

Terms and Conditions of Entry

for

“Win with Otifleks Earplugs”

JA Davey Pty Ltd



Expert advice. Practical solutions. Personal service.

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Terms and Conditions of Entry

1. Entire Terms

These terms and conditions constitute the entire agreement of the parties relating to the entry into and conduct of this Competition. Information on how to enter the Competition form part of these terms and conditions.

2. Acceptance of Terms and Conditions of Entry

Entry into the Competition is deemed acceptance of these terms and conditions.

3. Governing Law

These terms and conditions are governed by the laws of the State of Victoria.

4. Eligible Entrants

Entry into the Competition is only open to Eligible Entrants who are Australian residents aged 18 years and over, excluding:

- 4.1 management, employees, directors and contractors of the Promoter, its related entities, the participating outlets and other agencies, firms or companies associated with the Competition (including suppliers of the Prizes);
- 4.2 A spouse, de-facto spouse, parent, guardian, child or sibling of a person referred to in clause 4.1 of these terms and conditions;
- 4.3 Persons who have breached the terms and conditions of any competition run by or on behalf of the Promoter.

The persons referred to in clause 4.2 of these terms and conditions include natural and non-natural relations (in the opinion of the Promoter) and the Promoter is responsible for determining whether a person is an Eligible Entrant in its absolute discretion.

5. Entrants to Ensure Familiarity

Each Entrant is responsible for ensuring familiarity with these terms and conditions at the time of participation in this Competition. The Promoter's decision not to enforce a specific restriction (whether

communicated to an Entrant or not) does not constitute a waiver of that restriction or of the terms and conditions generally.

6. Entrants Acknowledgment

All Entrants acknowledge that the Promoter can rely on these terms and conditions even if the Promoter only learns of a person's ineligibility after the Promoter has awarded a Prize to an ineligible person. Return of a Prize or payment of its equivalent value to the Promoter may be required by the Promoter if this occurs.

7. Promoter

The Promoter is JA Davey Pty Ltd (ABN 35 109 032 322) of 626 Lorimer Street Fishermans Bend VIC 3207.

8. Entry Period

8.1 The Competition will commence at 00:01 AEST on 01/03/2019 and close at 23:59 AEST on 30/06/2019 (**Entry Period**).

8.2 An Entry must be made during the Entry Period and through the Australian website of the Promoter.

9. How to Enter

9.1 To enter and be eligible to win, Eligible Entrants must, during the Entry Period, purchase any Otifleks Earplugs product (**Eligible Product**) from an authorised Australian retailer or an authorised Australian distributor (**Qualifying Purchase**) and complete an entry in accord with these terms and conditions (**Eligible Entry**).

9.2 Entry into the competition must be via the Internet (**Web Entry**) on the Australian website of the Promoter.

9.3 Entrants shall be permitted to send a hard copy entry (not required but if they wish) only after they have completed their Web Entry and this should be noted on the online entry form. A hard copy entry alone shall not be deemed an Eligible Entry.

10. Conditions of Entry

10.1 Each Qualifying Purchase counts towards one (1) Entry only.

- 10.2 Eligible Entrants may enter the Competition multiple times, up to a maximum of four (4) times per household for the Entry Period.
- 10.3 Entrants can only enter the Competition in their own name. Entrants who enter using multiple addresses or aliases may be disqualified and their Entries rendered invalid.

