

COMPETITION TERMS AND CONDITIONS

SCHEDULE TO TERMS AND CONDITIONS

Name of Competition	Metallica S&M2 Limited Edition Violin Competition
Promoter	JB Hi-Fi Group Pty Ltd (ACN 093 114 286) of Podium Level, 60 City Rd, Southbank VIC 3006
Website(s)	www.jbhifi.com.au
Competition Period	The Competition commenced at 11:00PM AEST on Wednesday 15 th July 2020. Entrants must submit the completed Entry by 11:59PM AEST on Thursday 3 rd September 2020.
Judging Date and Time	Monday 7 th September 2020
Entry Restrictions	Entry is open to Australian residents over 18 years of age with a valid email address.
Relevant State/s	SA, WA, VIC, QLD, NSW, NT, TAS
Entry Method	To enter, during the Competition Period, entrants must; <p>(a) Pre-order or purchase a copy of “Metallica & San Francisco Symphony Orchestra: S&M2” (the Album) (CD, LP, DVD, Blu-Ray album) from JB Hi-Fi’s online store at www.jbhifi.com.au between 11:00PM AEST Wednesday 15th July and 11:59pm AEST on Thursday 3rd September 2020.</p> <p>Fill out the competition form found here https://www.jbhifi.com.au/pages/metallica</p> <p>(b) with the entrant’s first and last name, email address, receipt or online order number, and an answer in 25 words or less to the following question: What is the best Metallica song performed live with the San Francisco Symphony Orchestra and why?</p> <p>(c) All entrants must retain their receipt as proof of purchase.</p>
Judging Criteria	Each valid entry will be individually judged (by representatives of the Promoter) based on, creativity, originality, literary merit and suitability.
Maximum Entries Per Person	One entry per Album purchase
Prize Details	There is one (1) prize available consisting of: <ul style="list-style-type: none"> Basic beginner level violin (Sky Full Size VN202 Solid Wood Color Violin, size 4/4), with a case, bow, and rosin with artwork hand stenciled onto the violin.
Total Value of the Prize Pool	AU\$210 (per prize)
Prize Claim Date and Time	Prize must be claimed in its entirety by Friday 2 nd October.
Terms and Conditions of the Prize	<ol style="list-style-type: none"> Ticket type to be in the sole discretion of the Promoter. Dates, venues and schedules are not under the Promoter’s control and are subject to change and the Promoter takes no responsibility for any date, venue or schedule changes. If any part of any of the events is abandoned, called off, varied or postponed for any reason, then at the Promoter’s discretion, the Winner (and their

	<p>nominated companion) forfeits all rights to attend the relevant event and no cash or alternative tickets will be substituted for that element of the Prize.</p> <ol style="list-style-type: none"><li data-bbox="422 168 1510 273">3. The event takes place at the locations outlined in the Prize Details. The Winner shall be responsible for any costs associated with accepting the Prize that are not expressly set out as the Promoter's responsibility in these terms and conditions.<li data-bbox="422 283 1510 388">4. It is the Winner's/ (and their travel companion's) responsibility to organise transport to and from their house to the Dean Lewis concert in their nearest capital city.<li data-bbox="422 399 1510 504">5. Entrants must be able to take the Prize on the dates and times and at the locations agreed upon by the promoter. If the Winner is unable to claim the Prize or attend the event on the relevant dates, they will forfeit the Prize.<li data-bbox="422 514 1510 619">6. The Promoter makes no representation as to the safety conditions or any other issues that may exist at any venue associated with the Prize. Prize is subject to the concert venue's general conditions of entry.<li data-bbox="422 630 1510 693">7. This Prize must be taken as offered, is not transferrable and no cash alternative will be offered.<li data-bbox="422 703 1510 737">8. Prize subject to availability.
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TERMS AND CONDITIONS

1. These Terms and Conditions and all other information provided prior to entering the Competition, including the Schedule and any instructions on how to enter the Competition form part of these Terms and Conditions. Entry into this Competition is deemed acceptance of these Terms and Conditions. Any entry not complying with these Terms and Conditions is invalid. The Schedule defines certain terminology used within these Terms and Conditions. To the extent of any inconsistency between the Schedule and these Terms and Conditions, the Schedule prevails.
2. Entry to the Competition is only open to residents of Relevant States who comply with the Entry Restrictions (if any) and have a valid email address. Employees (and their immediate families) of the Promoter (and the Promoter's related bodies corporate) are ineligible to enter. 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.
3. The Competition will be conducted during the Competition Period. To enter the Competition entrants must follow the Entry Method and comply with all other applicable requirements during the Competition Period. Entries must be received by the Promoter during the Competition Period. Entrants may submit up to the Maximum Entries Per Person. Multiple entries (where permitted) must be submitted separately. Automated – computer – generated entries will not be accepted.
4. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Errors and omissions will be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. Incomplete or indecipherable entries will be deemed invalid.
5. Entries are deemed to be received at the time of receipt into the Promoter's database. The Promoter is not responsible for receipt of incorrect, inaccurate or incomplete information caused by an entrant or occurring during transmission. The Promoter is not responsible for any problems or technical malfunction of any telephone, telephone or computer network, or lines, servers, or telephone or internet providers, traffic congestion on any phone or computer network, or any combination thereof, including any injury or damage to participants or any other person's handset or computer related to or resulting from participation or sending or receiving of any communication or of any materials in this Competition. The Promoter has no obligation to acknowledge or return the entry.
6. The entrant represents and warrants to the Promoter that the entry is not obscene, defamatory, libelous, threatening, harassing, hateful, racially or ethnically offensive, or encouraging of conduct that would be considered a criminal offence, gives rise to civil liability, or violate any law.
7. The entrant confirms and warrants that they have full power and authority to enter into this agreement and hereby indemnify the Promoter from and against any and all costs and damages incurred as a result of any breach of the representations and warranties made by the entrant herein.
8. All entries in this Competition are the property of the entrant and each entrant, by entering this competition, grants the Promoter an irrevocable, perpetual, sub-licensable, worldwide, royalty free licence to reproduce, edit,

