

JB Hi-Fi Limited
"Dead Letter Circus 2018 JBHIFI" Competition
Terms and Conditions

By entering JB Hi-Fi Limited's ("JB Hi-Fi") "**Dead Letter Circus 2018 JBHIFI**" Competition you are agreeing to the following terms and conditions:

1. STANDARD TERMS

1.1 Information and Instructions on "How to Enter" form part of these conditions of entry. By entering the Competition, entrants accept and agree to be bound by these conditions of entry.

2. WHO CAN ENTER?

2.1 The only persons who may enter and be awarded the prize are those who:

- a) are residents of Australia with a valid email address; and
- b) pre order a copy of the album by Dead Letter Circus entitled "Dead Letter Circus" through JB Hi Fi;
- c) are not employees of the Promoter or their associated companies, agencies or families.
- d) Are aged 15 years of age or older. Entrants under the age of 18 must seek prior permission from their parent or guardian to enter this Competition. Any such entrant without this permission is not eligible to enter the Competition.

3. THE COMPETITION

3.1 The Competition is known as the JB Hi-Fi "**Dead Letter Circus 2018 JBHIFI**" Competition.

4. HOW TO ENTER

4.1 The Competition commences on 20 July 2018 at 9.00am (AEST) and concludes on 27 September 2018 at 9.00pm (AEST) ("the Competition Period").

4.2 To enter:

- (a) Step 1: Pre-order 1 x copy of the Dead Letter Circus album entitled "Dead Letter Circus" through JB Hi-Fi ("the Album");
- (b) Step 2: Follow the prompts on the SPECIAL OFFER tab on the pre-order page located at URL <https://www.jbhifi.com.au/music/Whats-Hot/dead-letter-circus--dead-letter-circus/> and enter your name, email address, and the receipt number of your pre order purchase of the Album together with a description in 25 words or less "Which song should Dead Letter Circus cover on their next tour and why?"

4.3 Entries must be received by 9.00pm (AEST) on 27 September 2018 to be eligible to win the prize. The time of entry will in each case be the time the entry is received by the Promoter. No responsibility is accepted for late, incomplete, lost or misdirected entries.

4.4 Entrants may enter the Competition more than once, subject to each entry being submitted separately with a different receipt number.

4.5 Entries must not be insulting or otherwise objectionable or infringe any law or intellectual property right (including copyright) or otherwise breach these terms and conditions, and the Promoter reserves the rights to disqualify any entrant who submits an entry of the kind described in this clause.

4.6 All entries shall be and remain the property of the Promoter and may be used in future commercial and marketing exercises.

5. HOW TO WIN

5.1 Each entry will be individually judged based on the most original and creative entry, and the entrant with the most original and creative entry will determine the prize Winner. The decision of the judges (to be nominated by the Promoter in its discretion) is final and the Promoter will not enter into any negotiations regarding the Competition result.

5.2 The Winner will be notified by email on 1 October 2018. An announcement of the Winner will be made available on the <https://www.jbhifi.com.au/features/general/competitions/> website from 1 October 2018.

6. PRIZE

6.1 There will be one (1) x Winner for the entire Competition, who will receive the following prize package:

(a) 1 x Clint J Vincent Custom guitar (made by Dead Letter Circus guitarist Clint Vincent, 22 fret, T-style guitar with a flamed maple top, custom pickups and wiring to give Clint Vincent his signature sound) prize (Retail value approx A\$2200)

(b) 1 x Dead Letter Circus drink bottle (retail value approx. A\$20)

(c) 1 x Dead Letter Circus t-shirt (retail value approx. \$30)

(d) 1 x Dead Letter Circus hoodie (retail value approx. \$60)

6.2 The total retail value of the prize pool is A\$2310. Prize values are based upon the recommended retail prices as at 20/07/2018 (inclusive of GST) and Promoter accepts no responsibility for any change in prize value between now and the Competition closing date. Promoter reserves the right to request each Winner to provide proof of identity, residency and entry into the Competition in order to claim the prize which will be verified at the discretion of the Promoter.

6.3 Prize details are correct at 20 July 2018. Should any part of the prize be unavailable due to unforeseen circumstances or reasons beyond the control of the Promoter, the Promoter may at its discretion vary or amend prizes so as to provide reasonable alternative prizes and each Winner agrees that no liability shall attach to the Promoter or parties connected to the Promoter as a result.