11. Web Entry

Eligible Entrants can complete their Entry during the Entry Period by:

- 11.1 visiting <https://estore.jadavey.com.au> and following the links to the Competition entry page (**Online Entry Site**);
- 11.2 completing and submitting the online Competition Entry Form on the Online Entry Site (**Online Entry Form**), including:
- 11.2.1 All details required on the Online Entry Form, including their First Name, Surname, Street Address, Suburb, State, Postcode, Phone Number and Email Address;
 - 11.2.2 Age;
 - 11.2.3 Eligible Products Name;
 - 11.2.4 Product Barcode;
 - 11.2.5 In 25 words or less, why they chose Otifleks Earplugs?;
 - 11.2.6 indicating acceptance of these terms and conditions; and
 - 11.2.7 indicating that they have in their possession a copy of the original purchase receipt, which can be presented upon request (**Web Entry**).
- 11.3 Eligible Entrants must retain their original purchase receipt for the Eligible Product they purchased as part of their Qualifying Purchase (**Proof of Purchase**) which corresponds to each entry they submit in the Competition in order to claim a Prize (if won).
- 11.4 Only after an Eligible Entrant has completed their Web Entry are they allowed to post a hard copy entry (not required, but if they wish) during the Entry Period by mailing it to:

Otifleks Earplugs Promotion
PO Box 84
Port Melbourne, VIC 3207

11.5 Any hard copy entries must be received before AEST 12 noon on 08/07/2019.

12. **Time of Entry**

Entries are deemed to be received at the time of receipt into the Promoter's database, not at the time of transmission by the Entrant.

13. **No Entry Fee**

13.1 Entry to the Competition is free.

13.2 Entrants are responsible for their own costs associated with entering the Competition which may include costs associated with accessing the internet or mailing the entry form.

14. **Entries to be Own Work**

By entering this Competition, Entrants confirm and promise that their entry is original and does not infringe the intellectual property rights of any third party.

15. **Invalid Entries**

15.1 Eligible Entrants must submit their Entries manually using an internet browser. The use of any automated entry software or any other mechanical or electronic means that allows an Entrant to automatically enter the Competition repeatedly is prohibited and will render all Entries submitted using such means as invalid.

15.2 Incomplete, illegible, indecipherable, incorrect or corrupted Entries, or which contain offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are invalid and not eligible to win a Prize.

15.3 Any Entry not complying with these terms and conditions is invalid.

15.4 The Promoter assumes no responsibility for any failure to receive any Entry or for any inaccurate information or for any loss, damage or injury as a result of technical or telecommunications problems with entry mechanisms or otherwise, including security breaches. If such problems arise, then the Promoter has the right to modify, cancel, terminate or suspend the Competition.

16. Verification

16.1 The Promoter reserves the right to request at its discretion, within a time prescribed by the Promoter, verification of age, identity, eligibility, Proof of Purchase, compliance with these terms and conditions, residential address of Entrants and/or any other information relevant to entry into, participation or claiming a Prize in the Competition. Verification is at the discretion of the Promoter, whose decision is final.

16.2 If the information requested is not received by the Promoter or an Entrant has not been verified to the satisfaction of the Promoter within the time prescribed by the Promoter, any Entry submitted by the Eligible Entrant will be deemed as invalid. A Prize will only be awarded following all validation and verification requirements of the Promoter being met to its satisfaction and at its discretion. In the event that an Eligible Entrant cannot provide suitable validation or verification, the Eligible Entrant's right to a Prize will be forfeited and no substitute will be offered.

17. Game of Skill

The Competition is a game of skill. Chance plays no part in determining the Winners. Each Eligible Entry will be judged individually by one or more representatives of the Promoter on its merits based on creativity. The decision of the judge/s regarding all aspects of the Competition will be final and binding.

18. Selection of Prize Winners

19. All Eligible Entries will be judged based on the most creative answer in 25 words or less at JA Davey Pty Ltd 626 Lorimer Street Port Melbourne 3207 (**Competition Location**) and Prize Winners will be selected by representative/s of the Promoter (**Judge**) at AEST 12 noon on the 08/07/2019.

20. Total Value of the Prize

The Prizes include 20 x Bose® Soundsport® Wireless Headphones Black WW valued at \$229.95 RRP (including GST). Total prize pool is valued at \$4599.00 (**Prize**). Each Prize Winner will be eligible to win one (1) Bose® Soundsport® Wireless Headphone.

