

“POPPER RESCUE GAME” PROMOTION TERMS AND CONDITIONS

- 1) Information on how to enter and prizes form part of these Terms and Conditions. If there is any inconsistency between these Terms and Conditions and anything else that refers to this promotion, these Terms and Conditions prevail.
- 2) The Promoter is Container Exchange (Qld) Limited ACN 622 570 209 ("**Promoter**") of Level 17, 100 Creek Street, Brisbane, QLD 4000. Telephone number 13 42 42.
- 3) Participation in this promotion is deemed acceptance of these Terms and Conditions by the entrant and, in the case of an entrant under 18 years old or an entrant who does not have legal capacity, by the parent/guardian on behalf of that entrant.
- 4) This promotion tests an entrant's knowledge, skill or judgment.

ELIGIBILITY

- 5) Entry is only open to Australian residents aged 5 years or over, with an Australian postal address.
- 6) To be eligible to enter, at the time of entry, entrants under 18 years old or who do not have legal capacity, must have parental/guardian consent and that parent/guardian must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to provide signed releases and enter into a further agreement as evidence of consent to the minor, or person without legal capacity, entering this promotion. Failure to provide such further agreement will result in ineligibility of the minor or person without legal capacity.
- 7) Employees of, and contractors to, the Promoter (and the immediate family of such employees and contractors) 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 first cousin.

PROMOTIONAL PERIOD

- 8) The promotion commences at 8:00am AEST on Saturday the 6th of August and ends at 6:00pm AEST on Sunday the 14th August 2022 ("**Promotional Period**"). All times in this promotion are based on QLD local time.

HOW TO ENTER

- 9) To enter, individuals must, during the Promotional Period:
 - a) visit the Promoter's display stand at 2022 Ekka ("**Display Stand**") during opening hours; 9am – 6pm

- b) follow the instructions on the Display Stand and play the 'Popper Rescue' ("**Game**"); and
 - c) submit valid contact details by fully completing the prescribed online entry form at the completion of the Game. Including; Full Name, Date of Birth, Postal Address including Suburb, and Phone Number
- 10) Entries must be received by the Promoter before the end of the Promotional Period. Time of entry is determined by the time the online entry is received by the Promoter's database, and not the time of submission by the entrant.
- 11) Incomplete, indecipherable or profane entries, as determined by the Promoter, will be deemed invalid.
- 12) Multiple entries are permitted, subject to the following: (a) only one entry is permitted for each time the entrant completes a Game; (b) each entry must be submitted separately and in accordance with entry requirements; and (c) limit of one (1) prize permitted per person.
- 13) The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual 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 the fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's 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.
- 14) If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.

PRIZES

- 15) Total prize pool retail value is up to \$2,511.00 inclusive GST as at 4 July 2022. Details of prizes will be available on the Display Stand. The Promoter is not responsible for any changes in the value of the Prizes.
- 16) There will be one (1) grand daily prize, being a pair of Apple AirPods with a recommended retail value of up to \$279.00 inclusive of GST as at 4 July 2022. ("**Grand Daily Prize**").

Grand Daily Prize Draw and Notification

- 17) The winners of the Grand Daily Prize will be the first entrant with the highest Game score at the end of each day during the Promotional Period and a valid entry ("**Grand Daily Prize Winner**"). If, for any reason, the Grand Daily Prize Winner's entry is

deemed invalid, then the next highest scoring entrant with a valid entry will be the winner.

- 18) The Grand Daily Prize Winner will be notified within five (5) business days via the email submitted upon entry that they have won the Grand Daily Prize. The winner will be required to provide an Australian postal address to receive the Grand Daily Prize.
- 19) Notwithstanding notification pursuant to clause 25 above, any winner of the Grand Daily Prize is provisional until such time as the Promoter is satisfied that the entrant has complied with these Terms and Conditions (including any conditions of accepting a prize).