publish, communicate and otherwise use their entry to the Competition (including all content and materials forming part of their entry to the Competition) in any manner whatsoever including, without limitation, in further promotion of the Competition, by way of commercial purposes and may extend to or involve use by or with one or more third parties. If requested by the Promoter, the entrant shall complete and sign an agreement (in a form reasonably satisfactory to the Promoter) to give effect to such a licence.

9. The Promoter reserves the right to reject any entry submitted to the Competition.
10. To the extent necessary, the entrant hereby waives all moral rights (as defined by the *Copyright Act 1968* (Cth)) that he or she may have in respect of their entry to the Competition (including all content and materials forming part of their entry to the Competition), including the right of attribution.
11. The entrant represents and warrants to the Promoter that his or her entry to the Competition (including all content and materials forming part of his or her entry to the Competition) does not incorporate any other materials which are subject to third party rights or otherwise infringe any third party's rights. The entrant further warrants that they have all necessary consents and approvals from individuals appearing or mentioned in the entrant's entry to the Competition.
12. Following the conclusion of the Competition Period and by no later than the Judging Date and Time, the entries will be judged by representatives of the Promoter based on the Judging Criteria. The Prize(s) will be awarded to the entrant whose entry to the Competition best meets the Judging Criteria. Chance plays no part in determining the outcome.
13. The winner(s) shall be determined at Podium Level, 60 City Rd, Southbank VIC 3006
14. The judges' decision is final and binding upon all entrants and no correspondence will be entered into. Entrants who are not winners will not receive any notification at all. The Promoter will attempt to contact the winner by email (to the email address from which his or her entry to the Competition was received) to arrange for delivery or collection of the Prize, as soon as reasonably practicable after judging has been completed.
15. The Prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated. Each Prize is not transferable to another person (unless agreed to by the Promoter) or exchangeable for other goods and services and cannot be redeemed for cash.
16. The Promoter reserves the right to request winners to provide proof of identity, proof of residency and/or proof of entry validity (for example, a receipt for proof of purchase) in order to claim the Prize. Proof of identity, residency and/or entry validity considered suitable for verification is at the Promoter's discretion. In the event that a winner cannot provide suitable proof, the winner will forfeit the Prize in whole and no substitute will be offered.
17. The Promoter reserves the right to rejudge entries to the Competition in the event of any entrant initially judged to be the winner of the Competition (or any alternate winner of the Competition determined in accordance with this clause 17) being found to not satisfy these Terms and Conditions or forfeiting or not claiming the Prize by the Prize Claim Date and Time (or, in the case of any alternate winner of the Competition determined in accordance with this clause 17, such later date and time as reasonably determined by the Promoter), to determine the entrant whose entry next best meets the Judging Criteria, and declare that entrant the alternate

winner of the Competition. The Promoter will attempt to contact the alternate winner by email (to the email address from which his or her entry to the Competition was received) to arrange for delivery or collection of the Prize.

18. If the Prize is unavailable for any reason, the Promoter, in its discretion, reserves the right to substitute the Prize with an alternative prize selected at the Promoter's sole discretion and determined in the Promoter's sole discretion to be of similar value to the Prize.
19. By entering the Competition, each entrant agrees that the Promoter may cause to be published the winner's names and suburb in any media, including on the Website(s).
20. If required by the Promoter, the Winner agrees to participate in any promotional activities associated with the Prize such as public appearances, photo opportunities or media interviews as might be required by the Promoter. The Winner agrees to the Promoter using the Winner's likeness and image for any purpose related to the Prize and Competition.
21. If this Competition is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
22. Any cost associated with entering the Competition is the entrant's responsibility. The use of any automated software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
23. Except for any liability that cannot be excluded by law (including the Australian Consumer Law), the Promoter (including its officers, employees and agents) excludes all liability (including negligence) for any loss or damage (including loss of opportunity) suffered or incurred by any entrant; whether direct, indirect, special or consequential, arising in any way out of the Competition, including, but not limited to, where arising out of the following: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any claim or offer that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in gift value to that stated in these Terms and Conditions; (e) any tax liability incurred by an entrant; or (f) use of a Prize.
24. The Promoter excludes all warranties and guarantees in relation to the Prize, to the extent allowable under the Australian Consumer Law. Except as otherwise required under the Australian Consumer Law, the Promoter accepts no liability or responsibility for any defect with the Prize.
25. The Promoter and its associated agencies shall not be liable in any way if the performance of obligations hereunder is delayed or becomes impossible by reason of any Act of God, war, fire, earthquake, strike, sickness, accident, civil commotion or any other cause beyond its reasonable control.
26. The Promoter needs to collect the personal information required to be submitted with your entry so it can enter you in the Competition and otherwise conduct the Competition. The Promoter may use personal information about you for direct marketing and related purposes, including sending you information (including

electronically) about its products, events, news and further competitions. Without limiting the foregoing, any personal information submitted with or contained in your entry to the Competition will be handled in accordance with the Promoter's privacy policy (available on the JB Hi-Fi website).

27. These Terms and Conditions shall be governed by the laws of the state of Victoria, Australia.