

## Conditions of Entry

1. The Promoter is (jointly and severally where applicable) Smart Pay It Ltd (ABN 69 156 529 341).
2. Instructions and information on how to enter form part of these Conditions of Entry. Participation in this Promotion constitutes 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.
3. All decisions and actions of the Promoter relating to the Promotion and/or redemption of the prizes are exercised accordingly at its absolute discretion and are final. No discussions or correspondence with entrants or any other person will be entered into.
4. If the Promotion is not capable of being conducted due to circumstances beyond the Promoter's control, including due to any technical or communications problems, the Promoter reserves the right to amend, suspend or cancel the Promotion subject to approval from any relevant authority.
5. The Promoter may (subject to State Regulations) vary the terms of, or terminate, this Promotion at any time at its absolute discretion without liability to any entrant, contestant or other person. The Promoter will not award the prize if the Promotion is terminated for whatever reason.
6. To enter the Promotion, entrants must complete the Entry Procedure and comply with all other applicable requirements during the Promotion Period. Eligibility to enter the Promotion is subject to the Entry Restrictions. The Promotion will be conducted during the Promotion Period.
7. Directors, management, employees and contractors of the Promoter and those of any agencies, retailers and suppliers directly associated with this Promotion and the immediate family members of these people are ineligible to enter. "Immediate family member" means spouse, parent, natural or adopted child, and sibling (whether natural or adopted by a parent), whether or not they live in the same household as the director, manager, employee, officer or contractor.
8. A person who has won a prize valued at \$10,000 or more in any competition run by the Promoter in the previous six (6) months prior to their Entry in this Competition is automatically ineligible to enter.
9. Entrants can enter the Promotion up to the Maximum Number of Entries. Entries must be submitted separately and each Entry must individually meet the Entry Requirements and be subject to the Entry Restrictions. Automated - computer - generated entries will not be accepted.
10. Entries must be received by the Promoter and will be deemed to have been received at the time of receipt by the Promoter. Online, SMS and other electronic entries are deemed to have been received at the time of receipt into the Promotion database and not at the time of transmission by the entrant.
11. Ineligible or late entries will be deemed to be invalid. No responsibility is accepted by the Promoter for late, lost, misdirected, ineligible or illegible / inaudible entries (including lost, stolen, forged, defaced or damaged proof of Entry or things required by the Verification Requirements).
12. Entries and the content contained in those entries become the property of the Promoter. Once submitted, no changes to or withdrawal of an Entry will be permitted. Entries will not be returned by the Promoter.
13. If the Promotion game involves an element of game of skill all valid entries will be judged by the Judge(s) based upon the Judging Criteria, and chance plays no part in determining that element of the outcome. If a Prize is awarded by draw, the prize draw(s) will be conducted in accordance with the Draw Details. The first valid Entry randomly drawn will win a Prize. If a winning Entry is invalid, that Entry will be disregarded and the prize will be awarded by drawing the next valid Entry in accordance with these Conditions of Entry.
14. Winners will be notified in accordance with the Notification of Winners and Publication Details. Winners' names and State/Territory of residence will be published as specified in the Schedule. The Promoter and the companies and agencies associated with this Promotion may also publish the name and State/Territory of the winners on the Website(s).
15. A winner has rights under the Australian Consumer Law and other similar legislation which cannot be excluded, restricted or modified by the Promoter. These rights include a statutory guarantee that any services provided by the Promoter will be rendered with due care and skill and that any goods will be of acceptable quality. These Conditions of Entry do not exclude, restrict or modify those statutory rights in any way. However, to the extent it is permitted by law to do so, the Promoter makes no representations or warranties, express or implied, other than the Australian Consumer Law, regarding the quality and suitability of the prize awarded under these Conditions of Entry and will not be responsible for breach of any such implied terms.
16. The Promoter and/or its representatives may conduct security and/or verification checks (including enforcement of the Verification Requirements) in their absolute discretion to determine the bona fides of an entrant's eligibility to enter the Promotion.
