

Competition Terms and Conditions – Louis Tomlinson – JB Hi Fi – Tour 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 12:00pm AEDT on Monday, 20 January 2020 and concludes at 11:59pm AEDT on Thursday, 6 February 2020 (**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 with valid e-mail address, 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 or purchase a copy of the 'Walls' album by Louis Tomlinson (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 or purchase of the Album;
 - (iii) Tell us in 25 words or less "Why you would like to meet Louis Tomlinson?" on the entry form located in the 'Special Offer' tab on the pre-order page (the **Entry**); and
 - (iv) Read and then tick where indicated to agree to the Competition terms and conditions; and

(v) Click 'Submit' to submit the Entry.

All entrants must retain their receipt as proof of purchase.

7. Entry is limited to one (1) Entry per Album pre-order/purchase. For the avoidance of doubt, Entrants can enter multiple times provided that they use a unique receipt number for the Album pre-ordered or purchased and submitted with each Entry. If multiple entries are made using the same receipt number more than once, such entries will be deemed void.

Prizes and Judging

8. This is a game of skill. Chance plays no part in determining the winner.
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:
 - a. one (1) double pass ticket to see Louis Tomlinson perform live at a show of the Winner's choice in 2020 (the **Performance**) (Performance dates and locations as set out below);
 - b. if the Winner does not reside in the selected major city of the Performance, return economy flights from the major city closest to the Winner's residence to the major city closest to the Performance for the Winner and their guest (the dates and location are to coincide with the Performance);
 - c. if the Winner does not reside in the selected major city of the Performance, accommodation for one (1) night for the Winner and their guest (the dates are to coincide with the Performance);
 - d. if applicable under clause 9(c), return car transport from the airport to accommodation for the Winner and their guest; and
 - e. a meet and greet with Louis Tomlinson for the Winner and their guest at the Performance.

Performance dates and locations:

25 April 2020	Big Top Luna Park, Sydney
27 April 2020	Palais Theatre, Melbourne

(collectively, the **Prize**).

The Prize is valued at approximately AU\$1500.

For the avoidance of doubt, performance dates and locations may be subject to change at the Promoter's sole discretion.

10. The entries will be judged and announced by no later than 6:00pm AEDT on Friday, 7 February 2020. The Winner will be notified via email according to the email address provided in the entry form submitted with their Entry. Further details relating to Prize redemption will be provided at this time.
11. If the Winner is under 18 years of age, they must take a parent or legal guardian as their guest who must accompany the Winner at all times whilst undertaking the Prize.
12. Attendance at the Performance is subject to the Winner's and their guest's compliance with the Performance venue's conditions of entry and any instructions and directions given. Promoter accepts no liability or responsibility for any failure to comply with the above conditions of entry. Promoter and the event organisers hereby expressly reserve the right to eject the Winner and/or guest for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the Prize.
13. As a condition of collecting the Prize, the Winner and their guest consent to being filmed at the Performance. The footage of the Performance may be made available, at Promoter's discretion, on Promoter's and/or Louis Tomlinson's official social media channels, including but not limited to, Facebook, Twitter, Instagram and/or Vevo. Promoter may also photograph, video and/or film any other activities relating to the Winner's acceptance or consumption of the Prize. The Winner acknowledges that Promoter has the right to use such publicity photos, videos and/or films in any medium and in any reasonable manner it sees fit without further permission from or payment to the Winner. The Winner may be required by Promoter to provide further consents or sign releases in respect of their attendance at Performance, including giving consent to be filmed and the Winner and their guest agree to fully comply with any such request.
14. The Winner is only entitled to the relevant 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. The Prize is not transferable nor can the 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 the Prize for any reason.
15. 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.
16. If the Winner cannot be contacted within one (1) calendar day 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.

17. Redemption of the Prize is subject to availability and may be dependent on travel class availability and specific room category availability. All components of the Prize must be taken together and when offered or are forfeited. The Winner and their guest must travel together and depart from and return to the same departure point. The Prize is a single event trip for the Winner and guest and cannot be separated into separate trips or components. The Winner and their guest are responsible for any amendment fees or additional fees issued by airlines or suppliers once booking is confirmed and ticketed (including but not limited to additional baggage charges, name changes, and seat changes). The Winner and their guest may not accrue frequent flyer points. No extension or variation of the travel and/or accommodation dates nominated by Promoter is permitted. It is the responsibility of the Winner and their guest to ensure they are checked in for their flights, and arrive at the airport, on the correct date and at the time specified by the relevant airline carrier. Promoter is not responsible for any costs associated with the Winner and their guest missing any of their flights.
18. Participation in the Prize and any passes, tickets or vouchers issued as part of the Prize may be subject to prevailing prize supplier terms and conditions of use, which are subject to change without notice. The Prize cannot be used in conjunction with travel discounts or special offers. Travel and accommodation are to be arranged by a licensed agent nominated by Promoter. The Winner and their guest will comply with any reasonable requests for information from Promoter and licensed agent to allow them to make arrangements for the Prize.
19. All additional costs not expressly stated herein but incurred in acceptance and use of the Prize is the responsibility of the Winner and their guest and will **NOT** be the responsibility of the Promoter. The Winner and their guest will be responsible for paying for those costs not expressly set out herein and which may include (but is not limited to) additional on-ground transportation, additional taxes (excluding airfare related taxes and charges included in the prize), personal items, phone calls, travel insurance, meals, drinks, souvenirs, sightseeing or activities, incidentals, gratuities, surcharges or other ancillary costs which are the sole expense and responsibility of the Winner and their guest.
20. The Winner may be required to present a credit card or cash deposit at the time of accommodation check-in.
21. The Winner and their guest must conduct themselves in a responsible, courteous and respectful manner at all times whilst participating in the Prize. Acceptance of and participation in the Prize is subject to any prevailing terms and conditions of Promoter, and in particular, health, behaviour, age and safety requirements. The Winner and their guest must follow all reasonable directions given by Promoter during the

course of their participation in the Prize, including all directions relating to age, health, behaviour and safety. Promoter reserves the right, in its sole discretion, to disqualify, sanction and/or eject the Winner and/or their guest from the Prize on the grounds of inappropriate behaviour, for age, health or safety reasons, or for any breach of these terms and conditions and conditions of use. If the Winner and/or their guest fail to participate in the Prize in the manner required, as stated in this clause and in the reasonable opinion of Promoter, their entry and the balance of the Prize will be forfeited with no compensation payable.

22. If for some reason beyond Promoter's control, it is not possible to supply the Prize as advertised, Promoter will be entitled to supply a substitution prize in Promoter's sole 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

23. 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.
24. All information will be collected in accordance with JB Hi Fi's privacy policy located <https://www.jbhifi.com.au/pages/privacy-policy>.
25. The Entry will become the property of Promoter and each entrant hereby assigns, including as a present assignment of future copyright, any right, title and interest (including copyright) the entrant may have in the Entry to Promoter worldwide and in perpetuity. Each entrant acknowledges that Promoter may use the Entry and materials and any intellectual property rights subsisting in the Entry in any medium and in any manner it sees fit, including without limitation, by reproducing, modifying or adapting such entries, free from any claim whatsoever in any country or place in the world. Each entrant further consents to any and all acts or omissions of Promoter which would, but for this consent, infringe any of the entrant's moral rights or similar rights in the Entry.
26. 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.

27. 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.
28. Promoter is not responsible for any tax implications that may arise from winning a Prize. Entrants should seek independent financial advice about such matters.
29. 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.
30. 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.
31. These terms and conditions shall be governed by the laws of New South Wales, Australia.