functional unsubscribe facility in each direct marketing communication it sends you that you may use to opt-out of any further such communications and provided that the functional unsubscribe facility complies with the <i>Spam Regulations 2021</i> (Cth). By entering, you consent to receive email or SMS messages (or messages to your Instagram account used for entry) from the Promoter without any functional unsubscribe facility if they relate primarily to the conduct of this competition. You can submit any request to access, update or correct your personal information held by the Promoter, or otherwise make any privacy enquiry or complaint by emailing the Promoter at privacy.au@samsung.com. These Terms and Conditions incorporate the Promoter's privacy policy and by entering the promotion, you accept the terms and conditions of the Promoter's privacy policy. For further details see https://www.samsung.com/au/info/privacy/.
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- 1 These Terms and Conditions incorporate and must be read together with the details outlined in the table above. Information about prizes and how to enter forms part of these Terms and Conditions. By entering, you accept these Terms and Conditions.

Entry

- 2 Your entry must be received during the Competition Period and will be deemed to be received only when accessed by the Promoter. The Promoter is not liable for any problems with communications networks outside its reasonable control. You are responsible for your own costs associated with entering. If you enter using automatically generated entries or multiple phone numbers/email addresses/addresses/aliases, you may be disqualified.
- 3 Each entry must be original. Entries may be edited, but not so as to give a misleading impression as to the performance of your skateboarding trick (for example by giving the impression that you completed a trick that you did not complete, or that the trick in your entry is substantially more difficult than the trick you actually completed). Entries must not be created using any generative artificial intelligence software.
- 4 You must not include any other person in your entry unless they have consented to you submitting their personal information in this competition. You must not include any person in your entry who is under the age of 18 years. You must ensure your entry does not contain any virus, malware or other malicious or inappropriate computer code or material. You acknowledge that your entry and your name may be made publicly available by the Promoter and may be accessible to the general public to view.

Intellectual Property

- 5 By submitting your competition entry, and in consideration for your entry being considered as part of this competition, you:
 - (a) agree that you will only submit videos in which you own the copyright, or that you have received the express consent from the copyright owner to submit and to sublicense the intellectual property rights in the video as set out in clause 5(b) below;
 - (b) grant to the Promoter and Slam Magazine Skateboarding Magazine (and its publisher) a non-exclusive, perpetual, worldwide, irrevocable, royalty-free, sub-licensable licence to use, copy, amend, alter, publish and exploit your entry and any part of your entry (including the intellectual property rights in the entry or other works contained in your entry);
 - (c) to the extent you are the creator of your entry, consent to any act or omission by the Promoter or its affiliates or any of their respective representatives, partners, licensees, sublicensees or successors in title, which would otherwise infringe any Moral Rights (as defined in the Copyright Act 1968 (Cth)) you hold in respect of any entry or other works contained in your entry; and
 - (d) warrant that your entry does not breach any third party rights (including intellectual property rights) and its use by the Promoter or any other person as permitted by these Terms and Conditions will not breach such rights nor otherwise breach any law (for example, it is not defamatory, in contempt of court or in breach of any privacy law).

- 6 The Promoter may decide not to publish an entry, to cease publication of an entry, or to publish an edited entry.
- 7 Your entry must not be obscene, offensive, malicious, defamatory, discriminatory, indecent or (in the Promoter's reasonable opinion) otherwise objectionable or inappropriate (for example it must not include nudity or language the Promoter deems offensive). It must comply with all relevant platform rules of the relevant Social Media Account platform(s).
- 8 You must follow the Promoter's Instagram Social Media Account up until the determination of the winner of any prize in order to be eligible to receive that prize.
9. You agree not to promote any competitor of the Promoter or Slam Skateboarding Magazine for three (3) months after winners are determined.