21. General Prize Conditions

21.1 A Prize must be taken as stated and may not be varied. No compensation will be payable if a Prize Winner or a Substitute Prize Winner is unable to use a Prize as stated. A Prize or any component is not transferable or exchangeable and cannot be redeemed for cash.

- 21.2 If for any reason a Prize Winner or a Substitute Prize Winner does not take an element of a Prize at the time stipulated by the Promoter then that element of the Prize will be forfeited and no cash or other alternative will be supplied in lieu of that element of the Prize.
- 21.3 All costs associated or arising in connection with collecting and using a Prize are the responsibility of the respective Prize Winner or the Substitute Prize Winner.
- 21.4 A Prize cannot be sold, scalped, auctioned, raffled, pledged, or promoted as an incentive or reward by any third party as an inducement for any person or other entity to enter into any commercial or other arrangements with that third party. If a Prize is obtained through any of these methods, it will not be honoured.
- 21.5 A limit of one (1) Prize per person applies to the Competition.
- 21.6 The Promoter accepts no responsibility for any variation in the value of a Prize from the time of printing promotion materials.
- 21.7 Any Prize that is awarded must be accepted subject to any terms and conditions imposed by the Prize supplier, including periods of validity.
- 21.8 If more than one person attempts to claim a Prize, the Promoter has sole and absolute discretion to determine the Prize Winner or the Substitute Prize Winner.
- 21.9 If the Promoter is unable to provide a Prize Winner or the Substitute Prize Winner with the nominated Prize, the Promoter reserves the right to supply an alternative Prize of similar monetary value to the nominated Prize.

22. Winner Notification and Publication

All Prize Winners will be:

- 22.1 notified by email and telephone; and
- 22.2 Names of all Prize Winners will be published in 'The Australian' within one month of the Prize draw.

23. Unclaimed Prize

If a Prize remains unclaimed by 12 noon AEST on 15/08/2019, that Prize Winner's entry will be deemed invalid. The Promoter reserves the right to select the next best Eligible Entry for that Prize on the same date at the Competition Location by a representative of the Promoter from all remaining Eligible Entries

received in the Competition, subject to any directions from the relevant State Gaming Departments (Substitute Prize Winner).

24. Substitute Prize Winner Notification and Publication

Any Substitute Prize Winner, will be:

- 24.1 notified by email and telephone; and
- 24.2 The name(s) of the Substitute Prize Winner(s) will be published in 'The Australian' within one month of any unclaimed Prize draw.

25. Promoter's Rights

- 25.1 The Promoter's decision in relation to the Competition and any aspect of these terms and conditions is final and binding. No correspondence will be entered into.
- 25.2 The Promoter reserves the right to amend any details of the Competition without notice.

26. Tampering and Other Failures

- 26.1 If, for any reason, the Competition is not capable of being run as planned, including due to infection by computer virus, bugs, network failure, tampering, unauthorised intervention, fraud or any other cause beyond the control of the Promoter, which corrupts or affects the administration, security, fairness, integrity or proper conduct of the Competition, the Promoter reserves the right in its absolute discretion to take any action that may be available to it, subject to State and Territory regulations, including cancelling, terminating, modifying or suspending the Competition.
- 26.2 Any Entrant who, in the opinion of the Promoter, tampers or interferes with the entry or selection mechanism in any way, engages in any unlawful or improper conduct which jeopardises or is likely to jeopardise the fair or proper conduct of the Competition, or who does not properly comply with the entry process, will be ineligible to win a Prize.
- 26.3 Any attempt to deliberately damage any website or information on a website, or to otherwise undermine the legitimate operation of this Competition may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to seek damages to the maximum extent permitted by law.

27. No warranties or Representations

- 27.1 The Promoter makes no warranty or representation as to the quality / suitability / merchantability of any goods and or services offered as a Prize.
- 27.2 The Promoter does not warrant that the entry mechanism will be available at all times during the Entry Period.

