

Sony Foundation
Bid2Give
General Auction Terms

1 Terms and conditions

These General Auction Terms provide the general terms and conditions applicable to each auction in the Online Charity Store (each an **Auction**). The Promoter and host for each Auction is Sony Foundation Australia Limited (ACN 086 967 222) (**Promoter**). Each Auction will have additional rules (**Special Auction Terms**) located on the webpage for the Auction (**Auction Webpage**). Together, the General Auction Terms and Special Auction Terms are referred to as the **Full Auction Terms**. In the event of an inconsistency between the Special Auction Terms and these General Auction Terms, the Special Auction Terms will prevail to the extent of the inconsistency. By entering, entrants accept the Full Auction Terms.

2 Eligibility

Unless otherwise specified, each Auction is only open to Australian residents aged 18 or over.

3 Auction Period

Each Auction will be conducted during its Auction Period.

4 Bids

4.1 General

Bids must be received during the Auction Period. Bids are deemed to be received at the time they are received by the Promoter's database and not at the time of submission by the entrant. The Promoter has no control over communications networks and is not liable for any problems associated with them due to traffic congestion, technical malfunction or otherwise. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred. Consumers are responsible for their own costs associated with accessing the Internet.

4.2 Confirmation of bid

Each entrant for an Auction will receive an email confirming their bid into the Auction. By entering the Auction, entrants consent to receiving this email.

4.3 Limitation of liability

The Promoter is not liable for late, lost, incomplete, misdirected, incorrectly submitted, delayed or illegible entries, correspondence or claims for prizes due to error, omission, tampering, theft, destruction or otherwise.

4.4 Bid Value

All bid values refer to Australian currency.

4.5 Bidder's warranties

By making a bid, the entrant warrants that:

- (a) the entrant has full authority to offer the bid and enter into a transaction with the Promoter;
- (b) all the information provided by the entrant to the Promoter is true and complete; and
- (c) the entrant's bid is genuine and the entrant has sufficient funds to purchase and make payment for the Prize at the highest price they bid.

5 Prizes

5.1 Prize Details

Prizes as stated in the Prize Details section of the Special Auction Terms. No Prizes, or elements of a Prize, may be exchanged, changed, or redeemed for cash.

5.2 Travel not included

If a prize requires travel to a location or event to participate in the prize, winners (and their companions, if applicable) are responsible for making their own way to and from the location or event unless otherwise stated in the Special Auction terms.

5.3 Events and activities

If a prize includes attending an event or engaging in an activity and the event or activity is abandoned, called off or postponed for any reason beyond the Promoter's control, the winners (and their companions, if applicable) forfeit any right to attend or engage in the event or activity (including any tickets) and no cash or alternative tickets will be substituted for that component of the prize. If this was also beyond the winner's control, the Promoter may in its absolute discretion refund the winning bid.

If a prize includes an event and activity and winner gets to choose the date and time to attend, the Promoter is not liable if a winner is unable to attend the event or activity on the date and time of their choice, for any reason.

5.4 Vouchers

If the Prize is a voucher, the voucher is subject to the terms and conditions imposed by the supplier of voucher including period of validity.

5.5 Gift cards

If the Prize is a gift card, the gift card can be used for purchases where the gift card is accepted, at each merchant's discretion. The gift card is subject to conditions of use as imposed by the prize supplier, including periods of validity.

5.6 Meet and greet

If the prize includes meeting a celebrity and the celebrity is unable to meet the winners (and their companions, if applicable) for any reason beyond the Promoter's control, the winners (and their companions, if applicable) forfeit any right to meet the celebrity and no cash or alternative prize will be substituted for that component of the prize. If this was also beyond the winner's control, the Promoter may in its absolute discretion refund the winning bid.

5.7 Prize Value

All prize values refer to Australian currency.

6 Final decision

The Promoter's decision is final and no correspondence will be entered into.

7 Winner Notification

Winners will be notified in accordance with the Winner Notification section of the Special Auction Terms.