Prizes

- 10 Prizes and all elements of prizes must be taken as specified, as and when offered and cannot be altered or changed in any way by you or will be forfeited, and if forfeited, the Promoter will not be liable. If you forfeit the prize or any element of the prize for whatever reason, you will not be given cash or any alternative prize as a substitute. Prizes are subject to any additional terms and conditions imposed by the relevant supplier or the Promoter.
- 11 You are responsible for all other unspecified costs related to the prize, mobile or data plans, installation costs, costs associated with ongoing use of the prize, etc.
- 12 The Promoter is not responsible for any dispute between you and any person with whom you choose to, or choose not to, share a prize.
- 13 Where relevant, the Promoter accepts no responsibility if one or more of the events or activities awarded as part of the prize are abandoned, called off or postponed for any reason beyond the Promoter's reasonable control. In that case you forfeit your entitlement to that event/activity and the Promoter may provide another item of equal or higher value. Unless otherwise specified by the Promoter, you will not be given cash or any alternative prize as a substitute for this altered prize element.

General

- 14 Any material failure by you to comply with the conditions imposed by the prize supplier(s) may result in the prize being cancelled or withdrawn without liability for the Promoter or the prize supplier(s).
- 15 You must, if required by the Promoter, sign disclaimer and release forms provided by the Promoter in favour of the Promoter and other parties before taking the prize. If you do not sign, your entry will be deemed invalid and you will lose any entitlement to a prize.
- 16 If you or your entry are deemed by the Promoter to breach these Terms and Conditions materially your entry (or at the Promoter's discretion, all of your entries) may be discarded. The Promoter may, at any time, require you to produce documentation to establish to the Promoter's reasonable satisfaction the validity of your entries and/or verifying your identity (including documentation establishing your identity, age, place of residence and place of employment). Failure by the Promoter to enforce any of its rights at any stage does not waive those rights.
- 17 You must not:
 - (a) tamper with the entry process (including but not limited to manipulating the system via bots, script use, or any other means to circumvent the entry process);
 - (e) engage in any conduct that may jeopardise the fair and proper conduct of the competition;
 - (f) act in a disruptive, annoying, threatening, abusive or harassing manner;
 - (g) do anything that may diminish the good name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with this competition;
 - (h) breach any law; or
 - (i) behave in a way that is otherwise inappropriate.
- 18 The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, not identified, delayed, lost, incomplete, illegible or incorrectly submitted for reasons outside the Promoter's reasonable control.
- 19 If any dispute arises between you and the Promoter concerning the conduct of this competition or claiming a prize, the Promoter will take reasonable steps to consider your point of view, taking into account any facts or evidence you put forward, and to respond to it fairly within a reasonable time. In all other respects, the Promoter's decision in connection with all aspects of this competition is final.

- 20 Prizes cannot be transferred or exchanged nor (except where cash is specified) redeemed for cash. Without limiting any other term of these Terms and Conditions, all prizes (and elements of prizes) must be taken as and when specified, or will be forfeited with no replacement. The prize values are correct as at the date of preparing these Terms and Conditions and include any applicable GST. The Promoter is not responsible for any change in prize value. You agree that if a prize (or element of a prize) is unavailable for any reason the Promoter may provide another item of equal or higher value.
- 21 By entering, you request that your full address not be published.
- 22 If this competition cannot run as planned for any reason beyond the Promoter's control (for example due to software, hardware or communications issues, unauthorised intervention, tampering, fraud or technical failure, government directives, a pandemic, public health orders and the like), the Promoter may end, change, suspend or cancel the competition or disqualify affected entries/entrants.
- 23 The Promoter is not responsible for any tax implications arising from you winning a prize. You should seek independent financial advice. If for GST purposes this competition results in any supply being made for non-monetary consideration, you must follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.

