

# TERMS AND CONDITIONS – GAME OF CHANCE

## Client Online Event 2020 - **COMPETITION TERMS AND CONDITIONS**

1. The promoter of Client Online Event 2020 competition (the “**Competition**”) is Dell Australia Pty Limited (ABN 46 003 855 561) of Unit 3, 14 Aquatic Drive, Frenchs Forest, NSW 2086, Australia (the “**Promoter**”).
2. Entry into the Competition constitutes acceptance of these terms and conditions and the Privacy Policy. All entry instructions and prize information published by the Promoter also form part of these terms and conditions.

### **Competition dates**

3. The Competition commences at **8:00 am AEST on 18<sup>th</sup> June** and closes at **5pm AEST on 17<sup>th</sup> July 2020** (the “**Competition Period**”). All Entries must be received by the Promoter by no later than **5pm AEST on 17<sup>th</sup> July 2020**.

### **Qualifying Criteria**

4. The Competition is open to individuals and / or businesses in Australia that are either (a) Incorporated businesses (e.g. registered companies), or (b) registered sole traders (**Australian Business**).
5. Before you can enter an Australian Business in the Competition, you must meet the following criteria:
  - a) you must be a staff member or officer of the Australian Business and be aged 18 years or older as at the Competition start date of **18<sup>th</sup> June 2020**; and
  - b) you must have proper authorisation from the Australian Business to enter the Australian Business in the Competition and to accept the prizes from this Competition; and
  - c) You must not be a director, officer, or employee of the Promoter or an immediate family member of a director, officer, or employee of the Promoter.
6. Entry in the Competition is free and entries must be completed within the Competition Period.

### **Entering the Competition**

7. Entry into the Competition must be undertaken during the Competition Period as follows:

**For the Grand Prize:** Register and attend the live keynote session of the Client Online Event 2020, as well as watch live or on-demand the 4 breakout sessions of the event during the competition period. To enter attendees must also fill in an online feedback form.

To be eligible for one of the 4 **runner-up prizes** attendees must register, attend the keynote and one of the breakout sessions either live or on-demand during the competition period. To enter, attendees must also fill in a feedback form.

To be eligible for the **Keynote prize**, attendees must register and attend the online live keynote. To enter, attendees must also fill in a feedback form.

8. An Individual can only submit one Prize Entry in the Competition. If any additional Prize Entry is submitted after the first valid Entry, those additional entries will be deemed invalid.
9. The Promoter takes no responsibility for late or misdirected online registration forms or any delays or failures in any telecommunications services or equipment. Online registration forms will be deemed to be accepted at the time of receipt by the Promoter and not at the time of transmission. The Promoter accepts no responsibility for late, lost or misdirected online registration forms.

**Prizes**

10. There will be one major prize winner and 4 runner up winners and 1 keynote prize winner based on the criteria in point 7. The prize consists of:

<b>Grand Prize</b>	<b>RRP AUD</b>
Dell Latitude 9510 2-in1	3000
Dell PN579X - Premium Active Pen	185
Dell U3415W Curved monitor	1329
Dell RRPKM7120W Keyboard mouse kit	182
Dell RRPUC350 – Wired Headset	158
Dell WD19TB - Thunderbolt Dock	497
<b>Total RRP</b>	<b>5351</b>
<b>Runner-up Prize</b>	
Dell U3415W Curved monitor	1329
Dell RRPKM7120W Keyboard mouse kit	182
Dell RRPUC350 – Wired Headset	158
Dell WD19TB - Thunderbolt Dock	497
<b>Total RRP</b>	<b>2166</b>
<b>Keynote Prize</b>	
Dell Optiplex 7070 Ultra	2804
Dell P2419HC - Monitor	369

Dell RRPKM7120W Keyboard mouse kit	182
<b>Total RRP</b>	<b>3173</b>

11. The Promoter accepts no responsibility for any tax implications that may arise from any winning of the prize and individuals entering the Competition should seek independent financial advice before entering the Competition.
12. If for any reason any element of a prize becomes unavailable for any reason beyond the Promoter's reasonable control, then a similar prize of equal or greater value will be awarded to the winning Eligible Entrant in lieu, subject to any written directions made under State or Territory legislation.
13. The stated value of the prize is correct at the commencement date of the Competition. The Promoter accepts no responsibility for any variation in value of the prizes or the individual components of the prizes. The prizes (whether in whole or in part) are non-transferrable, non-refundable and non-redeemable for cash or other goods or services. The Promoter accepts no responsibility for any tax implications that may arise from winning any of the prizes and each person the Competition should seek independent financial advice before entering the Competition.
14. If for any reason any element of a prize becomes unavailable for any reason beyond the Promoter's reasonable control, then a similar prize element of equal or greater value will be awarded to the winner in lieu, subject to any written directions made under State or Territory legislation.

#### **Judging and prize draw**

15. Judging of the Competition and the draw will take place on **Tuesday 21<sup>st</sup> July 2020**. The Promoter's decisions are final and no correspondence will be entered into.
16. Prizes will be shipped to the winners by the Promoter.
17. Each entrant, if requested by the Promoter verify its compliance with these Competition terms and conditions prior to receiving a prize. The required verification shall be in a form determined by the Promoter in its absolute discretion. Any winner that does not comply with this clause will forfeit its prize(s).

#### **Promotional and other obligations**

18. By entering the Competition, you agree that in the event that you are selected as a winner of one of the prizes referred to in these Competition terms and conditions, you will make yourself available for reasonable publicity purposes related to the Competition and that (without limiting its

rights), the Promoter may conduct interviews and take photographs to be used for such publicity purposes and publication by the Promoter as it deems necessary.

### **Miscellaneous**

19. The Promoter will not be liable for any loss or damage whatsoever which is suffered by you (including, without limitation, indirect or consequential loss), or for personal injury suffered or sustained, as a result of you taking part in, winning or using any of the prizes, except for any liability which cannot be excluded by law.

20. All applications become the property of the Promoter. By taking part in the Competition, you, irrevocably assign all rights, title and interest in your entry to the Promoter and waive any moral rights in relation to the same. You must procure all individual assignments and moral rights waivers as necessary to ensure the assignment of all rights to the Promoter in accordance with this clause.

21. The Promoter will use the information contained in your application form in accordance with the Privacy Policy on the on the Promoter's website at [www.dell.com.au](http://www.dell.com.au).

22. If for any reason the contest is not capable of running as planned (including but not limited to) infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, prohibition by the relevant authorities or any other causes beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of the Competition, the Promoter reserves the right in its sole discretion to cancel, terminate, modify or suspend the Competition as it sees fit. Any entry which is made as a result of tampering with the entry process will be invalid and not eligible for judging and/or any prizes.

23. These Competition terms and conditions are to be construed in accordance with the law in New South Wales and the parties submit to the exclusive jurisdiction of the courts of **New South Wales LTPS/20/43525**.