8 Claiming prizes

8.1 Verification

The Promoter may require winners to provide proof of identity, proof of age and proof of residency at any nominated prize delivery address. Identification considered suitable for verification is at the Promoter's discretion.

8.2 Delivery of prize

Without limiting the previous paragraph, the Promoter and its associated agencies and companies will not be liable for any damage, loss or delay in transit to prizes or be liable for any damage that occurs to prizes. Where an Auction allows for the delivery of prizes, prizes will be delivered in Australia only.

8.3 Companions of winners

If a prize involves participation by a companion of a winner, as a condition of accepting or participating in any prize, a winner's companion accepts the Full Auction Terms.

8.4 Promotional activity

Winners (and their companions, if applicable) must, at the Promoter's request, participate in all promotional activity (such as publicity and photography) surrounding the winning of any prize, free of charge, and they consent to the Promoter using their names and images in promotional material.

8.5 Behaviour

The Promoter may in its absolute discretion cancel the prize or otherwise cease to provide any benefit of the prize to a winner (and their companions, if applicable) if the winner (or their companions, if applicable), in the opinion of the Promoter, is under the influence of alcohol or any other drug, behaves aggressively or offensively, or behaves in a manner which may diminish the good name or reputation of the Promoter or any of its related bodies corporate or the agencies or companies associated with the Auction, is contrary to law or is otherwise inappropriate.

8.6 Prizes are non-transferable, etc

Prizes not transferable or exchangeable and cannot be redeemed for cash. If for any reason, a winner (or their companion, if applicable) does not take an element of a prize at the time stipulated by the Promoter then that element of the prize will be forfeited and cash will not be supplied instead. If a prize or any element of a prize is unavailable for any reason, the Promoter may substitute for that prize or element of that prize another item of equal or higher value as determined by the Promoter.

8.7 Acknowledgement and acceptance of risk

Entrants (and their companions, if applicable) acknowledge that there are inherent risks in some aspects of prizes and that using prizes may involve participating in dangerous

activities. By entering an Auction and/or accepting a prize, entrants (and their companions, if applicable) accept that risk.

8.8 Health and fitness etc of winners

In order to participate in the activities awarded as part of the prize, the winners (and their companions, if applicable) must comply with applicable height, weight, health and fitness requirements and any other requirements normally associated with the relevant activities. It is the winners' responsibility to ensure that they (and their companions, if applicable) are sufficiently healthy and fit so as to safely take the trip and undertake the activities awarded as part of the prize. The winners (and their companions, if applicable) must comply with all requirements and directions of the people responsible for the conduct of the relevant activities.

8.9 Indemnity and exclusion of liability

The winners (and their companions, if applicable) may be required to sign an indemnity and exclusion of liability form (provided by the Promoter) in favour of all parties involved in the Auction and/or providing the prize prior to undertaking the activities included in the prize. If a winner (or any of their nominated companions, if applicable) does not sign the form provided by the Promoter within the time requested by the Promoter, the winner's entry or claim will be deemed invalid.

9 Non-complying winning entry

If a winning entry is deemed not to comply with the Full Auction Terms, the entry will be discarded and a new winner of that prize will be determined by drawing a further valid entry in accordance with the Unclaimed Prize Draw Details.

10 Disqualification

The Promoter may, in its sole discretion, disqualify all bids from, and prohibit further participation in any Auction by, any person (including without limitation, any winners and, if applicable, any of their companions) who tampers with or benefits from any tampering with the entry process or with the operation of any Auction or acts in violation of the Full Auction Terms, acts in a disruptive manner or acts with the intent or effect of annoying, abusing, threatening or harassing any other person or behaves in a manner which may diminish the good name or reputation of the Promoter or any of its related bodies corporate or the agencies or companies associated with the Auction, is contrary to law or is otherwise inappropriate.

Winners are fully responsible for the acts and omissions of their companions and the Promoter may, in its sole discretion, disqualify all bids from, and prohibit further participation in the Auction by, that winner and any or all of their companions if any of their companions breaches the Full Auction Terms, whether or not legally bound by them.

