

## Condensed terms

Visit <https://www.jbhifi.com.au/blogs/competitions/social-competitions> for full terms.

Open to residents of Australia only. One entry permitted per person. Entry is via a comment reply on the Ultimate Ears Everboom Speaker Competition post on the official JB Hi-Fi Facebook page. Competition opens at 11:00am AEST on June 27th, 2024 and closes at 5:30pm AEST on July 25th, 2024. 4 winner/s will be picked on Podium Level, 60 City Road, Southbank, VIC 3006 by 05:30pm AEDT on August 22nd, 2024 from all eligible entries. Winner/s will receive a One (1) Ultimate Ears EVERBOOM speaker Total prize pool of \$1396 on June 27th, 2024. Winner/s will be contacted by reply to their winning comment. Winners name/s will be published at <https://www.jbhifi.com.au/blogs/competitions/competition-winners> by August 22nd, 2024 for 28 days. The Promoter is JB Hi-Fi Group Pty Ltd (ACN 093 114 286) of Podium Level, 60 City Road, Southbank, VIC 3006.

## Ultimate Ears Everboom Speaker Competition Terms and Conditions

1. Entry into the promotion is deemed acceptance of these Terms and Conditions. Headings in these Terms and Conditions are included for ease of reference, and do not affect interpretation in any way.
2. You are deemed to have accepted these Terms and Conditions if you participate in or attempt to participate in this competition.
3. The promoter is JB Hi-Fi Group Pty Ltd (ACN 093 114 286) of Podium Level, 60 City Road, Southbank, VIC 3006 (**Promoter**).

### Duration

4. Entries for the promotion may be submitted from 11:00am AEST on June 27th, 2024 to 5:30pm AEST on July 25th, 2024. (**Promotion Period**).

### Eligibility to enter

5. Entry is open only to Australian residents who are not directors or employees of the Promoter and/or its related bodies corporate (or immediate family members of those directors and employees) (**Eligible Entrants**).
6. If an Eligible Entrant is under the age of 18, they must obtain consent from their parent or legal guardian before entering the promotion.
7. Only one entry per person is permitted. Entrants found submitting multiple entries may have all entries invalidated.

### Entry into the promotion

8. To enter, Eligible Entrants must reply with an original and unique answer to the competition post on the JB Hi-Fi Official Facebook page (located at [www.facebook.com.au/jbhifi](https://www.facebook.com.au/jbhifi)). We encourage entrants to like the page to allow easier communication in the event of them winning. Sharing of the post is not a requirement for entry.
9. Eligible entrants may only enter this competition once and must enter in their own

name.

10. The time of entry will be deemed to be the time the entry is received by the Promoter.
11. The Promoter reserves the right, at any time, to verify the validity of entries (including an entrant's identity, age and place of residence) and to disqualify any entrant who is not an Eligible Entrant, has not complied with these Terms and Conditions or tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
12. 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.

### **Determination of Winner/s**

13. This promotion is a game of skill and chance plays no part in determining the Winner/s. The Winner/s will be the best valid entry as judged by the judging panel based on the skill, creativity and originality of their answer by August 22nd, 2024 .
14. All valid entries received between 11:00am AEST on June 27th, 2024 and 5:30pm AEST on July 25th, 2024 will be judged. Total prize pool valued at \$1396 (4 x 349) on June 27th, 2024. 4 Winner/s will be picked on Podium Level, 60 City Road, Southbank, VIC 3006 by 05:30pm AEDT on August 22nd, 2024 from all eligible entries.
15. The decision of the judging panel is final and binding on each entrant and no correspondence will be entered into. The Promoter and judging panel will act in good faith.

### **The prize**

16. Winner/s will receive One (1) Ultimate Ears EVERBOOM speaker. Total prize pool of \$1396 on June 27th, 2024.
17. Unless otherwise agreed with the Winner/s, prizes will be sent to the winner's nominated address within 8 weeks of verification of the Winner/s. 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.
18. Prizes are not transferable, exchangeable or (with the exception of cash prizes) redeemable for cash.
19. If a prize (or part of a prize) is unavailable for any reason, the Promoter, in its discretion, reserves the right to select an alternative prize of similar value which will be awarded to the relevant Winner/s, subject to any written directions from a regulatory authority. Where practicable, will offer the winner a choice of alternatives.
20. The Promoter accepts no responsibility for any tax implications that may arise from the promotion or the prizes. Independent financial advice should be sought.

21. 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.

#### **Notification of the Winner/s**

22. The Promoter will attempt to notify each Winner within two business days of the draw. Contact will be made via Facebook reply on their winning Facebook message. Winner/s are encouraged to be a 'Fan' of the JB Hi-Fi Official Facebook page to allow the Promoter to make contact via Facebook.
23. If, having made reasonable efforts to do so using the information provided, the Promoter is unable to contact a Winner/s within 28 days of the Winner/s having been decided, the Promoter reserves the right to disqualify the entry, in which case the Promoter will reselect an alternate Winner/s.
24. The name of the Winner/s will be published at <https://www.jbhifi.com.au/blogs/competitions/competition-winners> by August 22nd, 2024 for 28 days.
25. 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.

#### **Right of the Promoter to reselect**

26. The Promoter reserves the right to re-select a Winner/s in the event of a Winner/s not being an Eligible Entrant, not having complied with these Terms and Conditions or not being able to be contacted by the Promoter after the Promoter has made reasonable efforts to do so. If a reselection is necessary, it will be conducted by JB Hi-Fi Group Pty Ltd (ACN 093 114 286) of Podium Level, 60 City Road, Southbank VIC 3006 by 05:30pm AEDT on September 19th, 2024, subject to any written direction given under applicable law. Any Winner/s determined in accordance with this clause 23 will be notified via Facebook reply on their winning Facebook message within two business days of the redraw and their name/s will be published online at <https://www.jbhifi.com.au/blogs/competitions/competition-winners> from August 22nd, 2024 for 28 days.

#### **Limitation of liability and variation of promotion**

27. 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.
28. 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 the judging/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.

29. 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.
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 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 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.
31. 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.

### **Publicity and privacy**

32. 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 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.
33. 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.

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### **Facebook Promotion**

35. *This promotion 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](http://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 promotion.*