

## Competition terms and conditions

### Win 1 of 30 \$50 JB Hi-Fi Gift Cards

Entrants must have subscribed to receive STACK's emails, for their entry to be valid. Existing subscribers and new subscribers' entries will be valid. Unless stated otherwise, Promoter is SCRIBAL Custom Pty Ltd.

#### Promotional Period

**Competition opens**

1 Jan 2023 12:01am AEDT

**Competition closes**

31 Jan 2023 11:59pm AEST

**Winners announced**

13 Feb 2023 11:59am AEST

#### General

1. 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.
3. \*This is a month-to-month promotion, open during the Promotional Period specified below. This promotion will not automatically renew every month and may end after the Promotional Period specified below.

#### Who can enter?

1. Entry is open to all residents of Australia who are subscribed to STACK's newsletter and fulfill these requirements. Any entrant who is under the age of 18, as of the date of entry, must obtain the prior permission of their legal parent or guardian over the age of 18 to enter. The parent or guardian may be called to verify their consent and may be required to sign a release at the discretion of the Promoter. The release may also require the entrant's parent or guardian to accept responsibility for the acts and forbearances of the entrant. The release must be completed with the full name, address and telephone number of the entrant's parent or guardian. Failure to provide such proof, particulars or releases will immediately invalidate the entrant's entitlement to any prize, subject to State and Territory legislation.
2. Employees (and their immediate families) of the Promoter, participating retailers, and agencies associated with this Competition are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto 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.

#### How to enter?

1. Existing and new subscribers to STACK's newsletter will be automatically entered into the draw each month.
2. Entrants must be actively subscribed on the last day of the month
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
4. Entries must include all requested contact details, including a valid email or postal address (as requested), to be eligible to win. Entrants may only enter in their own name. Inaudible, incomprehensible, illegible, and incomplete entries will be deemed invalid.

#### Number of entries permitted

1. Entrants may only enter this competition once.

#### Open, close, draw and publish dates

1. Details of this month's promotional period:
  - a. Competition open date and times: January 1, 2023, 00:01am
  - b. Competition close date and times: January 31, 2023, 11:59pm
  - c. Competition draw date and times: February 13, 2023, 11:59 pm.
2. Winner's (where available) will be published online at: [www.jbhifi.com.au/competition-winners](http://www.jbhifi.com.au/competition-winners)

3. Entrants may only enter this competition once.
4. Entries for each Promotion must be received by the Promoter prior to the Competition close date and time.
  - a. Draw will be conducted at the premises of Permitz Group Pty Ltd at 2.03/4 Ilya Avenue, Erina 2250 NSW or the Promoter's Premises. The Promoter will ensure that all entries have an equal chance of winning a prize.
  - b. The Promoter will ensure that all entries have an equal chance of winning the major prize.
  - c. The winner/s will be notified by email or mail (as determined by the address provided by the entrant) within two business days of the draw and winners will be listed (where available) at [www.jbhifi.com.au/competition-winners](http://www.jbhifi.com.au/competition-winners)
  - d. Prizes will be sent within 28 days of the draw.
  - e. The Promoter may conduct such further draws three months after the original draw in order to distribute any prizes unclaimed by this date, subject to State and Territory legislation. Winners of any further draws will be notified by email within two business days of the draw.

## Prize on offer

1. 30 winners will each receive \$50 JB Hi-Fi digital voucher prize. Total value for the month of January 2023 is \$1,500. Prize must be used in full by expiry date indicated and in accordance with terms of use. 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. JB Hi-Fi vouchers are subject to further terms and conditions: <https://www.jbhifi.com.au/Gift-Cards/Gift-Card-Terms-and-Conditions/>

## Further Terms and Conditions

1. Any entrant found to have used a third party (including online Competition entry site) to enter on their behalf will have all entries invalidated and any claim they have to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any prize awarded upon demand. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.
2. Any entrant found to be entering incorrect contact details, including incorrect email contact details, will have all entries invalidated and any claim to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any prize awarded upon demand. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.
3. 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 and Territory legislation. Cash will not necessarily be awarded as a substitute. 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.
4. 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.
5. 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.
6. The Promoter reserves the right to conduct a redraw in the event that an entrant, claiming to be a winner, is unable to satisfy these Terms and Conditions or has breached these Terms and Conditions.
7. The Promoter's decision in relation to any aspect of the Competition is subject to State and Territory legislation but also final and binding on each person who enters. 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 Competition will take no responsibility for prizes damaged or lost in transit.

## **Privacy collection statement**

1. Entries may be disclosed to Permitz Group Pty Ltd for the sole purpose of conducting the Competition draw. The name of winners may be used for promotional purposes by the Promoter unless a winner otherwise notifies the Promoter at the time of accepting their prize. Entrants consent to the Promoter using their personal information provided in connection with this Competition for the purposes of facilitating the conduct of the Competition and awarding any prizes and any applicable statutory authorities and to conduct direct marketing activities. Without limiting the foregoing, entrants' personal information provided in connection with this Competition will be handled in accordance with the Promoter's Privacy Statement, a copy of which is available at [www.jbhifi.com.au/stack-privacy-policy](http://www.jbhifi.com.au/stack-privacy-policy)

## **Copyright, statutory guarantees, waiver and liability**

1. 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 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.
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. The Promoter (subject to State and Territory legislation) reserves the right to amend, cancel or suspend this Competition if an event beyond the control of the Promoter corrupts or affect the administration security, fairness, integrity or proper conduct of this Competition. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this Competition. In particular, entries via the Internet, computer generation and use "scripting" is not permitted and will not be accepted.
4. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
5. 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).
6. 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 The Promoter (including its' officers, employees and agents) excludes all liability for any loss (including, without limitation, indirect, special or consequential loss or loss of profits or opportunity), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this Competition including taking or using a prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law), including the Non-Excludable guarantees. Any change in value of the prize occurring between the publishing date and date the prize is claimed is not the responsibility of the Promoter.
7. The Promoter is Scribal Custom Pty Ltd (ABN 27 092 362 135) of 33 Jessie Street, Richmond VIC 3121 ('Promoter').

## **Authorised under**

1. NSW Permit No. LTPM/19/04262. ACT Permit No. TP 19/03012.