

**“WIN A YAMAHA MOTOCROSS MOTORCYCLE FROM MONSTER ENERGY SUPERCROSS 2 –
THE OFFICIAL VIDEOGAME” PROMOTION**

TERMS AND CONDITIONS

1. Information on how to enter, mechanics of entry and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions. Entry is via in-store entry form only.
2. The Promoter is JB Hi-Fi Group Pty Ltd (ACN 093 114 286) of Level 3, Office Tower 2, Chadstone Place, Chadstone Shopping Centre, Chadstone VIC 3148. (“**Promoter**”).
3. Entry is only open to Australian residents aged 18 years or over (“**Entrants**”).
4. Directors, managers and employees (and their immediate families) of the Promoter, participating JB Hi-Fi stores (“**Participating Stores**”) and agencies associated with this promotion are ineligible to enter. Immediate family 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.
5. The promotion commences at 12:01am AEST on **8/02/2019** and ends at 11:59pm AEST on **31/03/2019** (“**Promotional Period**”).
6. To enter, Entrants must, during the Promotional Period:
 - a. Purchase a copy of Monster Energy Supercross 2 – The Official Videogame on PS4, Xbox One or Nintendo Switch (“**Eligible Purchase**”) from a Participating Store, including the JB Hi-Fi online store, during the Promotional Period;
 - b. Retain the Eligible Purchase’s original purchase receipt (“**Purchase Receipt**”); and
 - c. visit <https://www.jbhifi.com.au/supercross2comp> (“**Promotional Page**”) to complete the entry form as directed including providing the Entrant’s full name, current and valid email address, state of residence, date of birth, post code and contact telephone number and explain in twenty-five (25) words or less “*What are you most looking forward to in Monster Energy Supercross 2 – The Official Videogame?*”

(together, an “**Entry**”).
7. Entrants can only enter in their own name. Entrants who provide incorrect, misleading or fraudulent information are ineligible to participate in the promotion and all Entries of an Entrant who is deemed by the Promoter to have provided incorrect, misleading or fraudulent information may, at the absolute discretion of the Promoter, be deemed invalid. The Promoter reserves the right, at any time, to verify the validity of Entries and Entrants (including an Entrant’s identity, age, place of residence, eligibility to enter and claim a prize, and any information submitted by the Entrant in entering the promotion) and reserves the right, in its absolute discretion, to disqualify any Entrant 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. If any documentation required by the Promoter is not received by the Promoter (or its nominated agent) or an Entrant or Entry has not been verified or validated to the Promoter’s (or its nominated agent’s) satisfaction, then all the Entries of that Entrant may be ineligible and deemed invalid. Method considered suitable for verification is at the Promoter’s absolute discretion. Errors and omissions may be accepted at the Promoter’s absolute 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.

8. Entries received will be considered final by the Promoter. Incomplete, inaccurate, erroneous, ineligible or incomprehensible Entries will be deemed invalid. The Promoter accepts no responsibility for late, lost or misdirected Entries. Contact details entered incorrectly by an Entrant on their entry form will deem their Entry invalid.
9. Entries made using Purchase Receipts that are stolen, forged or tampered with in any way will be invalid. Any Entry that does not comply with these Terms and Conditions will be deemed invalid. Prizes will only be awarded where the Purchase Receipt fulfils all of the requirements of the Promoter's verification tests and procedures. The verification tests and procedures shall be determined by the Promoter in its absolute discretion.
10. Only one (1) Entry per person is permitted. Any subsequent Entry of an Entrant after the first valid Entry is received from that Entrant will be deemed invalid.
11. Entrants must retain their Purchase Receipt as proof of purchase for all Entries. The Promoter may request a copy of such proof of purchase from the Entrant to verify the validity of their Entries. Failure to produce the proof of purchase for all Entries when requested may, in the absolute discretion of the Promoter, result in invalidation of an Entrant's Entry and forfeiture of any right to a prize. A Purchase Receipt must clearly specify the Participating Store of purchase, eligible product purchased and that the purchase was made during the Promotional Period but prior to entry.
12. Any prize awarded to an Entrant that is later invalidated, must be returned and may be re-drawn in accordance with these Terms and Conditions.
13. All valid entries received during the Promotion Period will be reviewed by the Promoter. This is a game of skill and chance plays no part in determining the winners. Each entry will be individually judged based on originality and creativity (**Judging Criteria**). The winning entry will be judged according to the Judging Criteria by the Promoter on 1/04/2019 and the winner will be notified in writing by email within two (2) business days. The winner will be published on the JB Hi-Fi website within a week of the winner accepting the prize. All reasonable steps to notify winners of the results of the draws will be taken by the Promoter.
14. In the event that the Prize is not claimed by 6:00PM AEST on 15 April 2019 the Prize will be forfeited by that winner and neither cash nor any other prize will be awarded in lieu of that Prize. The judges will select an alternate winner on the basis of the Judging Criteria. In the event that the alternate winner does not claim their prize by 6:00PM AEST on 29 April 2019 then the Prize will be forfeited by the alternate winner and neither cash nor any other prize will be awarded in lieu of that prize.
15. The Promoter's decision is final and no correspondence will be entered into.
16. The winning entry as judged by the Promoter will win one (1) Yamaha YZ250F ("**Prize**"). The Prize is valued at AUD \$11,399 RRP. Additional insurance, petrol and all other ancillary costs are also the responsibility of the winner.
17. The Entrant assumes full responsibility for any and all risks of injury, death or property damages that may result from the use of the Prize. Each prize winner may be required to sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
18. The provision of the prize will be subject to clearance from customs. The prize will be delivered as soon as reasonably possible, however the delivery of the prize to the winner may be delayed for reasons beyond the Promoter's control. If any prize (or any part thereof) is unavailable, for any reason beyond the Promoter's reasonable control, the Promoter, in its absolute discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.

19. Prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash, unless specified otherwise. The prizes must be taken as offered and cannot be varied.
20. The stated Prize value is the recommended retail value (including GST) in Australia as provided by the supplier and is correct at the time of printing.
21. Entrants acknowledge the following:
 - a. Helmets should be used at all times when operating the Prize. Helmets will not be supplied as part of the Prize and any cost for the purchase of helmets is at the cost of the winner.
 - b. The Prize may only be used if it is registered with the Roads and Maritime Services.
 - c. The Prize will be transported to a location in Australia of the winner's choice, which must be reasonably accessible. The transportation of the bike is subject to the completion of a change of ownership or registration, the form of which will be dependent on the location of the winner. The winner will be required to complete the relevant sections of applicable documentation, as directed by the Promoter
 - d. The Prize must only be used by individuals who have a valid motorcycle license.
 - e. A trailer is not included as part of the Prize. The winner must determine whether a trailer is required to transport the Prize following delivery. Any such cost will be borne by the winner.
22. As a condition of entering this promotion, Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without further notification, remuneration or compensation for the purpose of promoting, publicising or marketing this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter. The Entrant agrees that, in the event they are a winner, the Entrant will participate in all reasonable promoted activities in relation to the promotion as required by the Promoter and its agents and sign any additional documents reasonably required by the Promoter to give effect to this condition.
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 war, terrorism, state of emergency or disaster (including natural disaster), infection by computer virus, bugs, tampering, technical difficulties, unauthorised intervention, directions of regulators or industry self-regulatory bodies, fraud or anything which corrupts or affects the administration, security fairness, integrity or proper conduct of this promotion, the Promoter reserves the right, in its absolute 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. 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 2010*, as well as any other implied warranties under the *ASIC Act 2001* or similar consumer protection laws in the States and Territories of Australia ("**Non-Excludable Guarantees**"). However, to the extent permitted by law, the Promoter makes no warranties and accepts no liability in relation to any prize, its condition or fitness for any purpose.
25. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and each Participating Store (including their respective officers, employees and agents) is not responsible for and excludes all liability (including for 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 (independent financial advice should be sought); or (f) taking and/or use of a prize.

26. Entrants agree (subject to any applicable law which cannot be excluded) to release and indemnify the Promoter, JB Hi-Fi and their respective related bodies corporate and their officers, directors, employees, agents and contractors ("Activision") from any and all liability arising from their death or personal injury, or arising from any loss or damage whatsoever which is suffered, sustained or incurred (including but not limited to indirect or consequential loss or loss of profits or loss arising from negligence and all legal costs on a solicitor-client basis) by the entrant arising directly or indirectly out of or in connection with the use of the Prize. Entrants agree not to bring any legal action, suit or claim whatsoever against Activision in respect of, or arising from the taking or use of the Prize.

27. Entrants acknowledge and understand that they are responsible for any costs incurred in the event of an accident arising from or in connection with, their acceptance or use of the Prize, or any activities associated with it, including but not limited to the costs of any medical, ambulance or surgical treatment.

28. 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 as set out in its Privacy Policy, which can be viewed at <https://www.activision.com/legal/privacy-policy>. In addition to any use that may be outlined in the Promoter's Privacy Policy, 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 relevant 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 Australian law and how those complaints will be dealt with. All Entries and any copyright subsisting in all Entries irrevocably becomes, at the time of entry, the property of the Promoter.