Liability

- 24 You may have consumer rights under statute including under the *Competition and Consumer Act 2010* (Cth), which may be relevant to any issue or problem you encounter in relation to this competition and cannot be excluded or restricted. Nothing in these Terms and Conditions excludes or restricts those rights. See www.accc.gov.au for more information about those rights.
- 25 Subject to the previous paragraph, the Promoter and the agencies and companies associated with this competition are not liable (including in negligence) for any loss (including indirect, special or consequential loss or loss of profits), expense, damage, personal injury (including allergies, skin conditions or other reactions, as relevant), illness or death suffered in connection with this competition or any prize, except for any liability which under statute cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).
- 26 Without limiting the previous paragraphs, the Promoter and the agencies and companies associated with this competition are not liable for any loss of, damage to or delay in delivery of prize/s, or for any damage that occurs to displayed prize/s (where relevant), due to circumstances beyond the Promoter's reasonable control. Unless otherwise specified, prize/s will only be delivered to addresses in Australia.
- 27 This competition is in no way sponsored, endorsed or administered by, or associated with any social media platform, including Facebook, Instagram and X. You provide your information to the Promoter and not to any social media platform. You completely release any relevant social media platforms from any and all liability.

Samsung Uncovered – Voter's Incentive Competition

Terms and Conditions

Promoter	Samsung Electronics Australia Pty Ltd (ABN 63 002 915 648), 3 Murray Rose Ave, Sydney Olympic Park NSW 2127 (Samsung).
Competition Period	12.01am (AEDT) on 25/11/2024 to 11.59pm (AEDT) on 22/12/2024.
Who can enter?	Only Australian residents who are aged 16 or over. If you are under 18, you must get approval from your parent/guardian before you enter and if you will be under 18 on the date the prize is awarded, it will be awarded to your parent or guardian. By approving your participation or by accepting any prize on your behalf, your parent or guardian accepts these conditions. Please ensure the Ts&Cs are provided to the parent or guardian.
Who can't enter?	1. Directors, officers, management and employees (and their immediate families) of:

	(a) the Promoter; and (b) the agencies, companies or participating premises associated with this competition. 2. Anyone who has entered the “Samsung Uncovered Promotion” (25/11/2024 to 15/12/2024), which is a separate promotion run by the Promoter.
Website	www.samsunguncovered.com
Entry instructions	To enter, you must, during the Competition Period: (a) visit the Website; (b) locate the Samsung Uncovered entry gallery and view the submitted entries; (c) cast your vote for 1 Samsung Uncovered entry which you think has the best skateboarding trick by clicking the ‘Vote’ button for that entry; then (d) fill out and submit the online entry form, including first name, last name and email and providing all other requested information to enter the draw. Each person will only be permitted to vote once per day and each vote is equal to 1 entry into the draw for the Voter’s Incentive prize. For clarity, you cannot vote and therefore cannot receive an entry in respect of the Voter’s Incentive prize if you have submitted an entry in the “Samsung Uncovered Promotion”. The Promoter is not responsible if your mobile device/desktop is not sufficiently capable for the purpose of submitting an entry.
How many winners will there be and how will they be chosen?	There will be 1 winner determined in respect of this competition. There will be 1 draw conducted. The draw will be held at 12pm (AEDT) on 13/01/2025 at Gadens Lawyers, Level 13 447 Collins Street, Melbourne VIC 3000. The first valid entry drawn randomly from the entries received during the Competition Period will win the Voter’s Incentive prize. The Promoter may draw additional reserve entries in a draw and record them in order, in case a winning entry/entrant is deemed invalid or a prize is unclaimed (Reserve Entrants).
What can I win?	There is 1 Voter’s incentive prize available. The Voter’s Incentive prize is a Galaxy Z Flip6 valued at \$1,799.
Total prize pool	The total prize pool is valued at \$1,799.
How many times can I enter?	You can enter once per day. Each entry must be submitted separately in accordance with these Terms and Conditions.
How and when will the winner/s be informed?	The winner will be notified in writing by email, via the email submitted in their entry form, and will have their last name, first name initial and postcode published on the Website on 17/01/2025 for a period of 28 days.
Unclaimed prize	Prize claim date: By 5pm (AEDT) on 13/02/2025. Unclaimed prize determination: 12pm (AEDT) on 14/02/2025 at the same location as the original draw. If the Voter’s Incentive prize has not been accepted or claimed by the prize claim date above or if, after making all reasonable attempts, the Promoter can’t contact the winner (or the winner does not contact the Promoter) by the prize claim date above, the relevant entry will be discarded and the Promoter will re-award the Voter’s Incentive prize to a Reserve Entrant and/or carry out an unclaimed prize draw at the date, time and place stated above to randomly distribute the Voter’s Incentive prize. Any such winner will be informed in writing by email within 5 business days of determination and will also have their last name, first name initial and postcode published on the Website on 17/02/2025 for a period of 28 days. If the prize remains un-won at the end of this competition, or if the prize winner cannot be found, that information will be published on the Website on 14/03/2025.
Collection and use of your	The Promoter may ask you to consent to take part in publicity, photography and other promotional activity, without any compensation. In this case, you will be asked to consent

