

**Sony Foundation**  
**Bid2Give**  
**General Competition Terms**

**1 Terms and conditions**

These General Competition Terms provide the general terms and conditions applicable to each competition in Bid2Give (each a **Competition**). The Promoter and host for each Competition is Sony Foundation Australia Limited (ACN 086 967 222) (**Promoter**). Each Competition will have additional rules (**Special Competition Terms**) located on the webpage for the Competition (**Competition Webpage**). Together, the General Competition Terms and Special Competition Terms are referred to as the **Full Competition Terms**. In the event of an inconsistency between the Special Competition Terms and these General Competition Terms, the Special Competition Terms will prevail to the extent of the inconsistency. By entering, entrants accept the Full Competition Terms.

**2 Eligibility**

Unless otherwise specified, each Competition is only open to Australian residents aged 18 or over. Directors, officers, management and employees (and the immediate families of directors, officers, management and employees) of the Promoter or of the agencies or other companies associated with the Competition are ineligible to enter.

**3 Competition Period**

Each Competition will be conducted during its Competition Period.

**4 Entries**

**4.1 General**

Entries must be received during the Competition Period. Entries 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. Entrants who enter using multiple email addresses phone numbers or aliases may be disqualified. Consumers are responsible for their own costs associated with accessing the Internet. Automatically generated entries may be disqualified.

**4.2 Confirmation of entry**

Each entrant for a Competition will receive an email confirming their successful entry into the Competition. By entering the Competition, 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 Entry Value**

All entry values refer to Australian currency.

## **5 Prizes**

### **5.1 Prize Details**

Prizes as stated in the Prize Details section of the Special Competition Terms. No Prizes, or elements of a Prize, may be exchanged, changed, or is redeemable 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 Special Competition terms state otherwise.

### **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 a prize includes an event and activity and winner gets to choose 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.

### **5.7 Prize Value**

All prize values refer to Australian currency.

## **6 Draw Details**

Draws will be conducted at the times and on the dates as stated in the Draw Details section of the Special Competition Terms.

## **7 Final decision**

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

## **8 Winner Notification and Publication**

Winners will be notified in accordance with the Winner Notification and Publication section of the Special Competition Terms. By entering a Competition, each entrant requests that his or her full address not be published.

## **9 Claiming prizes**

### **9.1 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.

### **9.2 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 a Competition allows for the delivery of prizes, prizes will be delivered in Australia only.

### **9.3 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 Competition Terms.

### **9.4 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.

### **9.5 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 Competition, is contrary to law or is otherwise inappropriate.

### **9.6 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. The Promoter accepts no responsibility for any

variation in prize value. 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, subject to the approval of the relevant gaming authorities if required.

### **9.7 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 a Competition and/or accepting a prize, entrants (and their companions, if applicable) accept that risk.

### **9.8 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.

### **9.9 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 Competition 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.

## **10 Unclaimed prizes**

If any prize has not been accepted or claimed in accordance with the Prize Claim Date and Time or if, after making all reasonable attempts, the Promoter cannot contact the drawn winner (or the drawn winner does not contact the Promoter) by the Prize Claim Date and Time, the relevant winner's entry will be deemed invalid and the Promoter will conduct such further draws in accordance with the Unclaimed Prize Draw Details as are necessary to distribute the relevant prize, subject to any requirements of the relevant gaming authorities. Any winner(s) in this draw will be notified as stated in the Unclaimed Prize Draw Winner Notification and Publication section of the Special Competition Terms.

## **11 Non-complying winning entry**

If a winning entry is deemed not to comply with the Full Competition Terms, including if a winner is unable to take the prize between dates specified by the Promoter, 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.

## **12 Disqualification**

The Promoter may, in its sole discretion, disqualify all entries from, and prohibit further participation in any Competition 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 Competition or acts in violation of the Full Competition 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 Competition, 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 entries from, and prohibit further participation in the Competition by, that winner and any or all of their companions if any of their companions breaches the Full Competition Terms, whether or not legally bound by them.

## **13 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 a Competition 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 Competition 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)*.

## **14 General**

### **14.1 Cancellation, modification etc of Competition**

If for any reason any aspect of a Competition 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 Competition, or invalidate any affected entries, subject to the approval of the relevant gaming authorities if required.

### **14.2 Tax**

The Promoter is not liable for any tax implications arising from prize winnings. Independent financial advice should be sought. Where a Competition 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.

### **14.3 No sponsorship, etc**

The Promoter may communicate or advertise a Competition using Facebook. However, the Competition 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.

## 14.4 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 Competition. 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 Competition, 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).

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.

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.

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

- (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.

## 14.5 Governing law

The Full Competition 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 Competition and waives any right to object to any proceedings being brought in those courts.

## 14.6 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/>