17. SMS Entry: The maximum cost of each SMS is 55 cents (inc GST), whether sent during the Promotion Period or not. Entrants must have a compatible mobile phone with a service provider that permits text messaging to the Promotion SMS number. Entrants may need to consult their service provider to enter the Promotion. SMS entries must be submitted from the entrant's mobile phone. Phone Line: The maximum cost of a standard call to the Promotion phone line is 55 cents (inc GST), whether calls are made the Promotion Period or not. Higher rates may apply for calls made from mobile or public phones.
18. Throughout any Contesting Period the Promoter may also contact entrants to interact with the station on air / online / in social media in relation to the Promotion. This does not form part of any judging process nor does it indicate that the entrant is a Contestant.
19. If an entrant / winner is not successfully contacted in a telephone call or attempted telephone call by the Promoter related to participation or Entry in the Promotion (including where a third party answers the telephone on the contestant or winner's behalf) that entrant will be disqualified and a replacement contestant or winner (whichever is applicable) will be selected by the Promoter.
20. If in the course of a telephone call related to participation or Entry in the Promotion, the telephone line drops out or breaks up the Promoter may proceed to another caller. In such event, the Promoter will not be responsible for the awarding of any prize to the caller whose line dropped out or disconnected for whatever reason.
21. The Promoter is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, communication network, computer equipment, software, technical problems or traffic congestion on the Internet or at any web site, or any combination thereof, including any error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise preventing entrants from successfully submitting an Entry, any injury or damage to entries or to participants' or any other person's computer related to or resulting from participation in or downloading any materials in this Promotion.
22. The Promoter may, in its sole discretion, declare any or all entries invalid, and/or prohibit further participation by an entrant in this Promotion or a prize event/activity if the entrant:
  - (a) Disrupts, annoys, abuses, threatens, harasses or attempts to do any of these things to the Promoter, another entrant or potential entrant of, or anyone else associated with, this Promotion; and/or
  - (b) Engages in conduct in relation to this Promotion which is misleading, deceptive, fraudulent or damaging to the Promoter's goodwill or reputation; and/or
  - (c) Does not comply with any reasonable directions or guidelines notified to them in connection with the Promotion or a prize event/activity.
23. Should an entrant be deemed by the Promoter to be ineligible, the entrant may not participate further in the Promotion. All decisions are at the discretion of the Promoter and no correspondence will be entered into in this regard.
24. Where an Entry is deemed invalid (at the Promoter's absolute discretion) prior to the Prize Claim Date, the Promoter may determine a new winner in accordance with the Unclaimed Prize Arrangements. Prizes unclaimed after a period of three (3) months will be forfeited subject to State regulations.
25. Prize(s) will be awarded as specified in to the Prize Details. If a Prize is unavailable for any reason, the Promoter, at its discretion, may substitute it for another item of equal or higher value. The Prize(s) is/are subject to any prize restrictions specified in the Schedule. The Total Prize Pool is specified in the Schedule. All Prize values stated are the recommended retail value as provided by the supplier, are in Australian dollars and are correct at the time of preparation of these Conditions of Entry.
26. All Prizes and/or parts of the Prize(s) are subject to availability, non-transferable and non-exchangeable, must be used on any dates specified in these terms and conditions and/or as stipulated by the prize provider and are not redeemable for cash unless cash is specified. The Promoter and/or a nominated Prize Provider will not be responsible or liable if for any reason beyond their reasonable control any element of any prize is not provided. The Promoter will not be liable for any damage to or delay in transit of prizes, or for any compensation in relation to those prizes.
27. If a Prize involves a "meet and greet" element with a celebrity/artist/public figure this is subject to the availability of that third party and will be at the discretion of the celebrity/artist/public figure's management and will at all times be subject to the availability. The Promoter and/or a nominated Prize Provider will not be liable for the failure of the winner and any accompanying guests to meet the celebrity/artist/public figure for whatever reason, and no cash or alternative tickets will be awarded in lieu of that element of the prize.
