

Terms & Conditions

Small Business Help Desk - Competition Terms and Conditions

General

- These Terms and Conditions ("Terms") apply to any Entrants in the Small Business Help Desk competition.
- The Promoter is PINSTRIPE MEDIA ABN 36 115 619 764 Tower Three, 300 Barangaroo Avenue, Barangaroo NSW 2000.
- The Entrant is the person entering the relevant competition.
- The Entrant is encouraged to carefully review the individual competition requirements and details for the competition, as set out in these Terms, before registering or submitting an entry since each competition may have unique eligibility requirements, methods of entry, content and technical requirements.
- To the extent of any inconsistency between these Terms and any other reference to the competition, these Terms prevail.
- By entering the competition, the Entrant is deemed to have read and accepted these Terms as well as any specific competition rules.
- Entry and continued participation in the competition is dependent on Entrants following and acting in accordance with the Facebook Statement of Rights and Responsibilities, which can be viewed at <https://www.facebook.com/terms.php>
- This competition adheres to the terms and conditions set out in the Facebook promotion guidelines which can be found at: https://www.facebook.com/promotions_guidelines.php
- This competition is in no way sponsored, endorsed or administered by, or associated with, Facebook. Entrants understand that they are providing their information to the Promoter and not to Facebook. The information an Entrant provides will only be used for the purposes outlined in these Terms. Any questions, comments or complaints about this competition must be directed to the Promoter and not to Facebook.
- All Entrants unconditionally and irrevocably release and discharge Facebook from any and all liability in relation to this competition.

Who can enter

- Entry is open to all residents of Australia over the age of 18, except employees and immediate families of the Promoter and their associated companies and agencies and participating outlets. 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.
- Entrants into this competition must be 18 years of age or older as at the date of entry.
- The Promoter reserves the right to request winners to provide proof of identity, proof of age, proof of residency at the nominated prize delivery address and/or proof of entry validity or proof of registration ownership in order to claim a prize. Proof of identification, residency and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.

When to enter

- The competition commences on Friday 8 March 2024 at 9AM AEDT and concludes on Sunday 24 March 2024 at 11:59PM AEDT ("Promotional Period"). Entries must be received by the Promoter prior to the end of the Promotional Period.
- The time of entry will in each case be the time the online entry is received by the Promoter's database, not at the time of transmission by the Entrant.

How to enter

Entrants must, during the Promotional Period:

- Visit the competition page and submit their contact details as required, including full name and email address.
- Submit a response in 50 words or less to the question provided.
- The Promoter reserves the right to disqualify a winner if the Promoter becomes aware that the winner and/or the winner's entry is of a type prohibited by these Terms.
- Any entry that is made on behalf of an Entrant by a third party will be invalid.
- The Promoter reserves the right to disqualify any Entrant that the Promoter believes, in the Promoter's sole discretion, to have an unfair advantage. The Promoter reserves the right to disqualify any Entrant who tampers with the entry process, who submits an entry that is not in accordance with these Terms or who has, in the opinion of the Promoter, engaged in conduct in entering the competition which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the competition and/or Promoter.
- The Promoter has the sole and exclusive discretion to disqualify the Entrant and to ban the Entrant from any future competitions due to a breach of any of these Terms.

Number of Entries permitted

- Entrants may enter multiple times. Only one prize will be awarded per winning entry.

Determination and Notification of winner

- This competition is a game of chance. One winner will be selected by a random generator at 10AM on Monday 25 March 2024 at Tower Three, 300 Barangaroo Avenue, Barangaroo NSW 2000.
- The first valid entry drawn will receive a prize.
- If any particular determination is scheduled on a public holiday, the determination will take place on the following business day.
- Winners' names will be published on Kochie's Business Builders - <https://www.kochiesbusinessbuilders.com.au/>
- The winner(s) will be notified by a comment or private message via Facebook or by telephone or email, using the details submitted with their entry, within two days of being determined.
- Prizes will be awarded to the person who submitted the entry. However, in a dispute, it will be awarded to the account holder of the entry mechanism used to submit their entry (i.e. mobile phone account holder or land line account holder).
- Should an Entrant's contact details change during the Promotional Period, it is the Entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.
- If the winner has not claimed the prize by Wednesday 3 April 2024 then he or she will forfeit the prize and another winner will be selected by random generator. The winner of the unclaimed prize will be notified by Facebook, telephone or email, using the details submitted with their entry, within two days of the date on which they are judged to be the unclaimed prize winner.
- The Promoter's determination regarding the winning Entrant is final and binding. No correspondence or discussions will be entered into regarding the winner or individual entries.

