

## Timezone Australia Winter School Holiday 2023 Competition - Load & Win

### 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 Australia Winter School Holiday 2023 Competition - Load & Win” governed by these terms and conditions.

**Promotional Period:** means the period commencing on 21/06/2023 at 09:00 AEST and ending on 24/07/2023 at 23:59 AEST

**Qualifying Transaction:** means the purchase of the Winter School Holiday Timezone deal “Load & Win \$60, Load & Win \$70, Load & Win \$100, Load & Win \$160 or Load & Win \$250” in one transaction via the Timezone Fun App (available for download via the App Store or Google Play) or in a Timezone venue during the Promotional Period.

#### 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 and either maintain or successfully create a Timezone account on or before 23:59 AEST on the date of the Qualifying Transaction will be automatically entered into the Promotion. Individuals may create a Timezone account by taking the following steps:
  - Visiting <https://portal.timezonegames.com/> and following the prompts to create a Timezone account or downloading the Timezone Fun App from the App Store or Google Play and creating a Timezone account by signing up with either a valid phone number or email address; and

- Adding the Powercard in respect of which the Qualifying Transaction was processed to their account.

For clarity, individuals that make a Qualifying Transaction via the Timezone Fun App during the Promotional Period will receive an automatic entry into the Promotion. Individuals that make a Qualifying Transaction in-store at a Timezone must create a Timezone account and register their details (including their Powercard) by no later than 23:59 AEST on the same day that their Qualifying Transaction was made, in order to receive an entry into the Promotion.

7. Individuals who are entered into the Promotion and have opted in to receive marketing communications will receive an email and/or SMS confirming their entry. For clarity, those who do not opt in to receive marketing communications will still be a valid entrant, they will however not receive an email and/or SMS confirming entry into the Promotion.
8. Multiple Qualifying Transactions are permitted and, subject to the registration requirements, will result in multiple entries into this Promotion. However, entrants are only eligible to win one (1) prize in the Major Draw (excluding SA residents who are eligible to win multiple Major Prizes) and one (1) Minor prize per Prize Category. For clarity, entrants can win up to a maximum of one (1) Major prize (excluding SA residents who are eligible to win multiple Major Prizes) and eight (8) Minor prizes throughout the Promotional Period.
9. Where an entrant makes a Qualifying Transaction in a Timezone venue, 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 purchase 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.
10. 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.
11. Incomplete or indecipherable entries will be deemed invalid.
12. 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.
13. There will be one (1) draw conducted for the entries received on each day of the Promotional Period, for a total of thirty-four (34) draws ("**Minor Prize Daily Draws**"), and there will be one (1) draw conducted for all entries received during the Promotional Period ("**Major Draw**"). Subject to the starting and closing time of the Promotional Period, entries into each Minor Prize Daily Draw will open at 00:00 AEST and close at 23.59 AEST each day based on **NSW** local time. Entries in each Minor Prize Daily Draw will NOT be entered into any subsequent Minor Prize Daily Draw(s); however, all entries (including the Minor Prize Daily Draw winners) will be entered into the Major Draw.