28. If a Prize involves travel, no other costs will be included and all expenses (including, but not limited to, the costs of transport to and from a prize venue and meals), other than those specifically referred to, will be at each winner's and (if applicable) their accompanying guest's cost. Accommodation is for room charges only. The Promoter and/or a nominated Prize Provider will not be liable for the failure of the winner and any accompanying guests to meet travel schedules or cancellations for whatever reason and regardless as to fault, and no cash or alternative tickets or bookings will be awarded in lieu of that element of the prize.
29. If a Prize involves tickets to an event, the Promoter and/or a nominated Prize

- Provider will not be responsible for any changes in times or dates, or cancellations or rescheduling of events that may prevent the prize winner from redeeming the prize or any part of it; and no cash or alternative tickets will be awarded in lieu of that element of the prize.
30. The Promoter and/or a nominated Prize Provider, accepts no responsibility for any tax implications that may arise from winning of the prizes. Independent financial advice should be sought. The Promoter takes no responsibility for variations in the prize value.
31. The Promoter reserves the right to request winners to provide proof of identity, proof of residency and/or proof of Entry validity (for example, a phone bill or store receipt for purchase requirement) in order to claim a prize. Proof of identity, residency and/or Entry validity considered suitable for verification is at the Promoter's discretion. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
32. If a prize winner does not redeem any element of a prize at the time stipulated then that element of the prize will be forfeited by the winner and cash will not be awarded in lieu of that prize or any part of it.
33. Entrants may be required by the Promoter and/or a nominated Prize Provider, to participate in photo, recording, video and/or film session(s) and acknowledge that they assign the right to use such publicity materials in any medium (including, without limitation, the internet) and in any reasonable manner it sees fit.
34. It is a condition of Entry that the Promoter and/or a nominated Prize Provider, has the right to publicise, broadcast and communicate to the public the names, characters, likenesses or voices of entrants for any promotion or matter incidental to the Promotion. By agreeing to enter, all entrants consent to their Entry broadcast on air and/or to their telephone and other conversations with the Promoter and/or a nominated Prize Provider, being broadcast on air and communicated to the public on via any medium. Entrants will not be compensated for this use.
35. By entering this Promotion all entrants: (a) assign to the Promoter and/or a nominated Prize Provider, all rights including present and future copyright in their Entry and the publicity materials in all media (including, without limitation, the internet) and whether in existence now or created in the future; (b) agree not to assert any moral rights in respect of their Entry and the publicity materials (wherever and whenever such rights are recognised) against the Promoter and/or a nominated Prize Provider, its assigns, licensees and successors in title; and (c) undertake to the Promoter that their Entry is not in breach of any third party intellectual property rights.
36. If Entry requires the entrant to submit content, Entrants are required to take full responsibility for the content of their Entry and for ensuring that their Entry complies with the Conditions of Entry. For the purposes of these content requirements, "Entry Content" includes any content (including text, photos, videos and email messages) that entrants submit, upload, transmit, publish, communicate or use in connection with their Entry into the Promotion.
37. Entry Content must be the entrant's original work. The Promoter reserves the right to verify, or to require the entrant to verify, that the Entry is the entrant's original work. If an Entry cannot be verified to the Promoter's satisfaction, the Entry will be deemed invalid. The Promoter may, in its absolute discretion, edit, modify, delete, remove or take-down any part of Entry Content.
38. By submitting an Entry to the Promotion, each entrant assigns all rights in the Entry Content to the Promoter and consents to the Promoter using the Entry Content in any manner the Promoter wishes (including modifying, adapting or publishing the Entry, whether in original or modified form, in whole or in part or not at all), by way of all media, without payment to the entrant (of royalties, compensation or otherwise). By submitting an Entry, each entrant consents to any dealings with the Entry Content that may otherwise infringe their moral rights in the Entry. The Promoter may copy any content submitted as part of an Entry, cause the content to be seen and/or heard in public, and communicate the content to the public. It may also allow third parties to do these things.
