



Competition terms and conditions

JB Hi-Fi Perks Exclusive: Win a Xbox Nocturnal Special Edition Controller + 12 Months Game Pass Ultimate

Promotional Period



Competition opens

1 May 2024
12:00am AEDT



Competition closes

31st May 2024
11:59pm AEDT



Winners announced

6th June 2024 11:59am



Who can enter

1. Subject to clause 2, 3 and 4, entry is open to all residents of Australia who have fulfilled the requirements set out below (**'Eligible Entrants'**).
2. Employees, and their immediate families, of the Promoter, associated agencies and companies, Permitz Group Pty Ltd (www.permitzgroup.com.au), contractors, or individuals are not eligible to enter this competition. Immediate family means any of the following: spouse, ex-spouse, defacto spouse, child or step child (whether natural or by adoption), parent, step parent, grandparent, step grandparent, uncle, aunt, niece, nephew, brother, sister, step brother, step sister or 1st cousin.
3. Only JB Hi-Fi Perks members may enter. Persons who are not currently JB Hi-Fi Perks members can join at <https://www.jbhifi.com.au/pages/perks>.
4. Any entrant under the age of 18 must obtain permission from their parent or legal guardian before entering the competition.
5. The Promoter is JB Hi-Fi Group Pty Ltd (ABN 37 093 114 286) of Podium Level, 60 City Road, Southbank VIC 3006 (**'Promoter'**).

How to enter

6. The Entrants must answer the question at <https://www.jbhifi.com.au/blogs/competitions/jb-hi-fi-perks-xbox>
7. Entrants must remain a JB Hi-Fi Perks member until the date the competition is drawn.
8. Entries must include all requested contact details and a 25-word or less answer to be eligible to win. Each entry must be unique and received by the Promoter prior to the competition close date and time.
9. You are deemed to have accepted these terms and conditions if you participate in or attempt to participate in this competition.

When to enter

10. The competition commences on 1/05/24 at 12:00 AM and closes 31/05/24 at 11:59 PM (**'Promotional Period'**). All times noted in these Terms and Conditions are local times, based on the location of the Promoter. Entries must be received by the Promoter prior to the competition close date and time.
11. The winner will be the best valid entry as judged by the judging panel, having regard to skill, creativity, and originality, at the Promoter's Premises on 6/06/2024 at 11:00 AM. The Promoter may select additional entries to be used as replacements or may rejudge the competition in the event that the first entrant chosen as a winner is disqualified, cannot satisfy these Terms and Conditions, or cannot otherwise take a prize.
12. The total number of competition winners in this competition is Eight (8). The winner will be notified by email and their names will be published online at <https://www.jbhifi.com.au/blogs/competitions/competition-winners> for 90 days from the date of verification of the winner.
13. Prizes will be sent within 8 weeks from the date of verification of the winner.

Number of Entries

14. Only one entry per person will be permitted. Entrants found to be submitting multiple entries may have all entries invalidated.

Prize on offer

15. Total prize value is up to \$2608 (Including GST), as at 1/05/24. The prize on offer is: 8 X Xbox Game Pass Ultimate 12 Months + Xbox Wireless Controller Nocturnal Vapor Special Edition.
16. If the Promoter, having made reasonable efforts, is unable to contact the winner within 90 days from the date of deciding/drawing the winner, the Promoter reserves the right to disqualify that winner and the winner will forfeit the prize in its entirety.
17. Entrants acknowledge that the prize may be subject to additional terms and conditions imposed by third parties which have been disclosed to entrants prior to entry.



