

Competition Terms and Conditions – Evanescence - 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 9.00am AEDT on Thursday, 8 December 2020 and concludes at 11.59pm AEDT on Thursday, 1 April 2021 (**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 18 years of age and older, other than as set out in clause 5.
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 Evanescence's new album '*The Bitter Truth*' (the **Album**) from the JB Hi-Fi online store at <https://www.jbhifi.com.au/pages/evanescence> during the Competition Period;
 - (ii) Fill in your first name, last name, email address and the receipt number of your pre-order or purchase of the Album;
 - (iii) Answer in 25 words or less the following question: "*What is your favourite song by Evanescence and Why?*" 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 or purchase (as applicable). 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 the exact mask worn by Amy Lee in the 'Game Is Over' video, signed and enclosed in a sealed collectable box (**Prize**).

The Prize is valued at approximately AU\$300.

10. The Winner is only entitled to the Prize as outlined above and is not entitled to any additional prizing or cash reimbursement. No Prize is transferable nor can the Prize be taken as cash. 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 unless specifically stated in these terms and conditions.
12. The entries will be judged and announced by no later than 6.00pm AEDT on Friday, 2 April 2021. 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 twenty-four (24) hours 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. All information will be collected in accordance with JB Hi Fi's privacy policy located <https://www.jbhifi.com.au/pages/privacy-policy>.
18. 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.
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. These terms and conditions shall be governed by the laws of New South Wales, Australia.