

Competition Terms and Conditions – Midnight Oil – JB Hi Fi Competition

1. Information on how to enter and the prizes form part of these terms and conditions. These terms and conditions constitute the entire agreement between each entrant and Promoter. Entry into the competition (**Competition**) is deemed acceptance of these terms and conditions.
2. The promoter is Sony Music Entertainment Australia Pty Ltd (ABN 95 107 133 184) of 11-19 Hargrave Street, East Sydney, NSW, 2010 (**Promoter**).
3. The Competition commences at 7.00am AEST on Friday, 5 October 2018 and concludes at 11.59pm AEDT on Thursday, 8 November 2018 (**Competition Period**). Promoter may extend the closing date in its sole discretion. All entries are deemed to be received at the time of receipt NOT at the time of sending by entrants. Late entries will not be eligible.

Eligibility

4. Entry is open to Australian residents over 13 years of age who are residents of Australia other than as set out in Clause 5. Entrants under the age of 18 require the consent of their parent or legal guardian to enter the Competition and further, the parent or legal guardian must read and consent to these terms and conditions. By entering this Competition, the parent or legal guardian of any entrant under the age of 18 will be deemed to have read and agreed to these terms and conditions.
5. Employees and agents of Promoter and their immediate families are not eligible to enter the Competition.

How to enter

6. To enter the Competition, entrants must:
 - (i) Pre-order a copy of the *'Armistice Day: Live At The Domain, Sydney'* album by Midnight Oil (the **Album**) from the JB Hi Fi online store at www.jbhifi.com.au during the Competition Period;
 - (ii) Fill in your name, email address and the receipt number of your pre-order purchase of the Album, and an answer in 25 words or less to the following question: *'Tell us what your favourite Midnight Oil Song is and why?'* on the entry form located in the 'Special Offer' tab on the pre-order page.

(the **Entry**).

All entrants must retain their receipt as proof of purchase.

7. Entry is limited to one Entry per Album pre-order or purchase (as applicable).

Prizes and Judging

8. This is a game of skill. Chance plays no part in determining the Winners.
9. The one (1) most creative and entertaining entry as judged by Promoter in its sole discretion will be deemed the winner (the **Winner**). The Winner will receive one (1) framed print signed by Midnight Oil (the **Prize**).
10. The Prize is valued at approximately AU\$600. The Winner is only entitled to the Prize as outlined above and is not entitled to any additional prizing or cash reimbursement to compensate for any difference in actual Prize redemption cost and maximum value. No Prize is transferable nor can any Prize be taken as cash other than as specifically set out in these terms and conditions. No compensation is payable if the Winner cannot receive any aspect of a Prize for any reason.
11. Promoter will not be responsible for any costs associated with winning the Prize or the Prize itself (including but not limited to speakers or equipment to connect the Prize to speakers) unless specifically stated in these terms and conditions.
12. The entries will be judged and announced by no later than 6.00pm AEST on Friday, 9 November 2018. The Winner will be notified via email according to the email address provided with their winning entry. Further details relating to Prize redemption will be provided at this time.
13. Promoter's decision in relation to any aspect of the Competition is final and binding on every person who enters and no correspondence will be entered into.
14. If the Winner cannot be contacted within two (2) calendar days of first notification attempt, if the Prize notification is returned as undeliverable, if the Winner rejects the Prize, or in the event of noncompliance with these Rules, the Prize will be forfeited and an alternative winner may be selected from all remaining eligible entries. Upon Prize forfeiture, no compensation will be given.
15. If for some reason beyond Promoter's control, it is not possible to supply a Prize as advertised, Promoter will be entitled to supply a substitute prize in Promoter's discretion. If the Competition is not capable of running as planned due to any reason (including, but not limited to fraud, a state of emergency, natural disaster, war, technical failures or any other causes) Promoter reserves the right without liability to the entrants to cancel, modify, terminate or suspend the Competition.

General Terms

16. Entries must not contain references which are obscene, crude or vulgar, and/or which contain phone numbers, personal addresses (physical or email), Web site URLs, derogatory characterisations of any ethnic, racial, sexual or religious groups, references to illegal or inappropriate activity, behaviour or conduct, or any other references that could be considered inappropriate, unsuitable or offensive, as determined by Promoter, in its sole discretion. Promoter may delete any entries it deems offensive or inappropriate in its discretion and such entries will be disqualified from the Competition.
17. By entering the Competition, unless stated otherwise by the entrant, entrants agree that Promoter may use the entrant's contact details in any media for future competition, marketing or publicity purposes without further reference or consent. Promoter will collect personal information about entrants for the purposes of conducting the Competition and awarding the prizes. In accordance with the Australian Privacy Principles in the *Privacy Act 1988 (Cth)*, entrants have a right to access most of the information Promoter holds about them. Please refer to Promoter's privacy policy on www.sonymusic.com.au for further details.
18. All entries become the property of Promoter and each entrant acknowledges that Promoter may use such entries and materials and any intellectual property rights subsisting in them in any medium and in any manner it sees fit, including without limitation, by reproducing, modifying or adapting such entries.
19. Under the *Australian Consumer Law (Cth)* and other statutes there are some warranties and conditions that cannot be excluded, restricted or modified or can only be excluded, restricted or modified to a limited extent. Promoter excludes all warranties and conditions to the extent allowable by these laws. Promoter accepts no liability or responsibility of any kind for any defect with the Prize nor for any loss or damage whatsoever suffered (including but not limited to indirect or consequential loss) which is suffered or sustained in connection with the Competition or a Prize in any way to the fullest extent allowable by law.
20. Promoter is not responsible for any misdirected, late or incomprehensible entries in the Competition. Promoter is not responsible for any problems or technical malfunctions of any telephone network, computer on-line systems, servers, or providers, computer equipment, software, technical problems or traffic congestion on the internet or at any web site, or any combination thereof, including any injury or damage to participants or any other person's computer related to or resulting from participation in or downloading or uploading any materials in this Competition.

21. Promoter is not responsible for any tax implications that may arise from winning a Prize. Entrants should seek independent financial advice about such matters.
22. Prizes will be awarded to person named in the entry. However, in a dispute, Prizes will be awarded to the account holder of the entry mechanism used to submit their Entry.
23. Promoter in its absolute discretion reserves the right to verify the validity of all entries and to disqualify entrants if they tamper with the entry process including but not limited to submission of an entry not in accordance with these terms and conditions or where Promoter reasonably believes that an entrant has acted in bad faith in respect of the competition.
24. This Competition is in no way sponsored, endorsed or administered by the manufacturer of the Prize.
25. These terms and conditions shall be governed by the laws of New South Wales, Australia.