6.4 Prizes are not transferable and cannot be redeemed for cash or other goods or services and cannot be taken in parts.

6.5 If for any reason the Winner does not (or is not able to) claim an element of the prize at the time stipulated by the Promoter then that element of the prize will be forfeited and cash will not be awarded in lieu of that element of the prize.

6.6 By accepting the prize the Winner agrees to participate in and co-operate as required with all reasonable media editorial requests relating to the prize including being interviewed, photographed and/or filmed.

6.7 It is a condition of accepting the prize that the Winner must comply with all the conditions of use of the prize and prize supplier's requirements.

6.8 It is a condition of accepting the prize that the Winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.

7. NO LIABILITY

7.1 To the fullest extent permitted by law, JB Hi-Fi and its affiliates, associated agencies and companies (together called '**JB Hi-Fi**') will not be liable or responsible for any loss (including direct, indirect and

consequential loss), costs (including legal costs), damage or injury to property or person that is suffered or incurred as a result of or in connection with:

- (a) the Competition including participating in any prize (including but not limited to attendance at a Selected Show);
- (b) any late, lost or misdirected entries or failure to receive any entry in the Competition;
- (c) any prizes damaged or lost in transit;
- (d) any travel won in or in connection with the Competition;
- (e) any problem, failure, delay, unavailability or inaccessibility with, of or to any communications network, service or transmission (including telephone, Internet or website);
- (f) any cancellation, modification or suspension of the Competition in accordance with clause 7.2 or clause 7.3;
- (g) any unauthorised human intervention in any part of the Competition (including but not limited to theft, destruction, alteration or unauthorized access of or to any entries);
- (h) any electronic or human error which may occur in the proper administration of the Competition;
- (i) any act or omission, deliberate or negligent, by JB Hi-Fi, or its servants or agents, in connection with the arrangement for supply, or the supply, of any goods or services by any person to a prize Winner and, where applicable, to any persons accompanying a prize Winner;
- (j) any circumstances outside JB Hi-Fi's reasonable control.

This clause does not operate to limit the rights or obligations of the parties imposed by the operation of the Australian Consumer Law (being Schedule 2 of the *Competition and Consumer Act 2010* (Cth)) (**ACL**) to the extent that they may not be limited or excluded, in which case the terms of the ACL shall apply.

- 7.2 In the event that any event or action outside JB Hi-Fi's control prevents or significantly hinders JB Hi-Fi's ability to proceed with the Competition on the dates and in the manner described in these terms and conditions (including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war and act of terrorism), JB Hi-Fi may in its absolute discretion cancel the Competition and recommence it from the start at another time on the same conditions. If the Competition is regulated by any applicable government body, the cancellation or recommencement of the Competition will be subject to any requirements imposed by such body.
- 7.3 If for any reason this Competition is not capable of running as planned due to causes beyond the control of JB Hi-Fi which affect the proper conduct of this Competition, JB Hi-Fi reserves the right in its sole discretion to disqualify any individual who tampers with the entry process and/or take any other action against that individual that may be available, and to cancel, terminate, modify or suspend the Competition subject to the requirements of any relevant government body that regulates the running of the Competition.
- 7.4 The Winner is responsible for obtaining their own independent legal advice.

8. PRIVACY

- 8.1 The Promoter is bound by the Privacy Act 1988 (Cth) in relation to the handling of personal information. For further details of the Promoter's privacy policy please go to <http://www.jbhifi.com.au/corporate/privacystatement>

Entry details remain the property of the Promoter and its related entities. The Promoter is collecting the entrant's personal information for the purpose of conducting and promoting this Competition (including but not limited to determining and notifying the Winners), and, for the purpose of sending you promotional and direct marketing material in relation to programs and products and services available through the Promoter. The entrant may request access to his or her personal information by writing to the privacy officer by email privacy@jbhifi.com.au or by post to The Privacy Officer, JB Hi-Fi Group Pty Limited, PO Box 561, Chadstone Centre. Chadstone, VIC 3148

9. HEADINGS

- 9.1 The headings in these Conditions are for convenience only and do not affect interpretation.

10 ENTIRE CONDITIONS

- 10.1 These conditions constitute the entire agreement of the parties relating to the entry into and the conduct of this Competition.

11. PROMOTER'S DETAILS

- 11.1 The Promoter is JB Hi-Fi Limited, ACN 093 220 136, having its registered office at Level 4, Office Tower 2, Chadstone Place, Chadstone Shopping Centre. 1341 Dandenong Road, Chadstone VIC 3148, phone (03) 8530 7333.