# JB Hi-Fi GHOST SKELETA' "WIN A TRIP TO SEE THE RITUAL LIVE AT MADISON SQUARE GARDEN NYC" Competition

# **TERMS AND CONDITIONS**

### General

- 1. The Promoter is JB Hi-Fi Group Pty Ltd ABN 37 093 114 286, of 60 City Road Southbank, VIC 3006.
- 2. By submitting an entry into this Competition "you" acknowledge and agree to these Terms and Conditions.

#### Who can enter

- 3. Entry into the Competition is open to all residents of Australia aged 18 years and over who have fulfilled the requirements set out in these Terms and Conditions.
- 4. Employees of the JB Hi-Fi Group and their immediate families and agencies associated with the Competition are not eligible to enter this Competition.
- 5. One entry permitted per person.

# Prizes and entry into the Competition

6. One major prize winner will receive: 2 x Return Economy Flights on an airline selected in Promoter's sole and absolute discretion from winner's nearest capital city in Australia to NYC (New York), United States of America (winner and their travel companion must travel together), 2 x VIP tickets to see GHOST live at Madison Square Garden on 22<sup>nd</sup> July 2025 and 3 x nights' accommodation in one (1) hotel room chosen by Promoter in its sole and absolute discretion and \$500 AUD spending money (the "Prize"). The Prize is valued at up to \$10,000 as at 4<sup>th</sup> March 2025.

#### The Two Tickets will be EITHER:

- Two standing GA tickets with numbered early entry, OR Two premium reserved ticket in the best available seated sections\*
- Two VIP-exclusive Ghost merchandise items
- Two commemorative VIP laminates & lanyards
- On-site benefits including priority check-in, dedicated road crew, and a VIP lane into the venue\*\*
- \*Seated and/or standing ticket availability varies by venue. \*Where available
- Competition opens at 4:00 PM AEDT on 5<sup>th</sup> March 2025 and closes at 11:59 PM AEST on 1<sup>st</sup> May 2025.
- 8. Only one entry accepted per person.
- 9. To enter the Competition and be eligible to win the Prize as set out above, entrants must:
  - be an Australian resident aged 18 years or over;
  - pre-order or order GHOST's album Skeletá at JB Hi-Fi online or in store on CD or LP before 11:59PM AEST Thursday 1<sup>st</sup> May 2025 and answer the question in 25 words or less "What song by GHOST you would most want to hear live and why?" on the competition page at <a href="https://www.jbhifi.com.au/ghost-competition">https://www.jbhifi.com.au/ghost-competition</a>;
  - fill out the entry form, answering the 25 words or less question and providing their first name, surname, email, phone number and online order number or store receipt

- number before 11:59PM AEST on 1st May 2025; and
- agree to these Terms and Conditions.

# **Determination of Winner and Notification**

- 10. The winner will be the best valid entry as judged by the judging panel, having regard to skill, creativity and originality on 5<sup>th</sup> May 2025 at the Promoter's premises at 60 City Road, Southbank VIC 3006. The Promoter may select an alternative entry as winner in the event that a winner cannot satisfy these Terms and Conditions.
- 11. The winner will be notified via email and phone within two days of 5<sup>th</sup> May 2025. The winner's surname and initial will be published on JB Hi-Fi's website by 9<sup>th</sup> May 2025 for 28 days at <a href="https://www.jbhifi.com.au/blogs/competitions/competition-winners">https://www.jbhifi.com.au/blogs/competitions/competition-winners</a>.
- 12. If a winner does not meet these Terms and Conditions, that winner will forfeit the Prize and the Prize shall be awarded to the next runner up in the Competition.
- 13. The Prize will be issued to a winner via email within five (5) business days from 5<sup>th</sup> May 2025.
- 14. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence).
- 15. The Promoter's decision in relation to any aspect of the Competition is final. Chance plays no part in determining any winner. No correspondence will be entered into. The Prize is not transferable or exchangeable and cannot be taken as cash.