Further Terms and Conditions

18. The Promoter reserves the right to amend, cancel or suspend this competition if an event beyond the control of the Promoter corrupts or affects the administration, security, fairness, integrity or proper conduct of this competition or if such a change is required to ensure the safety of the Promoter or entrants. Such changes may include the timing of any draw, the conduct of any prize related activities, and the timing or destination of any travel. The Promoter will act reasonably and in good faith in making any such decision. Except to the extent caused by the Promoter's negligence, or the Promoter's breach of these terms and conditions, or as otherwise required by law, the Promoter will not be liable to any entrant for loss resulting from such action.
19. All entrants must submit ONLY their own original answers, designs and works and such answers, designs or works must not have been previously published in any forum worldwide. All entries become the property of the Promoter and cannot be returned. Entries that are found to have been derived from the designs of a third party will be considered invalid. The winner may be required to sign a statutory declaration regarding the originality of the entry.
20. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation are reserved and any winner found to be in breach of these terms and conditions or having engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion may be required to return any prize received.
21. If the prize is unavailable, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State Regulation. Where practicable, the Promoter will offer the winner a choice of alternatives. Prizes are not transferable or exchangeable and, with the exception of cash prizes, cannot be taken as cash.
22. Unless otherwise agreed with the winner, prizes will be sent to the winner's nominated address as stated in their original entry. The Promoter highly recommends a current residential street address be provided when requested, for ease of correspondence and potential prize delivery. The Promoter makes all reasonable efforts to deliver prizes to the addresses provided by competition entrants. The Promoter cannot guarantee that any prizes returned to the Promoter, or delivered to the wrong address, due to an incorrect address being provided can be provided to the prize winner and it is the winner's responsibility to ensure that current contact details are provided.
23. The Promoter reserves the right to request that winners provide proof of identity, proof of age, proof of residency at the nominated prize delivery address and/or proof of entry validity in order to claim a prize. Whether evidence provided is sufficient is at the discretion of the Promoter who will act reasonably and in good faith. In the event that a winner cannot provide sufficient proof, the winner will forfeit the prize and no substitute will be offered.
24. The Promoter's and/or judging panel's decision in relation to any aspect of the competition is final and binding on each person who enters. The Promoter and judging panel will act in good faith. The competition is a game of skill and chance plays no part in determining any winner. No correspondence will be entered into.

Privacy Collection Statement

25. The Promoter and its related entities collect entrants' personal information for the purpose of conducting and promoting this competition (including but not limited to determining and notifying winners). The Promoter may disclose personal information collected to an agent who is engaged for prize fulfilment. The Promoter may also disclose personal information collected to Australian regulatory authorities, such as the regulators of trade promotions. The Promoter will otherwise handle your personal information in accordance with its Privacy Policy available at <https://support.jbhifi.com.au/hc/en-au/articles/360052938974-Privacy-policy> You may request access or to update your personal information or lodge a complaint by writing to The Privacy Officer, JB Hi-Fi Group Pty Ltd, Podium Level, 60 City Road Southbank VIC 3006.

Copyright, Statutory guarantees and liability

26. All entries and any copyright subsisting in the entries become and remain the property of the Promoter who may publish or cause to be published any of the entries received. In participating in the prizes, the winners agree to participate and cooperate as required in all editorial activities relating to the Competition, including but not limited to being interviewed and photographed. The winners (and their companions) agree to grant the Promoter a perpetual and non-exclusive license to use such footage and photographs in all media worldwide, including online social networking sites, and the winners (and their companions) will not be entitled to any fee for such use.
27. Prize winners are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of that prize.
28. Nothing contained in these Terms and Conditions shall be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy or other obligation implied by any law (including, without limitation, the Australian Consumer Law) which cannot by law be excluded, restricted or modified.



29. Except to the extent caused by the Promoter's negligence, or the Promoter's breach of these terms and conditions, or as otherwise required by law, the Promoter will not be liable for any loss suffered by an entrant or potential entrant to the extent:
- a) resulting from or connected with any inability of a person to submit an entry (on time or at all), or failure of the Promoter to receive an entry (on time or at all), or failure of a winner to receive a prize, due to events outside of the reasonable control of the Promoter including, without limitation, as a result of problems with, or technical malfunction of, any software, telephone or computer network, equipment or systems or mail or courier service;
 - b) resulting from or connected with any theft of, or damage to, a prize after it has been delivered to the address provided by the winner or given to the winner in person;
 - c) that it arises from events outside of the reasonable control of the Promoter but within the reasonable control of the entrant or potential entrant; or
 - d) that arises as a result of any breach of these Terms and Conditions by an entrant or potential entrant.
30. Except to the extent caused by the Promoter's negligence, or the Promoter's breach of these terms and conditions, or as otherwise required by law, the Promoter will not be liable for any injury, accident or death occurring during any travel won pursuant to, or connected with, the competition, and any such travel is undertaken at the entrant's own risk.