Prize on offer

- Total prize pool value is \$250 (including GST) as at 6 March 2024. One winner will receive:
\$250 EFTPOS cash card
- Unless otherwise expressly stated, prize values are based upon the recommended retail prices at the time of first publication of these Terms (inclusive of GST). The Promoter accepts no responsibility for change in prize value between now and the ultimate prize redemption date.
- Prizes cannot be transferred, exchanged or redeemed for cash.
- It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements.

- 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.
- Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated. Any element of a prize that is unused will be forfeited.
- The Promoter does not guarantee the availability of any advertised prizes. In the event that any component of a prize is unavailable for any reason, subject to relevant State and Territory legislation, the Promoter reserves the right to substitute that prize component with another prize or component of equal or higher value and the winner will be notified accordingly. The Promoter recommends that before entering any competition, the Entrant should verify any important information in relation to the competition including any applicable rules or limitations.
- The Promoter accepts no responsibility for any variation in prize values. Any specified prize values are stated in Australian dollars as at the time of publication of the competition. The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings and all entrants are responsible for their own financial situation as a result of any prize or winnings. The Entrant should seek their own independent financial advice about any tax implications.

Entry Content

- Entrants are required to take full responsibility for the content of their entry ("Entry Content") and for ensuring that their entry complies with these Terms.
- 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 competition.
- Entry Content must be the Entrant's original work. The Entrant must own all copyright in any material that forms part of the Entry Content.
- The Promoter reserves the right to verify, or to require the Entrant to verify, that the Entry Content is the Entrant's original work. If any Entry Content cannot be verified to the Promoter's satisfaction, the Entrant's entry will be deemed invalid.
- The Promoter may, in its absolute discretion, disqualify, reject, edit, modify, delete, remove or take-down any part of an Entrant's entry that does not comply with these Terms.
- An Entrant's entry must not include:
 - any image or voice of any other person without that person's express consent (except when the image is of the Entrant's child or ward). 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 potentially insulting, inflammatory, defamatory, obscene, offensive, discriminatory, indecent or otherwise objectionable or inappropriate (which includes, without limitation, any content involving nudity, malice, excessive violence or swearing); and
 - any content that breaches any law or regulation, that breaches any obligation owed to a third party, or infringes any copyright or any other rights of any third party.
- 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 these Terms.
- Entry details will be used for the purposes of the competition and may be used for further marketing activities. The winners agree to the use of their name, image and photograph(s) for publicity and promotional purposes, without compensation.
- The Entrant's Entry Content is the Entrant's responsibility. The Promoter has no responsibility or liability for it, or for any loss or damage the Entrant's Entry Content may cause to the Entrant or other people. Although the Promoter has no obligation to do so, the Promoter has the absolute discretion to remove any Entry Content submitted to the Promoter and may do this at any time and for any reason. The Entrant is solely responsible for maintaining copies of and replacing any Entry Content the Entrant submits to the Promoter.

