

## TERMS & CONDITIONS

<b>Promotion</b>	JB HI FI MOBILE PRE-PAID \$39 SIM KIT WITH FREE DIGITAL GIFT CARD OFFER
<b>Promoter</b>	The Promoter is JB Hi-Fi Group Pty Ltd, ABN 37 093 114 286, 60 City Road, Southbank, VIC 3006
<b>Promotion Type</b>	Gift upon redemption via purchase and activation of \$39 JB Hi-Fi Mobile pre-paid SIM KIT .
<b>Purchase Period</b>	Purchase Period commences: 12.01am AEDT on <b>04/04/2024</b> Purchase Period concludes: 11.59pm AEST on <b>24/04/2024</b>
<b>Eligible Qualifying Period</b>	Eligible Qualifying Period concludes: 11.59pm AEST on <b>15/05/2024</b>
<b>Participating Stores</b>	<p>JB Hi-Fi Airport stores are excluded from this promotion.</p> <p>Stores participating in the Promotion are JB Hi-Fi bannered outlets located throughout Australia only, including the JB Hi-Fi online store: <a href="https://www.jbhifi.com.au/">https://www.jbhifi.com.au/</a></p> <p>Participating JB Hi-Fi Stores will display Promotion materials.</p> <p>If in doubt, a claimant may ask a store whether or not they are participating in the Promotion.</p>
<b>Eligible Claimants</b>	<p>The Promotion is only open to Australian residents, excluding any business or trade purchasers, management and employees of the Promoter, its associated companies/subsidiaries, Participating Stores and agencies associated with this Promotion.</p> <p>“Employees” means any directors, management, employees, concessionaires, consultants, officers and contractors or other such people who perform work under the control of another in exchange for payment.</p> <p>The Promoter is responsible for determining whether a person is an Eligible Claimant in its absolute discretion.</p> <p>Eligible Entrants under 18 years of age must have parental/guardian approval to enter and further, the parent/guardian of the Eligible Entrant must read and consented to these Conditions of Entry. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this Promotion. Further, Eligible Entrants under 18 years of age must have parental/guardian consent to register and use a JB Hi-Fi Mobile pre-paid sim.</p>
<b>How to Participate</b>	<p>To participate in the Promotion and be eligible for a digital JB Hi-Fi Gift Card, an Eligible Claimant must:</p> <p style="padding-left: 40px;"><b>(a) during the Purchase Period</b>, purchase a \$39 JB Hi-Fi Mobile pre-paid SIM KIT (Participating Product) from a Participating JB Hi-Fi Store (“Qualifying Purchase”) and collect <b>and retain a copy of their purchase receipt, and</b></p> <p style="padding-left: 40px;"><b>(b) prior to the conclusion of the Eligible Qualifying Period</b>, activate their pre-paid SIM.</p> <p>By meeting these conditions, the Eligible Claimant is indicating their acceptance of these Terms and Conditions.</p> <p>If an Eligible Claimant complies with steps (a) &amp; (b) above and their claim is deemed valid (in accordance with <b>Validation</b> clauses below), they will receive an email to their registered email address, containing a link and unique code</p>

	<p>within Ten (10) business days of activating their eligible pre-paid SIM.</p> <p>The Eligible Claimant must access the link in the Gift Activation email, and using the unique code, login to the redemption portal <a href="https://telstra-redeem.com.au/jbrewards">https://telstra-redeem.com.au/jbrewards</a> to redeem their digital Gift Card.</p> <p>The digital Gift Card must be redeemed in accordance with this within 90 days from the date of Gift Activation email or forfeited.</p>
<b>Participating Products</b>	<p>There is one (1) Participating Product option:</p> <ul style="list-style-type: none"> <li>• <b>Option 1:</b> \$39 JB Hi-Fi Mobile pre-paid SIM KIT.</li> </ul>
<b>Required Verification/Proof of Purchase</b>	<p>The following documentation must form part the claim:</p> <ul style="list-style-type: none"> <li>• Qualifying Purchase receipt</li> </ul> <p>The Qualifying Purchase receipt provided must clearly specify:</p> <ul style="list-style-type: none"> <li>• the Participating Product purchased;</li> <li>• the Participating Store of purchase;</li> <li>• the purchase date;</li> <li>• the receipt number; and</li> <li>• that payment for the Qualifying Purchase has been received in full.</li> </ul> <p>If the Qualifying Purchase receipt is missing any of the above information or is illegible or indecipherable the claim can be rendered invalid.</p> <p>If requested by the Promoter, Eligible Claimants must produce, within the time requested by the Promoter at its absolute discretion, appropriate photo identification or other documentation, required by the Promoter to verify their identity, age, eligibility to participate in the Promotion and claim a Gift and compliance with these Terms and Conditions, and/or their Qualifying Purchase receipt/s that corresponds to the claim/s they have submitted in the Promotion.</p> <p>If the items required by the Promoter are not received or a claimant has not been verified to the satisfaction of the Promoter within the time period required by the Promoter, the claim/s can be deemed invalid.</p> <p>Gifts will only be awarded following all validation and verification requirements of the Promoter being met to its satisfaction.</p>
<b>Validation &amp; Notification</b>	<p>All claims will be verified by a representative of the Promoter (<b>Validation</b>).</p> <p>Claimants must allow Ten (10) business days for Validation to be completed.</p> <p>If a claim is deemed valid, the Eligible Claimant will receive a Gift Activation email in accordance with <b>How to Participate</b> clauses.</p>
<b>Gift</b>	<p>Each gift is a digital JB Hi-Fi Gift Card to the value of \$25.</p> <p><b>Eligible Claimants who purchase and activate Participating Product - Option 1 will be entitled to a \$25 digital JB Hi-Fi Gift Card;</b></p> <p>Gift Cards are subject to the terms and conditions. For Full T&amp;Cs please see: <a href="https://www.jbhifi.com.au/General/Help-Centre/Gift-Card-help/Gift-Card-Terms-Conditions/">https://www.jbhifi.com.au/General/Help-Centre/Gift-Card-help/Gift-Card-Terms-Conditions/</a></p>
<b>Claim Limit</b>	<p>There is a limit of one (1) Gift per SIM purchased during the Promotion Purchase Period.</p>

