

## Legal Terms & Conditions

CTW \$50,000 PROMO IN A BOX PROMOTION Promotion Terms & Conditions ("Conditions of Entry")

<b>Schedule</b>				
<b>Promotion:</b>	CTW \$50,000 PROMO IN A BOX PROMOTION			
<b>Promoter's Business Name:</b>	Insure My Promo T/a Promo in a Box			
<b>Promoter's ABN:</b>	43619585634			
<b>Promoter's Address:</b>	Level 9, 123 Albert Street Brisbane City, QLD 4000			
<b>Promotion Start Date:</b>	03/09/2018 at 07:00			
<b>Promotion End Date:</b>	31/12/2018 at 11:59PM			
<b>Time Zone Applicable:</b>	All times outlined in these Terms and Conditions are as applicable in the same State/Territory where the draw takes place.			
<b>Eligible State/s:</b>	NSW, QLD, TAS, NT, VIC, WA			
<b>Age Restriction:</b>	Entry is only open to residents of the Eligible State/s that comply with the Age Restriction below.			
<b>Eligible entrants:</b>	No age restriction applies. Entrants under the age of 18 must have parent or legal guardian approval to enter. If a prize is won by a person under the age of 18, the prize may be awarded to the winner's parent or guardian and where applicable to the prize a nominated parent/guardian must accompany any person under 18 years of age.			
<b>How to Enter:</b>	<p>To enter the Promotion, the eligible entrant must complete the following entry requirement during the Promotional Period.</p> <p><b>Purchase &amp; Automatic Entry on Purchase:</b> Purchase one (1) or more Eligible Product(s)/Service(s) in one (1) transaction, from/via any Eligible Channel. Entry is automatic on purchase.</p> <ul style="list-style-type: none"> <li>• Eligible Channels means the list of items in <b>Schedule Appendix A</b></li> <li>• Eligible Products and Services means the list of items in <b>Schedule Appendix B</b></li> </ul> <p><b>Only applies if purchase required for entry:</b> If purchase required for entry, entrants must keep their original receipt/invoice for their entry as proof of purchase ("Proof of Purchase"). If an entrant fails to produce the Proof of Purchase for their entry, as and when requested by the Promoter, the Promoter has the right to invalidate the entrant's entry and/or forfeit the entrant's right to a prize. Purchase receipt(s) must clearly specify: (a) the store of purchase as an eligible store/outlet/venue; (b) the required product/s or service/s to be purchased for entry; and (c) that the purchase was made during the Promotional Period and prior to entry.</p>			
<b>Entries permitted:</b>	Only one (1) eligible entry per person will be accepted. By completing the entry method, the entrant will receive one (1) entry.			
<b>Total Prize Pool:</b>	Up to AUD \$50,000.00			
<b>Draw Location:</b>	Suite 222, 117 Old Pittwater Road, Brookvale, NSW, 2100, Australia			
<b>Draw Time:</b>	10:00 (The draw time will be in the time-zone applicable to the State/Territory where the draw is conducted)			
<b>Original Draw Date:</b>	January 08, 2019			
<b>Publication Website</b>	www.promoinabox.win			
<table border="1" style="width: 100%;"> <tr> <td><b>Prize Description</b></td> </tr> <tr> <td><b>Major Prize:</b> \$50,000.00</td> </tr> <tr> <td><b>Consolation Prize:</b> \$50 Gift Card</td> </tr> </table> <p><b>Either the Major Prize <u>OR</u> Consolation Prize will be awarded via the Game and NOT both.</b></p>		<b>Prize Description</b>	<b>Major Prize:</b> \$50,000.00	<b>Consolation Prize:</b> \$50 Gift Card
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<b>Consolation Prize:</b> \$50 Gift Card				
<b>Prize Conditions:</b>	Exact method in which the Major Prize will be paid to the winner e.g. EFT, cheque, etc., will be determined by the Promoter in its absolute discretion. Consolation Prize will be awarded to the winner in the form of a gift card. Exact store/s where the gift card may be redeemed will be determined by the Promoter in its absolute discretion. No part of this prize is exchangeable, redeemable for any other prize or transferable.			