39. Entry Content must not include:
- Any image, video, recording or other kind of depiction of any other person without that person's express consent. If a person is a minor, the express consent of the minor's parent or guardian must be obtained before being included in any Entry Content. Entrants warrant that if any such content is included, they have obtained the express consent of the relevant person;
  - Any content that contravenes any law, infringes the rights of any person or is obscene, offensive, potentially defamatory, discriminatory, indecent or otherwise objectionable or inappropriate (which includes, without limitation, any content involving nudity, malice, excessive violence or swearing); and
  - Any literary, dramatic, musical or artistic work, any audio-visual or sound recording, or any other item in which copyright subsists, unless the entrant is entitled to do so. If an entrant has any doubts about whether they have the right to include any content (for example, recorded music) they must not include it. By including any such content in their Entry, the entrant warrants that they have the permission of the relevant copyright owner to do so and that this permission allows the Promoter to use the Entry in accordance with the Conditions of Entry.
40. Entrants are advised that they may not use or disclose to any third party any information which the Promoter has advised them is confidential. This includes any information that comes into the possession of the Entrant concerning the management of the Promotion.
41. Entrants release Facebook and its associated companies from all liability arising in respect of the Promotion and acknowledge that: (a) the Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook; (b) any information provided by the entrant in connection with the Promotion is provided to the Promoter and not to Facebook; and (c) any questions, comments or complaints regarding the Promotion will be directed to the Promoter, not to Facebook.
42. The entrant acknowledges that there may be inherent risks involved in entering this Promotion or taking or participating in the Prize(s). If Entry or a Prize involves travel, stunts or challenges the Promoter may require the participants to:
- Submit to a medical examination by a medical practitioner approved by the Promoter and obtain relevant medical clearance to participate in the Promotion and/or redeem a Prize; and/or
  - Execute a Deed of Release and Indemnity in a form prescribed by the Promoter in order to participate further in the Promotion and/or redeem a Prize.
43. Any entrant, prize winner and/or participants in a Promotion event may be required to sign an acknowledgement of risk and waiver of liability for participation in the Promotion or a Prize event and to expressly acknowledge that Entry into this Promotion or participation in a Promotion or Prize event may be inherently dangerous, and that if they choose to participate they will do so at their own risk. In particular, a reasonable level of health and fitness may be required. The Promoter and/or a nominated Prize Provider, reserves the right to preclude participation of anyone refusing to sign the acknowledgement / waiver or any person who is suffering from asthma, epilepsy, significant back or neck problems, physical or mental disabilities, or is pregnant or in the Promoter and/or a nominated Prize Provider's, sole discretion is not able to participate in any of the experiences for their own or anyone's safety.
44. The Promoter and its agencies and representatives associated with this Promotion, including and/or a nominated Prize Provider, will not be liable for any loss (including but not limited to indirect or consequential loss), damage or personal injury which is suffered or sustained (including without limitation to that caused by any person's negligence) relating to this Promotion or the awarding or taking of the prizes except for any liability which cannot be excluded by law (in which case liability is limited to the minimum amount allowable by law).
- Please Note – Privacy**
45. By entering the Promotion, you agree to the Promoter collecting, storing and using your personal information for its marketing purposes, including contacting by electronic messaging (email and SMS) for the purposes of marking and administration, including contact the Entrant about future promotions, special offers, goods and/or services. The Promoter and/or a nominated Prize Provider, may use any personal information entrants provide in connection with this competition for the purpose of running the Promotion, and also in advertisements, publications, media statements and other promotional material associated with the Promotion. The Promoter may disclose the personal information entrants provide for those purposes to its related bodies corporate, contractors and agencies connected with this Promotion and to relevant authorities in the Relevant States.
46. The Promoter is bound by the Australian Privacy Principles contained in the *Privacy Act 1988* (Cth). To request access to, or to update, personal information the Promoter holds about them, entrants can contact the office of the Promoter
47. In addition to the privacy terms set out; if the entrant has ticked an "opt-in" box upon entering the Promotion an Entrant also agrees to the Promoter disclosing and using their personal information to a nominated Prize Provider and/or a third party directly associated with the Promotion, as nominated in the consent, to contact you about that parties special offers, updates, and or, for the purposes of direct marketing (including via electronic means).