28. Exclusion of Liability

- 28.1 The Promoter, the Promoter's related entities, all participating outlets and all agencies associated with the Competition and all employees, agents, directors and contractors, of all such entities shall not be liable for any loss or claim, action, demand, liability, damage, cost, expense, personal injury or death whatsoever (including but not limited to any direct, indirect and / or consequential loss or loss of profits), incurred, suffered or sustained (whether or not arising from any person's negligence) by any person or entity (without limitation) in connection with, or arising from, the Competition or the acceptance or use of any Prize, except that which cannot be excluded by law (in which case that liability is limited to the maximum extent allowable by law).
- 28.2 The Promoter accepts no responsibility for any late, lost, incomplete, incorrectly submitted, delayed, corrupted or misdirected Entries due to error, omission, tampering, deletion, theft, communications failure or otherwise.
- 28.3 The Promoter is not responsible for:
- 28.3.1 any problems or technical failures of any kind, including malfunction of any telephone network or lines, computer online systems or networks, servers or providers, computer equipment, or software;
 - 28.3.2 the unavailability or inaccessibility of any service whether or not caused by traffic congestion on the internet or at any website;
 - 28.3.3 any electronic or human error (without limitation);
 - 28.3.4 any unauthorised human intervention;
- or any consequences thereof, in association with this Competition.

28.4 To the maximum extent permitted by law, any liability of the Promoter or its servants or agents for breach of any rights a consumer might have which cannot be excluded under applicable consumer protection laws, is limited to the payment of the cost of having a Prize supplied again.

29. Tax Liability

The Promoter accepts no responsibility for any tax liabilities that may arise from winning or receiving the benefit of a Prize. Independent financial advice should be sought by each Entrant for any tax implications arising from Prize winnings. For GST purposes where the Competition involves, supplies being made for non-monetary consideration, Entrants will follow the Australian Taxation Office's view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.

30. Publicity

30.1 The Prize Winners consent to the use of their name, suburb or town of residence, text and image of any Entry for promotional or marketing purposes (including publicity online and social media) and agree to participate in any reasonable promotional activity (such as publicity and photography) relating to the winning of a Prize, free of charge, at the request of the Promoter.

30.2 Entrants agree that the Promoter has an unrestricted, irrevocable, transferable, divisible right and licence to use and modify any Entry for the purposes of the Promoter's business (including publicity online and social media) without the payment of further fee or compensation. Each Entrant agrees to sign any further documentation required by the Promoter to give effect to this arrangement as a precondition of being awarded any Prize.

30.3 To the extent permitted by law, Entrants unconditionally and irrevocably consent to any act or omission that would otherwise interfere with any moral rights in any Entry.

31. Ownership of Entries

All Entries become and remain the sole property of the Promoter.

32. Personal Information

32.1 All information provided by Entrants (**Personal Information**) will be used by the Promoter for the purpose of conducting this Competition and may be entered into a database and the Promoter, the Promoter's related entities, agencies engaged by the Promoter, or any other third party(s) nominated by the Promoter, for the Promoter's current and future promotional and marketing purposes without further reference or compensation to them.

32.2 The Promoter may disclose Entrants' Personal Information to its contractors and agents to assist in conducting this Competition and as required, to Australian regulatory authorities.

32.3 Entrants can request to access, update or correct their Personal Information held by the Promoter and may request that they not receive further promotional or marketing communications from the Promoter by contacting the Promoter at the address above. Should an Entrant's contact details change during the Entry Period, it is the Entrant's responsibility to notify the Promoter.

33. **Privacy**

All Personal Information will be securely stored by the Promoter. The Promoter is bound by the National Privacy Principles in the Privacy Act 1988 as amended from time to time. These terms and conditions are supplemented by the Privacy Policy published by the Promoter from time to time.

34. **Headings**

The headings in these terms and conditions are for convenience only and do not affect interpretation of these terms and conditions.

