

ANZAC Cup – Department of Defence Promotion Terms & Conditions

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| Promoter | Smartsalary Pty Limited (ABN 24 096 796 100), Level 8, 133 Castlereagh Street, Sydney, NSW 2000. Telephone: 1300 476 278 (Smartsalary) |
| Entry Restrictions | Only attendees of the ANZAC Cup are eligible to enter, and they must be 18 years of age or over and a Department of Defence employee. Employees of the Promoter and their immediate family members are ineligible to enter the competition. |
| Promotion Period | The Promotion commences at 3:00pm AEST on Friday, 19 April 2024, and ends at 6:00pm AEST on Friday, 19 April 2024. |
| Entry Method | <p>Subject to the Entry Restrictions above, to enter the draw, eligible entrants must scan the QR code on the poster at the Promoter's stall and enter their contact details OR provide the name of their employer and their work email address.</p> <p>Entrants are limited to 1 entry per person only.</p> |
| Prize Details | <p>Prize: One (1) x JB Hi-Fi Gift Card valued at \$200.</p> <p>Use of any Gift cards will be subject to the terms and conditions of the third party provider who issues the Gift card. Gift cards cannot be exchanged for cash or other items.</p> |
| Prize Draw | <p>The draw will occur at the ANZAC Cup, Brighton Homes Arena, 16 Eden Station Drive, Springfield Central QLD 4300. This is a game of chance. The winner will be chosen at random as per the below.</p> <p>A member of the Promoter's team will draw the winner by the following schedule:</p> <ul style="list-style-type: none">6:00pm AEST on Friday, 19 April 2024: (1) x Prize Winner <p>Entrants who are not present at the Prize Draw will not be eligible to win. If an ineligible winner is chosen, another draw will occur until the eligible winner is drawn.</p> <p>Unless expressly stated within these Terms and Conditions regarding all prizes, all other expenses become the responsibility of the winner.</p> |
| Prize Claim Date and Time | <p>The prize will be issued to the winner at the time listed above in the Prize Draw.</p> <p>The name of the prize winner may be published online at smartsalary.com.au.</p> |

GENERAL

1. All information set out in the Schedule forms part of these Terms and Conditions. By entering, participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
3. The prizes are non-transferable and non-redeemable for cash.
4. In the event that a prize(s) is/are not available, the Promoter reserves the right to substitute prize(s) in its discretion to the same and equal recommended retail value and/or specification subject to any written directions from the various regulatory authorities.

5. The Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
6. 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 personal injury which is suffered or sustained, in connection with the prize, except for any liability which cannot be excluded by laws.
7. The Promoter collects personal information (**PI**) in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will use and handle PI as set out in the privacy policy, which can be viewed online at <https://smartsalary.com.au/privacy-policy/> (**Privacy Policy**). In addition to any use that may be outlined in the privacy policy, the Promoter may, for a reasonable period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant.
8. The Promoter reserves the right to request winners to provide proof of age, identity and employment. Identification considered suitable for verification is at the discretion of the Promoter.
9. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth), as well as any other implied warranties under the Australian Securities and Investments Commission Act 2001 (Cth) or similar consumer protection laws in the State and Territories of Australia (**Non-Excludable Guarantees**).
10. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion, including but not limited to: (a) any technical difficulties or equipment malfunction (whether or not under The Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by The Promoter) due to any reason beyond the reasonable control of The Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of a prize.