

## Competition Terms and Conditions (Skill-Based Competition)

Entries open January 1, 2023 – 12:00AM

Entries close January 31, 2023 – 11:59PM

Winner announced February 10, 2023.

### General

1. Information on how to enter and prizes form part of the Terms and Conditions. Entry into this competition deems acceptance of these Terms and Conditions.
2. To the extent of any inconsistency between these Terms and Conditions and any other reference to this competition, these Terms and Conditions prevail.

### Who can enter

1. Subject to clause 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](http://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. The Promoter is Scribal Custom Pty Ltd (ABN 27 092 362 135) of 33 Jessie Street, Cremorne VIC 3121 (**'Promoter'**).

### How to enter

1. Eligible Entrants may enter this competition during the Promotional Period (defined below) by: subscribing and signing up at [stack.com.au](http://stack.com.au) to receive *STACK's* emails. The Entrants must answer the question at [www.jbhifi.com.au/sam-smith-gloria](http://www.jbhifi.com.au/sam-smith-gloria)
2. Entries must include all requested contact details and a 25-words-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.
3. By submitting an entry into this competition entrants consent to receive promotional and other marketing messages from the Promoter (including messages sent electronically for an unlimited period of time). Entrants will be able to opt-out at any time by following the instructions included in each message sent by the Promoter.

### When to enter

1. The competition commences on 01/01/23 at 12:00 AM and closes 31/01/23 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.
2. 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 09/02/2023 at 11:00 AM. The Promoter may select additional entries to be used as replacements in the event that the first entrant chosen as a winner cannot satisfy these Terms and Conditions or take a prize.
3. The total number of competition winners in this competition is one. The winner will be notified by email and their names will be published online at [www.jbhifi.com.au/www.jbhifi.com.au/sam-smith-gloria](http://www.jbhifi.com.au/www.jbhifi.com.au/sam-smith-gloria) for 90 days from the date of

verification of the winner.

4. Prizes will be sent within 8 weeks from the date of verification of the winner.

### **Number of Entries permitted**

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

### **Prize on offer**

1. Total prize value is up to \$73.99 (Including GST), as at 01/01/22. The prize on offer is Sam Smith's Gloria (JB Hi-Fi exclusive clear vinyl).
2. If the Promoter is unable to contact the winner within 90 days from the date of verification of the winner to claim fulfilment of the promotional prize or if the winner is unable to attend any element of the prize, that winner will forfeit the prize in its entirety and it shall be awarded to the next runner up in the promotion. The Promoter will not be liable for a winner who cannot be contacted and therefore forfeits their prize and no correspondence will be entered into.
3. Prize must be taken by 31/04/2023 . In the event a winner does not take the prize by the time stipulated, then the entire prize will be forfeited by the winner and cash will not be awarded in lieu of the prize.

### **Further Terms and Conditions**

1. 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, its representatives and of 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 disqualify any individual who has tampered with the entry process or any other aspect of this competition.
2. The Promoter and their associated agencies and companies will not be liable or responsible for any problems or technical malfunction of any telephone network or lines, computer on line systems, servers, or providers, computer equipment, software, technical problems of the phone or of any phone network, or any misadventure, accident, injury, loss (including but not limited to consequential loss) or claim that may occur; whilst undertaking any travel won on or connected with their entry; in the participation in any prize; as a consequence of late, lost or misdirected mail, email SMS or phone call; due to the broadcast of any program relating to the competition or the publication of any material, including any statements made by any compere, staff member, journalist, other entrants or any other person; any injury or damage to entrant's or any other person's computer software or phone; or any combination thereof, related to or resulting from participation or sending or receiving of any communication or of any materials in this competition.
3. All entrants must submit ONLY their own original answers, designs and works. Any such answers, designs or works cannot be 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 and, if awarded a prize, that prize must be returned to the Promoter. The winner may be required to sign a statutory declaration regarding the originality of the entry. Without limiting the generality, the Promoter reserves the right to take legal action against anyone found to have breached this term. 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.

4. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State Regulation. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
5. 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 due to non-delivery at the provided address will be re-sent to the prize winner.
6. The Promoter reserves the right to request winners to sign a winner's deed of release or any other relevant forms or agreements that the Promoter deems necessary, to provide proof of identity, proof of age, proof of residency at the nominated prize delivery address and/or proof of entry validity (including phone bill) in order to claim a prize. Proof of identification, residency, age and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
7. The Promoter reserves the right to rejudge in the event of an entrant, claiming to be a winner, being unable to satisfy these Terms and Conditions.
8. The judges' decision in relation to any aspect of the competition is final and binding on each person who enters. Chance plays no part in determining any winner. No correspondence will be entered into. No responsibility is accepted for late, lost or misdirected entries. Prizes are subject to availability, not transferable or exchangeable and, with the exception of cash prizes, cannot be taken as cash. Prizes will be sent to the winner's nominated address as stated in their original entry. The Promoter and their associated agencies, and companies associated with this promotion will take no responsibility for prizes damaged or lost in transit.

### **Privacy Collection Statement**

1. By submitting an entry into this competition entrants consent to receive promotional and other marketing messages from the Promoter (including messages sent electronically for an unlimited period of time). Entrants will be able to opt-out at any time by following the instructions included in each message sent by the Promoter.
2. 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://www.jbhifi.com.au/blogs/competitions/stack-privacy-policy/>. You may request access or to update your personal information or lodge a complaint by writing to The

Privacy Officer, Scribal Custom Pty Ltd, 33 Jessie Street, Cremorne VIC 3121.

### **Copyright, Statutory guarantees, Waiver and liability**

1. 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 co-operate 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 granting the Promoter a perpetual and non-exclusive licence 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.
2. 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.
3. Nothing in these Terms and Conditions limit, exclude or modify 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 ASIC Act or similar consumer protection laws in the State and Territories of Australia ('**Non-Excludable Guarantees**').
4. 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: (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.