

JB Hi-Fi Limited
"Ball Park Music" Competition
Terms and Conditions

By entering JB Hi-Fi Limited's ("JB Hi-Fi") "**Ball Park Music**" 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 Ball Park Music entitled "Ball Park Music" through JB Hi Fi;
- (c) are not employees of the Promoter or their associated companies, agencies or families.
- (d) Are 15 years of age or over; 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 "**Ball Park Music**" Competition.

4. HOW TO ENTER

4.1 The Competition commences on 7 July 2020 at 9:00am (AEST) and concludes on 23rd October 2020 at 11.59pm (AEST) ("the Competition Period").

4.2 To enter:

- (e) Step 1: Pre-order 1 x copy of the Ball Park Music album entitled "Ball Park Music" through JB Hi-Fi ("the Album");
- (f) Step 2: Follow the prompts on the SPECIAL OFFER tab on the pre-order page located at URL <https://www.jbhifi.com.au/pages/ballparkmusic> 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: *In 25 words or less, how would you spark up this day and age?* The most creative entry will win one prize pack, containing an Audio Technica AT-LP2X turntable, Audio Technica ATH-M50XBT headphones, Ball Park Music T-Shirt, Ball Park Music LP (Marble), Puddinghead LP (Yellow), Good Mood LP (Orange), Museum LP (Red), Happiness And Surrounding Suburbs LP (Blue) and Every Night The Same Dream LP (White).

4.3 Entries must be received by 11.59pm (AEST) on 23rd October 2020 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 26th October 2020. An announcement of the Winner will be made available on the website <https://www.jbhifi.com.au/pages/completed-competitions-2020>.

6. PRIZE

- 6.1 There will be one (1) winner for the entire competition who will receive the following prize package:
- Audio Technica Turntable (AT-LP2X)
 - Audio Technica Headphones (ATH-M50XBT)
 - Ball Park Music T-Shirt
 - Ball Park Music LP (Marble)
 - Puddinghead LP (Yellow)
 - Good Mood LP (Orange)
 - Museum LP (Red)
 - Happiness And Surrounding Suburbs LP (Blue)
 - Every Night The Same Dream LP (White)
- 6.2 The combined retail value of the prize package is approximately \$1000. The 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 3rd July 2020.
- 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
 - (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 Winners are 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 <https://www.jbhifi.com.au/pages/privacy-policy>

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 Ltd (ABN 37 093 114 286) of Podium Level, 60 City Road, Southbank, VIC 3006.

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 Podium Level, 60 City Road, Southbank, VIC 3006, phone (03) 8530 7333.