personal information	to the Promoter using your name and image in any promotional or advertising activity before such activity takes place. Participation in any of the above additional promotional activity is not mandatory. The Promoter (and/or third parties on the Promoter's behalf) collects personal information in order to conduct this promotion and may, for this purpose, disclose such information to third parties, including, but not limited to, the publisher of Slam Magazine agents, contractors, service providers, Promotion suppliers and, as required, to Australian regulatory authorities. This may include disclosures to organisations outside Australia including in places such as South Korea, the Philippines, Singapore, Malaysia, the United States of America, Germany, China, the Netherlands, Vietnam, India, Japan, Ireland, Poland, Denmark, Mexico or Canada. The validity of an entry is conditional on providing this information. The Promoter may use the information for (subject to these Terms and Conditions) promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning a winner. By entering this competition, you consent to the Promoter keeping your personal information on its database to use for future marketing purposes, including contacting you by electronic messaging provided that where required by the <i>Spam Act 2003</i> (Cth), the Promoter includes a functional unsubscribe facility in each direct marketing communication it sends you that you may use to opt-out of any further such communications and provided that the functional unsubscribe facility complies with the <i>Spam Regulations 2021</i> (Cth). By entering, you consent to receive email or SMS messages (or messages to your Instagram account used for entry) from the Promoter without any functional unsubscribe facility if they relate primarily to the conduct of this competition. You can submit any request to access, update or correct your personal information held by the Promoter, or otherwise make any privacy enquiry or complaint by emailing the Promoter at privacy.au@samsung.com. These Terms and Conditions incorporate the Promoter's privacy policy and by entering the promotion, you accept the terms and conditions of the Promoter's privacy policy. For further details see https://www.samsung.com/au/info/privacy/.
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Entry

- 2 Your entry must be received during the Competition Period and will be deemed to be received only when received by the Promoter. You will receive a return message confirming your entry. The Promoter is not liable for any problems with communications networks outside its reasonable control. You are responsible for your own costs associated with entering. If you enter using automatically generated entries or multiple phone numbers/email addresses/addresses/aliases, you may be disqualified.

Prize

- 3 The prize and all elements of the prize must be taken as specified, as and when offered and cannot be altered or changed in any way by you or will be forfeited, and if forfeited, the Promoter will not be liable. If you forfeit the prize or any element of the prize for whatever reason, you will not be given cash or any alternative prize as a substitute. The prize is subject to any additional terms and conditions imposed by the relevant supplier or the Promoter.
- 4 You are responsible for all other unspecified costs related to the prize, including insurance (including excesses), additional taxes, mobile or data plans, installation costs, costs associated with ongoing use of the prize, etc.
- 5 The Promoter is not responsible for any dispute between you and any person with whom you choose to, or choose not to, share a prize.