# **Publicity and Privacy**

- 16. The Promoter's privacy policy (available on JB Hi-Fi's website at: <a href="https://support.jbhifi.com.au/hc/en-au/articles/360052938974-Privacy-policy">https://support.jbhifi.com.au/hc/en-au/articles/360052938974-Privacy-policy</a> contains information about how the Promotor will handle your personal information, and other information required to be disclosed to you under the Privacy Act. You should read this policy before providing any personal information to The Promoter.
- 17. By entering this Competition, you consent to:
  - Being contacted by JB Hi-Fi or the Australian Record Label for the purpose of
    providing proof of identity, proof of age, proof of residency and/or proof of entry
    validity in order to claim the 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; and
  - JB Hi-Fi publishing your winning entry and your name (initial and last name) on JB Hi-Fi's website at <a href="https://www.jbhifi.com.au/blogs/competitions/competition-winners">https://www.jbhifi.com.au/blogs/competitions/competition-winners</a> and you consent to providing us your personal information for this purpose.

# Limitation of liability and variation of promotion

18. 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.

- 19. 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 the judging, and the timing of any Prize fulfilment. 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.
- 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 Terms and Conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Competition. 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 Competition may be required to return any Prize received.
- 21. This Competition is in no way sponsored, endorsed or administered by, or associated with, Facebook. Facebook membership and the use of Facebook generally are subject to the Facebook terms and conditions of use available at www.facebook.com. To the extent permitted by law, each entrant agrees to release Facebook from liability to the entrant in respect of the entrant's participation in the Competition.
- 22. 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:
  - 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 provide an opportunity to enter or 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;
  - that arises from events outside of the reasonable control of the Promoter but within
    the reasonable control of the entrant or potential entrant, including the Promoter's
    inability to contact a winner using reasonable efforts for the purpose of Prize
    fulfilment; or
  - that arises as a result of any breach of these Terms and Conditions by an entrant or potential entrant.

# **Additional Prize terms**

- 23. Return Economy Flight Ticket type to be in the sole and absolute discretion of the Promoter.
- 24. Dates, venues and schedules are not under the Promoter's control and are subject to change, and the Promoter takes no responsibility for any date, venue or schedule changes. If any part of any of the events in the Prize is abandoned, called off, varied or postponed for any reason, then at the Promoter's sole and absolute discretion, the winner (and their nominated

- companion) forfeits all rights to attend the relevant event/s and no cash, compensation or alternative tickets will be substituted for that element of the Prize.
- 25. The event takes place at the locations outlined in the Prize details in these Terms and Conditions. The winner shall be responsible for any costs associated with accepting the Prize that are not expressly set out as the Promoter's responsibility in these Terms and Conditions, including (but not limited to) hotel incidentals, spending money, passports, visas, taxes not included in the price of the Return Economy Flight Ticket, meals, phone calls, taxis, any additional travel expenses (other than flights specified above) and travel insurance. A credit card may be required to check in at the hotel/s.
- 26. It is the winner's (and their travel companion's) responsibility to organise transport to and from their house to the airport in their nearest capital city. Compliance with any health or other government requirements (Eg. ESTA) is the responsibility of the winner and their travel companion. Prize travel is subject to the airline's General Conditions of Carriage.
- 27. Winner (and their nominated companion) must arrange their own visa, passport and any other documentation required to travel.
- 28. Travel must take place at the times and days stated by the Promoter. The Promoter will elect the flights times in its sole and absolute discretion. Travel dates would be:

  Depart nearest capital city Sunday 20<sup>th</sup> July 2025 Depart NYC, United States of America Wednesday 23<sup>rd</sup> July 2025 (or closest available flights).
- 29. Winner and their nominated companion must redeem their flights at the same time, depart from the same location, and travel on the same flights. If the winner is unable to use both tickets at the same time they will forfeit the additional ticket and no compensation will be given in lieu. Any changes or costs incurred once the tickets have been issued will be the sole responsibility of the winner. The winner and their companion will not accrue Frequent Flyer points on the Prize travel. Upgrades cannot be purchased using the winner's Frequent Flyer points. The Promoter recommends that the winner purchases appropriate travel insurance.
- 30. The Promoter is not responsible for any cancellation, delay or rescheduling of flights and any costs incurred as a result (including, without limitation, accommodation costs) will be the sole responsibility of the winner.
- 31. The winner must be able to take the Prize on the dates and times and at the locations stated in the Prize details in these Terms and Conditions. If the winner is unable to claim the Prize or attend the event on the relevant dates, they will forfeit the Prize.