<b>Original Draw:</b>	The original draw will take place at the Draw Location at the Draw Time.
<b>Number of Envelopes on Display (“X”):</b>	100
<b>Winner Determination:</b>	<p>The first valid entry drawn from the Original Draw will win that entrant (“Participant”) the opportunity to play a contingency game (“the Game”) for the chance to win the Major Prize.</p> <p>The Game will take place at on the date, time &amp; location specified below. Any and all costs associated with attending the Game are the sole responsibility of the Participant. If the Participant resides outside of the same State/Territory where the Game takes place, the Participant may participate in the Game via telephone whereby they will select a number between 1 and ‘X’ (defined above) (inclusive) and a representative of the Promoter will select the envelope bearing that number on their behalf. If the drawn Participant resides in the same State/Territory where the Game will take place but cannot attend the Game, the Participant may appoint a proxy over 18 years of age to play the Game on his/her behalf provided the Participant gives the Promoter written, signed notice to that effect before the start of the Game. In the event that the Promoter has not been able to contact the Participant before the start of the Game, a representative of the Promoter will play the Game on the Participant’s behalf.</p> <p>There will be ‘X’ envelopes on display at the start of the Game. One (1) envelope will contain a promotional message representing the Major Prize. The other remaining envelopes will each contain a promotional message representing the Consolation Prize. The Participant/proxy/representative (“Attendee”) must choose only one (1) game envelope without touching, handling or interfering in any way with any of the other envelopes on display. If the Attendee is found to have breached this condition, he/she will be disqualified. If the Attendee selects the envelope containing the promotional message representing the Major Prize, then, subject to verification by the judges, the drawn Participant will win the Major Prize (defined above). If the Attendee selects an envelope containing a promotional message representing the Consolation Prize then the Major Prize will not be given away and, subject to verification by the judges, the drawn Participant will win the Consolation Prize.</p> <p>The drawn Participant’s odds of winning the Major Prize, are 1 in ‘X’ (<b>defined above</b>). The odds of being drawn as a Participant may be significantly higher than the odds of the drawn Participant winning the Major Prize, and will depend upon the number of entries received.</p>
<b>Game Location, Time and Date:</b>	The Game will take place at 100 Harris Street, Pyrmont, NSW, 2009, Australia at 01:00pm on January 23, 2019 (time will be as applicable to State/Territory where Game is conducted).
<b>Winner notification:</b>	The winner will be contacted by phone within two (2) business days of the Original Draw and in writing. The winner will be published at the Publication Website Address within 7 days of the Original Draw.
<b>Unclaimed Prizes:</b>	<p>Prize must be claimed within three (3) months of the Original Draw. In the event of an unclaimed prize, the prize will be redrawn three (3) months and one (1) business day after the Original Draw Date at the Draw Time at the Draw Location. The winner of the redraw will be notified by phone within two (2) business days of the redraw and in writing. The winner will be notified publicly (and their details published) at the Publication Website Address within seven (7) days of the re-draw.</p> <p>For the sake of clarity, the prize determined via the Game (if unclaimed) will be awarded via the unclaimed prize draw. Another Game will not be conducted to determine the exact prize awarded via the unclaimed prize draw.</p>

