

DataEngBytes 2023 Prize Draw Terms and Conditions

run by Cloud Shuttle Pty Ltd, ABN: 94 638 159 136
12 Blanche Street, Oatley NSW 2223 (Promoter)



Eligible States/Territories: National

Terms & Conditions of entry

1. The competition is a game of chance. Entry is open only to legal residents of the Eligible States/Territories in Australia. Directors, officers, management, employees, suppliers (including prize suppliers) and contractors (and the immediate families of directors, officers, management, employees, suppliers and contractors) of the Promoter and of its related bodies corporate, and of the agencies and companies associated with this Promotion, are ineligible to enter.

2. The Promotion Period is from:

Perth: 22 August 2023 9.00am AWST to 22 August 2023 5.00pm AWST

Sydney: 25 August 2023 9.00am AEST to 25 August 2023 5.00pm AEST

Brisbane: 29 August 2023 9.00am AEST to 29 August 2023 5.00pm AEST

Melbourne: 31 August 2023 9.00am AEST to 31 August 2023 5.00pm AEST

3. The Prizes consist of:

Grand prize (x1):

- Nintendo Switch Console [Neon Blue/Red] (RRP: \$469.00)

Silver prizes (x2)

- Jabra Elite 7 Active In-ear Bluetooth Earbuds (RRP: \$279.00)
- BioLite Alpenglöw 500 Lumen Multicolour USB Lantern (RRP: \$118.90)

4. Any prize is valued in Australian dollars unless expressly stated to the contrary.

5. Entrants are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of their prize(s). The Promoter accepts no responsibility for any tax implications that may arise from accepting a prize. Entrants are responsible for any and all expenses that they incur in entering the competition and they will not be reimbursed regardless of whether or not they win the competition.

6. The entrants must follow the Method of entry during the Promotion period to enter the Promotion. Failure to do so will result in an invalid entry. The Promoter will not advise an Entrant if their entry is deemed invalid. The Method of entry consists of:

- Filling in entrant's details on a supplied sponsor stamp card
- Collecting stamps to complete the sponsor stamp card
- Submitting the completed card into the raffle bowl prior to the close of the Promotion Period.

Entrants may submit a Maximum of one entry per person.



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7. The time of entry will be deemed to be the time the entry is received by the Promoter.
8. The winning entries will be selected by random draw. The number of entries selected will be the same number of prizes specified in clause 3.
9. The Promoter accepts no responsibility for any late, lost, incomplete or incorrectly submitted entries. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred. No correspondence will be entered into.
10. The winner(s) will be notified on the day of the event. The notification will include details on how to claim the prizes. The Promoter reserves the right to request for identity verification from the winner(s).
11. The Promoter takes no responsibility where it is unable to contact prize winners who have not provided correct or complete contact details. If an entrant's contact details change during the promotional period, it is the entrant's responsibility to notify the Promoter.
12. It is a condition of accepting any prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
13. The promoter may conduct an Unclaimed prize selection in accordance with the Unclaimed prize selection section of the Schedule (if applicable). In the event the Unclaimed prize selection takes place, the Promoter will select a new winner from the pool of entrants. If a prize is no longer capable of being redeemed, the new winner will receive a prize, as determined by the Promoter, of equivalent value.
14. To the greatest extent permitted by law, the Promoter excludes all warranties, representations or guarantees (Warranties) regarding the Promotion and any prizes, including any Warranties which may have been made in the course of advertising or promoting the Promotion. The conduct of the Promotion or the supply of prizes may involve third parties, and the Promoter makes no Warranties and disclaims all liability in connection with any such third parties, their acts or omissions. By entering the Promotion, an entrant releases and indemnifies the Promoter against any losses or damages which is or may be suffered or sustained as a direct or indirect result of an entrant entering or participating in the Promotion or winning or failing to win a prize, or using or permitting any other person to use the prize, except for any liability which cannot be excluded by law or which would cause any part of this clause to be void or unenforceable.
15. If despite the foregoing clause, the Promoter incurs a liability to an entrant under any law which implies a Warranty into these Terms of entry which cannot legally be excluded, the Promoter's liability in respect of the Promotion is limited, in the Promoter's discretion, to either resupplying such goods or services as form part of the Promotion, or paying the cost of resupplying those goods or services.

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16. Without limiting any of the foregoing, in no circumstances will an entrant or the Promoter have any liability to the other for any loss or damage suffered which is indirect or consequential in nature, including without limitation any loss of profit, loss of reputation, loss of goodwill, or loss of business opportunity.

17. The Promoter will not be liable for any delay, damage, or loss after the transfer of the Prizes to the winner.

18. The Promoter may in its absolute discretion not accept a particular entry, may disqualify an entry, or cancel the entire Promotion at any time without giving reasons and without liability to any entrants. Without limiting this the Promoter reserves the right to verify the validity of entries, prize claims and entrants and to disqualify any entrant who submits an entry or prize claim that is misleading or not in accordance with these Terms of entry or who manipulates or tampers with the entry process. In the event that a winner breaches these Terms of entry, the winner will forfeit the prize in whole and no substitute will be offered. Verification is at the discretion of the Promoter, whose decision is final. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

19. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash. Where a prize is unavailable for any reason, the Promoter may substitute the prize for another item of equal or higher value. The Promoter accepts no responsibility for any variation in prize value (including between advertising of the Promotion and receipt of the prize).

20. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability (or that of a third party involved with the Promotion) to proceed with the Promotion on the dates and in the manner described in these Terms of entry, including but not limited to vandalism, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter's obligations in respect of the Promotion will be suspended for the duration of the event and, in addition, the Promoter may in its absolute discretion cancel the promotion and recommence it from the start on the same conditions, subject to approval of the relevant authorities.

21. The collection and disclosure of personal information provided in connection with this promotion will be handled in accordance with the Promoter's Privacy statement which adheres to the Privacy Act 1988 (cth) and Australian Privacy Principles.

22. The Promotion and these Terms of entry will be governed by the law of the State or Territory in which the Promoter ordinarily resides. Entrants accept the non-exclusive jurisdiction of courts and tribunals of that State or Territory in connection with disputes concerning the Promotion.