Claim Period, Delivery and Unclaimed Prizes

- 20) Each prize must be claimed within the time stipulated by the Promoter in the email notifying the entrant of their win ("**Claim Deadline**"). The Promoter may vary the Claim Deadline in its sole discretion on notice to the relevant entrant. A prize is claimed once the Promoter: (a) receives an email reply from the winner accepting the prize and nominating a Australian postal address, in response to its email notifying the prize winner of the win; and (b) is satisfied that the prize winner has complied with these Terms and Conditions (including any requirements as a precondition to accepting a prize). If for any reason a winner does not claim a prize by the Claim Deadline by the Promoter, then the prize will be forfeited.
- 21) Prizes may be delivered by post to an Australian postal address (as nominated by the winner in response to the Promoter's email informing of the win) on a date that is greater than 1 month after the winner is decided.
- 22) In the event that a prize is forfeited or is unclaimed after expiry of the Claim Deadline for any reason, the re-drawing of winners will be determined as follows:
 - a) for the Grand Daily Prize, the next entrant with the highest Game score and valid entry at the time of the redraw.
- 23) Winners of any redraw will be notified within five (5) business days of the date of the relevant redraw via the email submitted upon entry that they have won the prize. The re-draw winner will be required to provide an Australian postal address to receive the prize. A prize is deemed to be claimed once the Promoter: (a) receives an email reply from the re-draw winner accepting the prize and nominating a Australian postal address, in response to its email notifying the prize winner of the win; and (b) is satisfied that the prize winner has complied with these Terms and Conditions (including any requirements as a precondition to accepting a prize).
- 24) If for any reason a redraw winner does not take a prize by the stipulated time, then the prize will be forfeited and, subject to any direction by a regulator, a winner will be redrawn in accordance with clauses 29 and 30 until: (a) the prize has been claimed by a winner; or (b) the Promoter elects to otherwise deal with the prize as it deems fit.

GENERAL

- 25) Where one or more entrants have the same Game score, the order of entry is determined by ascending time of entry. For avoidance of doubt, where one or more entrants have the same highest Game score for the Grand Daily Prize, the winner will be the earliest entrant in time (subject to any other terms and conditions herein).
- 26) Entrants acknowledge and agree that: (a) their name may be published on a leader board in connection with the Game at the Display Stand and in the Game; and (b) the publication of their name on any leader board is indicative only, and not determinative of the validity of the entry, the entrant's status as a winner, or eligibility for any prize in this promotion.
- 27) The Promoter and event organisers hereby expressly reserve the right to eject any winner (and/or his/her companions) for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of a prize.
- 28) In the event of war, terrorism, state of emergency or disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion, or suspend or modify a prize.
- 29) If a prize (or part of a prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize similar to and of equal or greater value than the original prize.
- 30) Prizes (or any unused portion of a prize) are not transferable or exchangeable and cannot be taken as cash.
- 31) If a winner of a prize is under 18 years of age or does not have legal capacity, the prize correspondence will be directed, and the prize will be delivered, to the winner's parent/guardian.
- 32) As a condition of accepting a prize, each winner (or their parent/guardian on the winner's behalf) 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.
- 33) Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photography, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter. Where the entrant is a minor or person without legal capacity, the parents/guardians of that entrant give such consent on behalf of the entrant.
- 34) 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 technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.

- 35) Any cost associated with accessing the Game is the entrant's responsibility and is dependent on the Internet service provider used.
- 36) If an entrant's contact details change during the Promotional Period, it is the entrant's responsibility to notify the Promoter. Any request to access or update an entrant's information on an entry should be directed to the Promoter at enquiries@containerexchange.com.au.
- 37) The Promoter's decisions relating to this promotion are final, including the validity of entries, the eligibility of an entrant and redemption of Prizes. The Promoter will not enter into correspondence regarding the promotion results or any other decisions the Promoter makes in connection with this promotion.
- 38) The Promoter reserves the right to amend these Terms and Conditions at any time (without prior notice) without liability to any entrant or other person, subject to applicable laws. These Terms and Conditions and any revised Terms and Conditions will be available at the Display Stand, via the Game app.
- 39) This Promotion is governed by the laws in Queensland.
- 40) 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, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including 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 the promotion.
- 41) Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including 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 tax liability incurred by a winner or entrant; (e) taking and/or use of a prize; or (f) the

download and/or use of the Game app on the device used by the entrant, or the entrant's parent/guardian, (including viruses and malware).

PRIVACY

- 42) 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 and prize suppliers. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://www.containersforchange.com.au/privacy-policy>. Participation in this promotion is taken as consent to the Promoter's 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 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 law and how those complaints will be dealt with. All entries become the property of the Promoter. For the purpose of conducting this promotion, the Promoter will not disclose the entrant's personal information to any entity outside of Australia. Generally, the Promoter may disclose the entrant's personal information to entities outside Australia only for the purposes and to the locations described in its Privacy Policy.