

## TIMEZONE MAY PLAY COMPETITION

### TERMS AND CONDITIONS

#### Definitions:

**Immediate Family:** means 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 1<sup>st</sup> cousin.

**Promoter:** means TEEG Australia Pty Ltd (ABN 61 003 710 110) of Level 8, 60 Miller Street, North Sydney, 2060 NSW, trading as Timezone.

**Promotion:** means the “Timezone May Play Competition” governed by these terms and conditions.

**Promotional Period:** means the period commencing on 06/05/2024 at 09:00 AEST and ending on 31/05/2024 at 23:59 AEST

**Qualifying Transaction:** entrants must tap their registered Powercard on a game card reader at a participating Timezone venue in Australia during the Promotional Period. Entrants can register their Powercard online on the Timezone member portal or by downloading the Timezone Fun App (available for download via the App Store or Google Play) and adding their Powercard to their account.

#### Terms and Conditions:

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.
3. Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this Promotion.
4. Employees of the Promoter and their Immediate Families and any agencies associated with this Promotion are ineligible to enter the Promotion. Any entry by an employee of the Promoter or their Immediate Family will be treated as an invalid entry resulting in the forfeiture of any right to win a prize.
5. To be eligible to enter the Promotion, registered guests must make a Qualifying Transaction.
6. Individuals that complete a Qualifying Transaction during the Promotional Period and successfully tap their registered Powercard on a game card reader at a participating Timezone venue in Australia will be automatically entered into the Promotion. Individuals can register their Powercard to their Timezone account by taking the following steps:
  - Entrants can register their Powercard online on the Timezone member portal or by downloading the Timezone Fun App (available for download via the App Store or Google Play) and adding their Powercard to their account.

For clarity, individuals that make a Qualifying Transaction at a participating Timezone venue in Australia during the Promotional Period will receive an automatic entry into the Promotion.

7. Multiple Qualifying Transaction are permitted, however, will only result in one entry into this Promotion.
8. Where an entrant makes a Qualifying Transaction, the entrant must retain the Timezone Powercard which was used to make the Qualifying Transaction, clearly showing the card number for all entries as proof of purchase. Failure to produce the proof of Transaction for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of all of an entrant's entries and forfeiture of any right to a prize.
9. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and 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, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the Promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
10. Incomplete or indecipherable entries will be deemed invalid.
11. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
12. There will be one (1) draw conducted for all entries received during the Promotional Period ("**Major Draw**").
13. The Major Draw will take place at Ansible Pty Ltd of Level 3, 100 Chalmers Street, Surry Hills, 2010 NSW at 15:30 AEST on 11/06/2024. The Promoter and Ansible Pty Ltd may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. The Major Winners will be notified by Ansible Pty Ltd in writing by email within five (5) business days of the Major Draw. The Major Prize winner's name will be published online at <https://www.timezonegames.com/en-au/competitions> on 13/06/2024.
14. The Promoter's decision is final, and no correspondence will be entered into.
15. There will be Ten (10) Major Prize Winners who will each win One (1) iPhone 15 PRO 128GB Natural Titanium (valued at \$1,849).
16. Any ancillary costs associated with the Prize are not included.
17. If the winner of the Major Draw prize is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian on the winner's behalf.
18. Subject to the unclaimed prize draw clause, if for any reason a winner does not take and/or redeem a prize (or an element of a prize) at or by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.

19. If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
20. Total prize pool value is **\$18,490**. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
21. If required, an unclaimed prize draw will take place on **19/08/2024** at the same time and place as the original draw, subject to any directions from a regulatory authority. The winner will be notified by Ansible Pty Ltd in writing by email within five (5) business days of the draw. If there are any unclaimed prizes awarded, all winners will be published online at <https://www.timezonegames.com/en-au/competitions> on 21/08/2024.
22. 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.
23. 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.
24. Any cost associated with accessing the promotional website 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 entrant invalid.
25. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) 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 the promotion.
26. 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 or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) 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.

27. The Promoter collects personal information ("**PI**") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use, and handle PI as set out in its Privacy Policy, which can be viewed at <https://www.timezonegames.com/en-au/privacy-policy>. In addition to any use that may be outlined in the Promoter's Privacy Policy, if an entrant has opted in at the time of registering a Timezone account, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter may disclose PI outside of Australia, see the Privacy Policy for more details.

**ACT Permit No. TP 24/00900 NSW Permit No. TP/01900 SA Permit No. T24/687**