

*May the FUN be with YOU!*

## Social Media Giveaway

### TERMS AND CONDITIONS

#### Definitions:

- **Promoter:** Engineered Investments Pty Ltd (ABN: 87 062 850 097) of 116 Ipswich Road, Woolloongabba, QLD / 4102, trading as iPlay Australia, identified by its Instagram handle @iplay\_australia and Facebook handle @iPlay Australia.
- **Promotion:** the iPlay Australia “**May the FUN be with YOU**” social media giveaway is governed by these terms and conditions.
- **Prizes** denote Ten (10) x \$100 iPlay Playcards valued at \$1000.00 collectively
- **Prize** signifies one (1) x \$100 iPlay Playcard valued at \$100.00.
- **The Promotional Period** means the period commencing on 03.05.2024 at 17:00 AEST and ending on 05/05/2024 at 17:00 AEST.
- **Immediate Family:** spouse, ex-spouse, de-facto spouse, child, or stepchild (whether natural or by adoption), parent, stepparent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, stepbrother, stepsister, or first cousin.
- **Valid entry / Valid Entries** means participants have completed the below steps on the promotional post:
  - Step one (1), like the promotion post;
  - Step two (2), comment your local venue;
  - Step three (3), tag three mates.
- **Additional Valid Entry** means a participant has completed the steps for a valid entry and have or begin to follow either the iPlay Australia Instagram page (@iplay\_australia) or Facebook Page (@iPlay Australia).

**Social Media Competition Disclaimer:** This social media competition is independently organised by iPlay Australia and is not affiliated with or endorsed by Instagram or Facebook.

**Agreement to Terms:** By participating in the competition, entrants agree to abide by these terms and conditions. All entries must be submitted by 5 pm AEST on May 05, 2024. The Promoter will announce ten (10) individual winners in Australia (excluding South Australia, Northern Territory, and Victoria) on May 06, 2024, at 5 pm AEST. Winners will be notified on or after this date/time via direct message on Instagram or Facebook.

1. Information on how to enter and the prize(s) form part of these Terms and Conditions. Participation in this **Promotion** is deemed acceptance of these Terms and Conditions.
2. Entry into this **Promotion** is only open to Australian residents in Western Australia, New South Wales, Queensland, and the Australian Capital Territory.
3. Participants must enter via Instagram or Facebook by liking the post, tagging three (3) other users, and commenting their local iPlay venue.
4. The **Prizes** will be awarded to ten (10) randomly selected winners who entered on Instagram and/or Facebook by a random selector (<https://www.classtools.net/random-name-picker>).

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Each entry will be assigned a numerical number, the corresponding number of each of all **Valid Entries** across both platforms will be input into the random selector. The **Promoter** will not be held responsible if the named **Prizes** become unavailable.

5. Participants are not required to make any purchase to participate in this **Promotion**.
6. Entrants must be at least eighteen (18) years old on the entry date or must provide written confirmation from a parent or caregiver if/when requested by the **Promoter**.
7. Employees of the **Promoter**, their **Immediate Families** and any agencies associated with this **Promotion** are ineligible to win **Prizes** of the **Promotion**.
8. Instagram and Facebook are not involved or affiliated with the competition.
9. Multiple entries per person for this **Promotion** are acceptable. Participants must tag three (3) different users each time for any multiple **Valid Entries**. Alternate to a **Valid Entry**, participants can receive an **Additional Valid Entry** once they have completed the steps for a **Valid Entry** and have or begin to follow either the iPlay Australia Instagram page (@iplay\_australia) or Facebook Page (@iPlay Australia).
10. Participants are urged to remain vigilant during social media giveaways, avoiding frauds. iPlay Australia will never request clicking a link to claim a prize. A disclaimer will be posted in the comment thread as a friendly reminder.
11. The **Promoter** is not liable for any failure of entry receipt, including lost, delayed, illegible, corrupted, damaged, incomplete, or invalid entries.
12. To the extent allowed by law, the **Promoter's** liability under the **Promotion** or these terms is limited to the cost price of the **Prize**. The **Promoter** is not liable for indirect, special, or consequential costs, expenses, losses, or damages.
13. **Prizes** are non-negotiable, non-transferable, and non-refundable. In case of unavailability, the **Promoter** reserves the right to substitute with a prize of equal or higher value.
14. The winner's name must be provided to the **Promoter** upon request for **Prize** fulfillment.
15. In unforeseen circumstances beyond the **Promoter's** control, the **Promotion** or these terms may be cancelled, terminated, modified, or suspended, with or without notice.
16. The **Promoter's** decision is final, and no correspondence will be entered into. The winner's name and/or social media username may be shared on the **Promoter's** social media profiles after selection.
17. Entrants consent to the **Promoter** using their name, likeness, image and/or voice in the event they are a winner (including the photo or any other photos, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this **Promotion** (including any outcome), and promoting any products manufactured, distributed and/or supplied by the **Promoter**.

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- 18.** If this **Promotion** is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the **Promoter**, including but not limited to forced government closures, technical difficulties, unauthorised intervention or fraud, the **Promoter** reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the **Promotion**, as appropriate.
- 19.** Any cost associated with accessing the **Promotion** is the entrant's responsibility and is dependent on the internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that participant invalid.
- 20.** Except for any liability that cannot by law be excluded, including the non-excludable Guarantees, the **Promoter** (including its respective officers, employees, and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether under the **Promoter's** control or not); (b) any theft, unauthorised access or third-party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether after their receipt by the **Promoter** or not) due to any reason beyond the reasonable control of the **Promoter**; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of a prize.