11 Limitation of liability

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, illness or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with an Auction or

accepting or using any prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).

Nothing in the Full Auction Terms 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)*.

12 Risk, payment and title

The risk as to damage to a Prize passes to the winner immediately after the winner receives Winner Notification. The winner is not entitled to remove the Prize from the Promoter's possession until the Promoter receives full payment of the winning bid. Payment by direct bank deposit into the account nominated by the Promoter within five (5) working days of the End Date of an Auction. Title in any Prize does not pass to the winner until the winning bid has been paid in full.

Payment of the winning bid must be in accordance with the Payment Section of the Special Auction Conditions and any other payment conditions imposed by the Promoter. If payment does not comply with the Full Auction Terms, the Promoter may in its absolute discretion:

- (a) disqualify the winning entry;
- (b) charge the winner for, and the winner must indemnify the Promoter from, all costs and expenses (including without limitation all legal costs and expenses) incurred by it resulting from the default or in taking action to enforce compliance with the Full Auction Terms; and
- (c) enter into discussions with the next highest bidder or re-commence the Auction.

13 General

13.1 Cancellation, modification etc of Auction

If for any reason any aspect of an Auction 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 or suspend the Auction, or invalidate any affected Bids.

13.2 Tax

The Promoter is not liable for any tax implications arising from prize winnings. Independent financial advice should be sought. Where an Auction involves, for GST purposes, supplies being made for non-monetary consideration, entrants will follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.

13.3 No sponsorship, etc

The Promoter may communicate or advertise an Auction using Facebook. However, the Auction is in no way sponsored, endorsed or administered by, or associated with, Facebook. Entrants are providing their information to the Promoter and not to Facebook. Each entrant completely releases Facebook from any and all liability.

13.4 Privacy

All entries will be the property of Sony Foundation Australia Limited. The information entrants provide will be collected by Sony Foundation Australia for the purpose of conducting the Auction. Sony Foundation Australia may collect personal information of the entrants (and their companions, as applicable) (including through its contractors or agents) or disclose this information to its related companies, contractors and agents to assist in conducting the Auction, storing data or communicating with entrants (or their companions, if applicable). Information will be securely stored within infrastructure owned and operated by the Promoter and hosted securely by Sony Music Entertainment Australia Pty Ltd (ACN 107 133 184).

We may also share your personal information with our employees or related bodies corporate worldwide, third party service suppliers and providers, professional advisers, dealers and agents or existing or potential agents, business partners or partners.

We may disclose personal information outside of Australia. We will take reasonable steps to ensure that any person located outside of Australia to whom we disclose your personal information will deal with such personal information in a way that is consistent with the Australian Privacy Principles. These disclosures may include disclosures to organisations in locations including European Union countries, United Kingdom, United States of America, and countries within the Asia-Pacific region.

If there is an “opt-in” box on an entry form to receive marketing communications and the entrant has checked this box, the entrant consents to the storage of their personal information on the Promoter’s database and the Promoter may use this information for future promotional and marketing purposes regarding the Promoter including contacting the entrant via electronic messaging.

Sony Foundation Australia is bound by the Privacy Principles in the Privacy Act 1988 (Cth). Sony Foundation’s Privacy Policy, located at <https://www.sonyfoundation.org/getasset/16C BJP>

- (a) how entrants (or their companions, if applicable) can seek access to the personal information the Promoter holds about them and seek the correction of such information; and
- (b) how entrants (or their companions, if applicable) can complain about a privacy breach and how the Promoter will deal with such a complaint.

13.5 Governing law

The Full Auction Terms shall be governed by the laws in New South Wales, Australia and each party submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia and any courts which have jurisdiction to hear appeals from any of those courts over any dispute arising from the Auction and waives any right to object to any proceedings being brought in those courts.

13.6 Responsible Gambling

For information on how to play responsibly call Gambling Hotline on 1800 858 858 (Aust) or online at <https://www.gamblinghelponline.org.au/>