Further Terms and Conditions

- The Promoter (subject to State and Territory Legislation) reserves the right to amend, cancel or suspend this competition if an event beyond the control of the Promoter corrupts or affects the administration security, fairness, integrity or proper conduct of this competition. The Promoter will disqualify any Entrant who has tampered with the entry process or any other aspect of this competition.
- The Promoter and their associated agencies and companies assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, destruction or unauthorised access to, or alteration of entries, and reserves the right to take any action that may be available.
- If for any reason this competition is not capable of running as planned, including (without limitation) due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, the Promoter reserves the right in its sole discretion take any action that may be available, and (without limitation) to cancel, terminate, modify or suspend the competition, subject to any direction given under State Regulation.
- Any cost associated with accessing the promotional website is the Entrant's responsibility and is dependent on the Internet service provider used.
- Any Entrant found to be using any form of software or third party application to enter multiple times (including scripting software) will have all entries invalidated and any claim to any prize will be invalidated. If such an Entrant is awarded a prize and then found to have breached this clause, the Entrant must immediately return any awarded prize to the Promoter. The Promoter has sole discretion to determine if this clause has been breached by any Entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the Entrant has breached this clause. An Entrant must provide any requested documentation to the Promoter upon request.
- An Entrant may not use a third party (including online competition entry site) to enter on their behalf, except where the Entrant needs to use those services of that third party to enter due to a disability. If the preceding sentence has been breached, the Entrant will have all entries invalidated, any claim to any prize will be invalidated and where such an Entrant has already been awarded a prize before being found to have breached this clause, the Entrant must immediately return any awarded prize to the Promoter. The Promoter has sole discretion to determine if this clause has been breached by any Entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the Entrant has breached this clause. An Entrant must provide any requested documentation to the Promoter upon request.
- Any Entrant found to be entering incorrect contact details, including incorrect email contact details, will have all entries invalidated and any claim to any prize will be invalidated. If such an Entrant is awarded a prize and then found to have breached this clause, the Entrant must immediately return to the Promoter any prize it has been awarded. The Promoter has sole discretion to determine if this clause has been breached by any Entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the Entrant has breached this clause. An Entrant must provide any requested documentation to the Promoter upon request.
- If the prize (or any part of the prize) is unavailable, for whatever reason, the Promoter reserve the right to substitute the prize (or any part of the prize) for a prize (or part of any prize) of equal or greater value, subject to relevant State, Territory or Commonwealth Regulation. 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. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
- The Promoter highly recommends a current residential street address be provided when requested for ease of correspondence and potential prize delivery. The Promoter makes all reasonable efforts to deliver prizes to the addresses provided by competition Entrants. The Promoter cannot guarantee that any prizes returned to the Promoter due to non-delivery at the provided address will be re-sent to the

prize winner. The Promoter and its associated agencies and companies will not be liable for any damage to or delay in transit of prizes.

- The Promoter reserves the right to redetermine the winner in the event of an Entrant, claiming to be a winner, being unable to satisfy these Terms.
- The Promoter will pay for any shipping, handling, taxes or any ancillary costs associated with the prize,

Liability

- Unless otherwise stated, the prizes are purchased from or supplied directly from third parties and the Promoter is not involved in their manufacture or development.
- The winning Entrant accepts any prize “as-is” and without any warranties or representations that it is fit for a particular purpose.
- The Promoter is not responsible for any liability related to the prizes, their delivery or transaction. Any late delivery or prizes damaged in transit are the responsibility of the supplier or producer of the prize unless otherwise stated in these Terms.
- Any issues, faults, complaints or queries must be taken up with the supplier or producer of the prize directly. The Provider is in no way responsible for any issues or queries the Entrant may have in relation to any of the prizes.
- The Promoter is not liable for any loss or damage whatsoever which is suffered, including but not limited to special, indirect, consequential loss or for personal injury suffered or sustained as a result of taking or using any prize, except for any liability that cannot be excluded by law.
- The Promoter will not be liable for any loss or damage whatsoever resulting from incorrect details lodged by Entrants. The Promoter cannot be held responsible for any late entries, lost entries or any prizes that may be lost or damaged in transit.
- In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter’s ability to proceed with the competition on the dates and in the manner described in these Terms, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, or act of terrorism, the Promoter may in its absolute discretion vary the rules of the competition, vary any prizes offered, or cancel the competition and recommence it from the start on the same conditions, subject to any directions given under applicable State, Territory or Commonwealth regulations or legislation.
- The Promoter does not exclude any rights and remedies in respect of goods or services under the *Australian Consumer Law* in the Competition and Consumer Act (2010) (“Australian Consumer Law”) which cannot be excluded, restricted or modified. However, to the maximum extent permitted by law, the Promoter shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prize/s except for any liability which cannot be excluded by law. The Promoter is not responsible for any incorrect or inaccurate information, either caused by the Entrant or for any of the equipment or programming associated with or utilised in this competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.
- The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions or has engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the competition. The Promoter’s legal rights to recover damages or other compensation from such an offender are reserved.
- The Entrant hereby indemnifies and keeps indemnified the Promoter for any losses that the Promoter incurs as a result of the Entrant’s breach of these Terms.