14. All Minor Prize Daily Draws will take place at TEEG Australia Pty Ltd of Level 8, 60 Miller Street, North Sydney, 2060 NSW. Each Minor Prize Daily Draw will take place (as the case requires) on the business day after entries close for that Minor Prize Daily Draw, with the first Minor Prize Daily Draw taking place on 22/06/2023 and the last Minor Prize Daily Draw taking place on 25/07/2023. Minor Prize Winners will only receive notification of their prize if they have opted in to receive marketing communications. If a Minor Prize Winner has not opted in, it is their responsibility check their Timezone Fun account to see whether they have been allocated a prize. All Minor Prize Winners will receive a notification in the Timezone Fun App notifying them of their Minor Prize regardless of their opt in status.
15. 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 08/08/2023, in the presence of a legal scrutineer. 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. Major Winners will be notified by Ansible Pty Ltd in writing by email within seven (7) business days of the relevant draw. The Major Draw winner's names and ACT Minor Prize Daily Draw winners' names will be published online at <https://www.timezonegames.com/en-au/competitions> on 10/08/2023. Once the prize is accepted, the winners must deal directly with Ansible Pty Ltd as distributor of the prizes. Prize fulfillment will be conducted within fifteen (15) business days following the winners' acceptance of the prize.
16. The Promoter's decision is final, and no correspondence will be entered into.
17. The first five (5) valid entries drawn in the Major Draw will each win a \$5,000 Flight Centre Gift Card. Flight Centre Gift Card will be sent via mail to the winner's nominated address and will expire within three (3) years of issue. Redemption of the Flight Centre Gift Card is subject to any terms and conditions of the issuer.
18. The first valid entry drawn in each Minor Prize Daily Draw will win a \$250 Timezone Credit.
19. The next two (2) valid entries drawn in each Minor Prize Daily Draw will each win a \$100 Timezone Credit.
20. The next four (4) valid entries drawn in each Minor Prize Daily Draw will each win a \$50 Timezone Credit.
21. The next fifty (50) valid entries drawn in each Minor Prize Daily Draw will each win a \$20 Timezone Credit.
22. The next one hundred and fifty (150) valid entries drawn in each Minor Prize Daily Draw will each win a \$10 Timezone Credit.
23. The next two (2) valid entries drawn in each Minor Prize Daily Draw will each win 1,000 Timezone Powertickets valued at \$10.
24. The next thirty (30) valid entries drawn in each Minor Prize Daily Draw will each win 500 Timezone Powertickets valued at \$5.
25. The next two hundred and eleven (211) valid entries drawn in each Minor Prize Daily Draw will each win 200 Timezone Powertickets valued at \$2.

26. Any Minor Prizes not allocated in the Minor Prize Daily Draw, will not carry over to the following day and a draw will take place at the end of the Competition Period, as per clause 34 to ensure all Minor Prizes are allocated.
27. Irrespective of whether a registered guest receives their confirmation of entry to the Promotion email, Timezone credit and/or Timezone Powerticket prizes will be applied to the winner's Timezone Fun App for the entrant to redeem. Timezone credit and/or Timezone Powerticket prizes can only be redeemed on the Powercard that was used to purchase the Winter School Holiday Timezone Deal "Load & Win \$60, Load & Win \$70, Load & Win \$100, Load & Win \$160 or Load & Win \$250". An entrant has 30 days from the date the prize is issued to redeem the prize via the Timezone Fun App, or the prize will expire. Under no circumstance will the validity of the prize be extended. An entrant is only eligible to win one (1) Major Prize and one (1) Minor Prize per Prize Category as detailed in Clause 8.
28. Any ancillary costs associated with redeeming a Timezone credit/Powertickets are not included. Any unused balance of a Timezone credit/Powertickets will not be awarded as cash. Redemption of the Prepaid Gift Cards are subject to any terms and conditions of the issuer. Redemption of the Timezone credit/Powerticket prizes are subject to Timezone's standard terms and conditions.
29. If a winner of a 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.
30. 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.
31. 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.
32. Total prize pool value is **\$152,228.00** Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
33. A draw for any Major unclaimed prizes may take place on **31/10/2023** at the same time and place as the original draw, subject to any directions from a regulatory authority. Winners will be notified in writing by email within seven (7) 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 02/11/2023. In the event that an unclaimed winner does not respond to any communication attempts, additional unclaimed prize draws will occur three (3) months after the previous unclaimed prize draw until the prize is claimed.
34. In the case that any of the Minor Prize Daily Draw Prizes are not allocated for any reason including (but not limited to) low entry volume, a prize draw including all non-winners will take place on 24/08/2023 at TEEG Australia Pty Ltd of Level 8, 60 Miller Street, North Sydney, 2060 NSW to allocate the remaining Minor Prizes.
35. 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.

36. 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.
37. 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.
38. 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.
39. 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.
40. 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.

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