

Competition terms and conditions

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

Promotional Period

**Competition opens**

1 Nov 2023 12:01am AEDT

**Competition closes**

30 Nov 2023 11:59pm AEDT

**Winners notified**

12 Dec 2023

General

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

Who can enter?

2. Entry is open to all residents of Australia who fulfill the requirements set out below.
3. Employees and contractors (and their immediate families) of the Promoter, JB Hi-Fi Group Pty Ltd, associated agencies and companies and Permitz Group Pty Ltd (www.permitzgroup.com.au) are not eligible to enter this competition.. 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.
4. Any entrant under the age of 18 must obtain permission from their parent or legal guardian before entering the competition.
5. The Promoter is Scribal Customer Pty Ltd (ABN 27 092 362 135) of 33 Jessie Street, Cremorne VIC 3121 ('Promoter').

How to enter

6. Existing and new subscribers to STACK's newsletter who remain subscribed to receive STACK's newsletter with a valid email address at 11:59pm AEDT on 30 November 2023 will be automatically entered into the competition.
7. This promotion is a game of chance and winners will be drawn at random, in accordance with clause 7 and clause 16 (if applicable).
8. A draw will be conducted by 11:59pm AEDT on 12 December 2023 by Permitz Group Pty Ltd at 2.03/4 Ilya Avenue, Erina 2250 NSW. The Promoter will ensure that all entries have an equal chance of winning a prize.
9. There will be a total of 30 winners.
10. The result of the draw is final and no correspondence will be entered into.
11. 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 for 90 days by 14 December 2023.
12. You are deemed to have accepted these terms and conditions if you participate in or attempt to participate in this competition.

Number of entries permitted

13. Only one entry per person will be permitted.]

Prize on offer

14. Each winner will receive a \$50 JB Hi-Fi digital gift card prize. The total value of the prize pool for the competition is \$1,500. JB Hi-Fi gift cards are subject to further terms and conditions (available at: <https://support.jbhifi.com.au/hc/en-au/articles/360052939334-Gift-Card-Terms-Conditions>).
15. Digital gift card prizes will be sent to the nominated email address of each winner within 28 days of the draw. The Promoter cannot guarantee that any prizes sent to the wrong email address due to an incorrect email address being provided can be provided to the prize winner and it is each winner's responsibility to ensure that a current, correct email address is

provided.

16. If the Promoter, having made reasonable efforts, is unable to contact a winner within 90 days from the date that winners are drawn, the Promoter reserves the right to disqualify that winner and that winner will forfeit the prize in its entirety.
17. The Promoter may conduct such further draws three months after the original draw in order to distribute any prizes forfeited in accordance with clause 15, subject to State and Territory legislation. Winners of any further draws will be notified by email within two business days of the draw.

Further Terms and Conditions

18. 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 any 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.
19. 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.
20. If the prize is unavailable, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State and Territory legislation. Where practicable the Promoter will offer the winner a choice of alternatives. Prizes are not transferable or exchangeable and, with the exception of cash prizes, cannot be taken as cash.
21. The Promoter reserves the right to request that winners provide proof of identity, proof of age and/or proof of entry validity in order to claim a prize. Whether evidence provided is sufficient is at the discretion of the Promoter. In the event that a winner cannot provide sufficient proof, the winner will forfeit the prize and no substitute will be offered.

Privacy collection statement

22. The Promoter and its related entities collect entrants' personal information for the purposes of conducting and promoting this competition (including but not limited to determining and notifying winners). The Promoter will disclose entrants' personal information to Permitz Group Pty Ltd for the purposes of conducting the competition draw. The Promoter will disclose winners' personal information to JB Hi-Fi Group Pty Ltd for the purposes of 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 entrants' personal information provided in connection with this Competition in accordance with the Promoter's Privacy Policy, a copy of which is available at www.jbhifi.com.au/stack-privacy-policy

Copyright, statutory guarantees and liability

23. 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.
24. 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.
25. 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.
26. 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 it 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.