## GENERAL CONDITIONS

1. Details above and the following clauses collectively form the terms and conditions of this Promotion ("Terms and Conditions").
2. Each claimant is responsible for ensuring his or her familiarity with these Terms and Conditions at the time of participation. Participation in this Promotion is deemed acceptance of these Terms and Conditions. The Promoter's decision not to enforce a specific restriction (whether communicated to a claimant or not) does not constitute a waiver of that restriction or of these Terms and Conditions generally.
3. The Promoter's decision in relation to any aspect of these Term and Conditions and the Promotion is final and binding on every person who participates. No correspondence will be entered into.
4. Limit one (1) claim per Participating Product/Qualifying Purchase.
5. This Promotion is not valid in conjunction with any other offer.
6. Values stated in these Terms and Conditions are in AUD/RRP/including GST.
7. Claimants can only participate in the Promotion in their own name.
8. All claimants acknowledge that the Promoter can rely on these Terms and Conditions even if the Promoter only learns of a person's ineligibility after the Promoter has awarded a Gift to the ineligible person. Payment of the Gift value to the Promoter may be required by the Promoter if this occurs.
9. Claimants are responsible for ensuring their correct personal details are provided and any updated details are notified to the Promoter. The Promoter accepts no responsibility should an Eligible Claimant fail to receive their Gift because of a failure to notify the Promoter of correct details or of a change to their details, or for providing invalid information.
10. Claims are deemed to be received at the time of receipt into the Promoter's database, not time of transmission by the claimant.
11. The Promoter does not warrant the Participating Stores will be open, at all times during the Promotion Period.
12. The Promoter is not responsible for any undelivered email due to a claimant's spam filters.
13. The Promoter shall not be liable for a Gift being lost, deleted, stolen, damaged or tampered with in any way before it reaches a claimant or after it has been released to a claimant.
14. Any costs associated with accessing the Promotion or Gift provider's website, or associated with redeeming a Gift are the claimant's responsibility and are dependent on the internet service provider used.
15. The Promoter may, in its sole discretion, declare any claim or claimant invalid if the claimant:
  - (a) disrupts, annoys, abuses, threatens, harasses or attempts to do any of these things to the Promoter, another claimant or potential claimant of, or anyone else associated with, this Promotion;
  - (b) engages in conduct in relation to this Promotion, which is misleading, deceptive, fraudulent or damaging to the Promoter's goodwill or reputation.
16. If this Promotion 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 to modify, suspend, terminate or cancel the Promotion, as appropriate, subject to any directions from any relevant authority.

17. As a condition of claiming a Gift, the claimant may be required to (at the Promoter's discretion) sign any legal documentation as and in the form required by the Promoter and/or Gift suppliers in their absolute discretion.
18. The Promoter may communicate or advertise this Promotion via Facebook. However, the Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. Claimants are providing their information to the Promoter and not to Facebook. Each claimant completely releases Facebook from any and all liability.
19. Gifts must be taken as offered and may not be varied. Gifts are not transferable, exchangeable or redeemable for cash. If a Gift is unavailable for any reason, the Promoter reserves the right to substitute another gift of equal or greater value for that Gift, or element of it, subject to the approval of any relevant authority.
20. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Promotion, 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 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/implications incurred by a claimant; or (f) use of a Gift.
21. The:
  - (a) Promoter, the Promoter's related entities, the Participating Stores and all agencies associated with the Promotion; and
  - (b) the employees, agents, directors and contractors, of all entities referred to in this clause,

shall not be liable for any loss or claim, action, demand, liability, damage, cost, expense or personal injury whatsoever (including but not limited to any direct, indirect or consequential loss), incurred, suffered or sustained by any person or entity (without limitation) in connection with, or arising from, the Promotion or acceptance of a Gift, except that which cannot be excluded by law (in which case that liability is limited to the maximum extent allowable by law).

22. Claimants must, at the Promoter's request, participate in any Promotion activity (such as publicity and photography) relating to participating in the Promotion, free of charge, and they consent to the Promoter using their name and image in any future promotional material.
23. Any attempt to deliberately undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to refer the matter to law enforcement authorities and/or to seek damages or such other civil remedies as the Promoter may determine from time to time to the fullest extent permitted by law.

## **PERSONAL INFORMATION**

24. All information claimants provide ("Personal Information") will be used by the Promoter for the purpose of administering this Promotion and awarding Gifts.
25. The Promoter may disclose claimants' Personal Information to its contractors and agents to assist in conducting this Promotion and the delivery of the Digital Gift Card as required.

## PROMOTERS PRIVACY POLICY

26. The Promoter's privacy policy can be found at - <https://support.jbhifi.com.au/hc/en-au/articles/360052938974-Privacy-policy>

The Privacy Policy contains information on:

- (a) how a claimant may access the Personal Information that is held by the Promoter and seek correction of such information; and
- (b) how a claimant may complain about a breach of the Australian Privacy Principles, or a registered privacy code that binds the Promoter, and how the Promoter will deal with such a complaint.

If a claimant has any questions regarding their privacy, they should contact the Promoter using the contact details contained in the Privacy Policy.

27. The Promoter and Participating Stores are bound by the Australian Privacy Principles in the Privacy Act 1988.