Copyright and Statutory Guarantees

- In consideration for the Promoter awarding the prize to the winner, the winner hereby permits the winner's submission, image and/or voice, as recorded, photographed or filmed during the winner's participation in the prize to appear in connection with the Promoter, or the advertising or marketing thereof, in any media whatsoever throughout the world and the winner will not be entitled to any fee for such use.
- The Promoter acknowledges that the Entrant may own intellectual property rights (including copyright) in any Entry Content. The Entrant hereby grants the Promoter a non-exclusive, irrevocable, perpetual, worldwide licence to use the Entry Content (including modifying, adapting or publishing the Entry Content, whether in original or modified form, in whole or in part or not at all). The Entrant acknowledges and agrees that neither the Entrant nor any third party shall be entitled to any fee, royalty or other consideration in respect of such licence. If the Entrant holds, now, or at any time in the future, any so called "droit moral" or moral rights in connection with the Entry Content, the Entrant unconditionally and irrevocably consents, for the benefit of the Promoter and all of their respective assignees, licensees and sublicensees to material alterations to the Entry Content (including, without limitation, any copying, editing, adding to, taking from, adapting and/or translating the Entry Content, in any manner or context) for any purpose, notwithstanding that such conduct may amount to derogatory treatment of the Entry Content for the purposes of the Copyright Act 1968 (Cth).
- All entries become the property of the Promoter (with the exception of any intellectual property rights comprised therein). All opt-in entries will be entered into a database and the Promoter may use the Entrant's names, addresses and telephone numbers for future promotional, marketing and publicity purposes in any media worldwide without notice and without any fee being paid unless otherwise advised by the Entrant. By opting-in, Entrants confirm that they allow their details to be used for this purpose. If the Entrant no longer consents to their details being used for future marketing purposes, the Entrant should contact the Promoter using the details set out below. Any request to update, modify or delete the Entrant's details should be directed to the Promoter.
- Entrants' personal information may be disclosed to State or Territory authorities and winners' names published as required under the relevant legislation. For the purposes of public statements and advertisements the Promoter will only publish the winner's surname, initial and state. A request to access, update or correct any information should be directed to the Promoter.
- The Promoter collects information about the Entrant, including for example their name and contact details which the Entrant provides when registering or using the Promoter's services as well as information from data houses, social media services, the Promoter's affiliates and other entities the Entrant deals or interacts with for example by using the services of those entities. The Promoter collects and uses that information to provide the Entrant with goods or services, to promote and improve the Provider's goods and services, to provide the Entrant with targeted advertising based on the Entrant's online activities, for the purposes described in the Promoter's Privacy Policy and for any other purposes that the Promoter may describe at the time of collection. The Promoter may disclose the Entrant's information to the Promoter's related companies, including those located outside Australia. The Promoter or any of the Promoter's related companies may contact the Entrant for any of the purposes set out in this clause (including by email and SMS) at any time. The Promoter and the Promoter's related companies may also disclose the Entrant's information to their service and content providers, including those located outside Australia.
- If the Entrant does not provide the Promoter with any requested information the Promoter may not be able to provide the Entrant with the goods and services the Entrant requires.
- The Promoter may disclose the Entrant's personal information to authorities if the Entrant is a prize winner or otherwise as required by law.
- Further information about how the Promoter handles personal information, how the Entrant can complain about a breach of the Australian Privacy Principles, how the Promoter will deal with a complaint of that nature, how the Entrant can access or seek correction of their personal information and the Promoter's contact details can be found in the Promoter's Privacy Policy at <https://www.pinstripemedia.com.au/privacy-policy/>.

Governance and Severability

- These Terms are subject to the laws of NSW. Any disputes will be governed by and subject to mediation and the laws of this jurisdiction.
- All Terms are binding in the individual States and Territories of Australia to the extent they do not conflict with the Competition and Consumer Act 2010 or any individual State or Territory laws. In the event of any conflict with any law of any State or Territory, or if a term or part of a term is illegal or unenforceable, it is deemed to be severed from these Terms and the remaining terms continue in force.