General

- 6 Any material failure by you to comply with the conditions imposed by the prize supplier(s) may result in the prize being cancelled or withdrawn without liability for the Promoter or the prize supplier(s).
- 7 You must, if required by the Promoter, sign disclaimer and release forms provided by the Promoter in favour of the Promoter and other parties before taking the prize. If you do not sign, your entry will be deemed invalid and you will lose any entitlement to a prize.
- 8 If you or your entry are deemed by the Promoter to breach these Terms and Conditions materially, your entry (or at the Promoter's discretion, all of your entries) may be discarded. The Promoter may, at any time, require you to produce documentation to establish to the Promoter's reasonable satisfaction the

validity of your entries and/or verifying your identity (including documentation establishing your identity, age, place of residence and place of employment). Failure by the Promoter to enforce any of its rights at any stage does not waive those rights.

- 9 You must not:
- (a) tamper with the entry process (including but not limited to manipulating the system via bots, script use, or any other means to circumvent the entry process);
 - (b) engage in any conduct that may jeopardise the fair and proper conduct of the competition;
 - (c) act in a disruptive, annoying, threatening, abusive or harassing manner;
 - (d) do anything that may diminish the good name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with this competition;
 - (e) breach any law; or
 - (f) behave in a way that is otherwise inappropriate.
- 10 The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted for reasons outside the Promoter's reasonable control.
- 11 If any dispute arises between you and the Promoter concerning the conduct of this competition or claiming a prize, the Promoter will take reasonable steps to consider your point of view, taking into account any facts or evidence you put forward, and to respond to it fairly within a reasonable time. In all other respects, the Promoter's decision in connection with all aspects of this competition is final.
- 12 Prizes cannot be transferred or exchanged nor redeemed for cash. Without limiting any other term of these Terms and Conditions, all prizes (and elements of prizes) must be taken as and when specified, or will be forfeited with no replacement. The prize values are correct as at the date of preparing these Terms and Conditions and include any applicable GST. The Promoter is not responsible for any change in prize value. You agree that if a prize (or element of a prize) is unavailable for any reason the Promoter may provide another item of equal or higher value, subject to any necessary approval by the state/territory gaming authorities.
- 13 By entering, you request that your full address not be published.
- 14 If this competition cannot run as planned for any reason beyond the Promoter's control (for example due to software, hardware or communications issues, unauthorised intervention, tampering, fraud or technical failure, government directives, a pandemic, public health orders and the like), the Promoter may end, change, suspend or cancel the competition or disqualify affected entries/entrants, subject to any necessary approval by the state/territory gaming authorities.
- 15 The Promoter is not responsible for any tax implications arising from you winning a prize. You should seek independent financial advice. If for GST purposes this competition results in any supply being made for non-monetary consideration, you must follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.

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- 16 You may have consumer rights under statute including under the *Competition and Consumer Act 2010* (Cth), which may be relevant to any issue or problem you encounter in relation to this competition and cannot be excluded or restricted. Nothing in these Terms and Conditions excludes or restricts those rights. See www.accc.gov.au for more information about those rights.
- 17 Subject to the previous paragraph, the Promoter and the agencies and companies associated with this competition are not liable (including in negligence) for any loss (including indirect, special or consequential loss or loss of profits), expense, damage, personal injury (including allergies, skin conditions or other reactions, as relevant), illness or death suffered in connection with this competition or any prize, except for any liability which under statute cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).
- 18 Without limiting the previous paragraphs, the Promoter and the agencies and companies associated with this competition are not liable for any loss of, damage to or delay in delivery of prize/s, or for any damage that occurs to displayed prize/s (where relevant), due to circumstances beyond the Promoter's reasonable control. Unless otherwise specified, prize/s will only be delivered to addresses in Australia.
- 19 This competition is in no way sponsored, endorsed or administered by, or associated with any social media platform, including Facebook, Instagram and Twitter. You provide your information to the Promoter and not to any social media platform. You completely release any relevant social media platforms from any and all liability.