

## JB Hi-Fi Motorola + Buds competition (“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.

#### Prizes and entry into the Competition

##### Prize:

<https://www.jbhifi.com.au/products/motorola-razr-50-ultra-5g-512gb-hot-pink> X 1

<https://www.jbhifi.com.au/products/motorola-moto-buds-anc-in-ear-headphones-grey> X 1

*The Prize is valued at \$1948, being the ticketed/advertised price of the relevant product at JB Hi-Fi as at 2/12/2024*

5. To enter the Competition and be eligible to win a Prize as set out above (“Prize”) entrants must remain a JB Hi-Fi Perks member until the date the competition is drawn.

#### Determination of Winner(s) and Notification

6. The winner will be one winner randomly drawn at the end of the competition period on 9<sup>th</sup> of January at the Promoter’s premises at 60 City Road, Southbank VIC 3006. The Promoter may draw alternative entry as winner in the event that a winner cannot satisfy these Terms and Conditions.
7. The winner will be notified via email within 3 business days of 9<sup>th</sup> of January. The winner’s surname, initial and postcode will be published on JB Hi-Fi’s website on 9<sup>th</sup> January. Competition winner has four (4) weeks to respond before alternate winners are chosen.
8. 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.
9. Prizes will be issued to a winner via post within 8 weeks from 9<sup>th</sup> January 2024.
10. The Promoter reserve the right, at any time, to verify the validity of entries and entrants (including an entrant’s identity, age and place of residence).
11. JB Hi-Fi’s decision in relation to any aspect of the competition is final. No correspondence will be entered into. Prizes are not transferable or exchangeable and cannot be taken as cash.

## Publicity and Privacy

12. 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.

13. By entering this Competition, you consent to:

being contacted by JB Hi-Fi for the purpose of notified of winning, JB Hi-Fi publishing your winning name (initial and last name) on JB Hi-Fi's website at <https://www.jbhifi.com.au/blogs/competitions/competition-winners> and you consent to providing us your personal information for this purpose]

## Limitation of liability and variation of promotion

14. 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.

15. 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.

16. 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.

17. 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 des; or
- that arises as a result of any breach of these Terms and Conditions by an entrant or potential entrant.