**SCHEDULE APPENDIX A - (CHANNELS)**

▸ Online

**SCHEDULE APPENDIX B - (PRODUCTS AND SERVICES)**

▸ Any Promo in a Box campaign

1. The entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
2. The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
3. Valid and eligible entries will be accepted during the Promotional Period.
4. All prize value references in these terms are in AUD.
5. Employees (and the immediate family members) of the agencies/companies directly associated with the conduct of this Promotion, the Promoter, its distributors, suppliers, subsidiary companies/businesses and associated companies and agencies and if applicable, any store(s)/venue(s)/business(es) where purchase must be made to participate in this Promotion, are not eligible to enter. "Immediate family member" 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.
6. If a draw is scheduled on the weekend or a public holiday, the draw will be conducted at the same time and location on the following business day. The Promoter will ensure each draw is open for public scrutiny and anyone may witness the draw on request. The winner of a drawn prize is determined by chance.
7. All reasonable attempts will be made to contact each winner.
8. If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize by the time specified by the Promoter, or is unavailable, they forfeit the prize and the Promoter is not obliged to substitute the prize.
9. Where entry is allowed by purchase or subscription, the cost of the product or service is no greater than the cost would be without the opportunity to participate in the Promotion.
10. If a prize (or portion of a prize) is unavailable the Promoter reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and/or specification, subject to any written directions of a regulatory authority.
11. No entry fee is charged by the Promoter to enter the Promotion.
12. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.
13. 'Entrants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. The Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth). Contact the Promoter via details above if you want to access, update and seek correction of the personal information the Promoter holds about you. The Promoter collects personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion and to the State and Territory lottery departments as required under the relevant lottery legislation. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion.
14. For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and State/Territory or postcode of residence.
15. The Promoter reserves the right to refuse to allow a winner to take part in any or all aspects of the prize, if the Promoter determines in their absolute discretion, that a winner is not in the physical or mental condition necessary to be able to safely participate in or accept the prize. It is a condition of accepting the prize that the winner (or their parent/legal guardian, if under the age of 18) may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving the prize.
16. If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third-party prize supplier and the provision of the prize is the sole responsibility of the third party and not the Promoter. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Conditions of Entry, to the extent of any inconsistency. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.

17. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).
18. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify suspend the Promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.
19. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third-party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.
20. All material submitted on entry (e.g. photo(s), image(s), drawing(s), comment(s), sound/video recording(s) and answer(s) to a promotional question) must NOT: (a) be in breach of any laws, regulations and rights, e.g. any laws regarding intellectual property (copyright, trademarks, etc.), defamation and privacy; (b) be defamatory, obscene, derogatory, pornographic, sexually inappropriate, contain nudity, aggressive, violent, abusive, harassing, threatening, objectionable or discriminate/vilify any section of the community with respect to race, ethnicity, nationality, religion, origin, sexual preference, mental illness, disability or gender or unsuitable for publication; or (c) contain viruses. Entrants warrant that they own or have the right to license the copyright in any entry submitted by them into this Promotion, for the purposes of this Promotion, that no rights have been granted to any third party in respect of any such entry which would prevent the entry being used as contemplated by this Promotion, and that the use by the Promoter of any such entry will not breach any laws or infringe the rights of any person (including without limitation with respect to privacy, intellectual property and defamation). Entrants must obtain prior consent from any person or from the owner(s) of any property that appears in their entry. By entering, all entrants license and grant the Promoter, its affiliates and sub-licensees an exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (including any portion of their entry) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability. Entrants further agree, upon request by the Promoter, to assign all of their rights, title and interest (including copyright) in and to their entry to the Promoter and to sign any legal documentation to confirm such assignment. Entrants agree that their entry is their original work and does not infringe the rights of third parties, or that they have obtained full prior consent from any person who has jointly created or has any rights in the aforementioned material. Entrants consent to any use of their entry that may otherwise infringe their moral rights. Entrants are responsible for all entries they submit on entry. The Promoter will not be liable for any entries, to the extent permitted by law. The Promoter reserves the right to remove, request removal or decline to publish any entry or portion of an entry for any reason whatsoever, including if in breach of these Terms and Conditions. The Promoter will have no liability to entrants if it exercises this right and entrants must comply with any request made by the Promoter pursuant to this paragraph. The entrant warrants and represents that any material sent or provided by the entrant to the Promoter will not infringe any copyright, trademarks or other intellectual property rights of any third party (including moral rights) and that the entrant has all rights to use the materials and has obtained all necessary consents to comply with any relevant privacy and/or confidentiality requirements. Entrants agree to indemnify the Promoter for any breach of the Terms and Conditions including this clause.
21. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that there is a dispute concerning the conduct of the Promotion, the decision of the Promoter is final and binding on each entrant and no correspondence will be entered into.
22. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
23. The entrant will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.
24. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice with regards to the tax implications relating to the prize or acceptance of the prize.
25. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
26. Authorised under: NSW Permit No. LTPS/18/27303