

JB Hi-Fi Sony PlayStation 30th Anniversary Ballot (“Ballot”)

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 Ballot “you” acknowledge and agree to these Terms and Conditions.
3. This is a Ballot to give entrants a chance to purchase one of the limited edition 30th anniversary Sony PlayStation products by pre-order.

Who can enter

4. Entry into the Ballot is open to all current JB Hi-Fi Perks members who are residents of Australia aged 18 years and over, or where under 18 years have parental consent, who have fulfilled the requirements set out in these Terms and Conditions.
5. Employees of the JB Hi-Fi Group who are involved in the administration of this Ballot and their immediate families are not eligible to enter this Ballot.

Products available for purchase and entry into the Ballot

Limited edition 30 th anniversary Sony PlayStation product available for purchase
PlayStation®5 Pro Console – 30th Anniversary Limited Edition Bundle
PlayStation®5 Digital Edition – 30th Anniversary Limited Edition Bundle (model group – slim)*
DualSense® Wireless Controller – 30th Anniversary Limited Edition
DualSense Edge™ Wireless Controller - 30th Anniversary Limited Edition
PlayStation Portal™ Remote Player - 30th Anniversary Limited Edition

6. Winning entries will be provided with a chance to purchase one (1) of the products set out above (“**Products**”) by preorder.
7. To enter the Ballot and be eligible to win a chance to purchase a Product by preorder entrants must complete the entry form at <https://www.jbhifi.com.au/blogs/competitions/playstation-5-pro-ballot> between 10:00am AEST 26 September 2024 and 11:59pm AEST 29 September 2024 (“**Ballot Entry Period**”) by providing:
 - a. their name, email address, and mobile phone number nominated in their JB Hi-Fi Perks membership; and
 - b. selecting which Products they wish to purchase (up to five (5) Products can be selected but entrants are only eligible to win the opportunity to purchase one (1) Product).

8. The Ballot is limited to one (1) entry per person.

Determination of Winners and Notification

9. The winners for the opportunity to purchase each type of Product will be randomly drawn in five (5) draws (one for each Product type) on 2 October 2024 at 10:00am AEST ("**Draw Date**") at the Promoter's premises at 60 City Road, Southbank VIC 3006. The Promoter may draw alternative entries in the event that a winner cannot satisfy these Terms and Conditions until all Products have been successfully purchased in accordance with these Terms and Conditions.
10. The number of entries that will be drawn will correspond with the available quantity of Products.
11. The winners will be notified via email by 5:00pm AEST on 4 October 2024. The email notification sent to winners will require them to select a preferred date of either 7th, 8th or 9th October 2024 ("**Purchase Date**") on which they will receive an SMS to their mobile number containing a link for them to make their purchase of the Product by preorder. The SMS will be sent to winners between 8:00am and 8:00pm AEDT on their selected Purchase Date. Winners must complete their purchase of the Product by 11:59pm AEDT on their selected Purchase Date otherwise their winning entry will be forfeited and a new winner will be drawn. Products that are successfully purchased by winners will be dispatched from 21 November 2024.
12. If a winner does not meet these Terms and Conditions, that winner will forfeit the Prize and a new winner will be drawn to a winner who meets these Terms and Conditions until the earlier of 5:00pm AEDT 11 October 2024 or when all stock of the Products have been purchased.
13. The Promoter reserve the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age, place of residence and JB Hi-Fi Perks membership).
14. The Promoter's decision in relation to any aspect of the competition is final. No correspondence will be entered into.

Publicity and Privacy

15. The Promoter's privacy policy (available on JB Hi-Fi's website at: <https://support.jbhifi.com.au/hc/en-au/articles/360052938974-Privacy-policy>) and contains information about how the Promoter 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.
16. By entering this Ballot, you consent to being contacted by JB Hi-Fi for the purpose of providing you with notification of a winning entry and providing you with a link to an online basket to purchase a Product.
17. You must remain a JB Hi-Fi Perks member until and including your selected Purchase Date.

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 Ballot if an event beyond the control of the Promoter corrupts or affects the administration, security, fairness, integrity or proper conduct of this Ballot 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 draw, and the timing of any Product 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 Ballot. The Promoter's legal rights to recover damages or other compensation are reserved.
21. 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 the opportunity to purchase a Product, 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 Product fulfilment; or
 - that arises as a result of any breach of these Terms and Conditions by an entrant or potential entrant.