

# COMPETITION TERMS AND CONDITIONS

LAST UPDATED: 27/3/2024

By entering any campaign held on the Campaignware or Benchvote websites, every recipient automatically agrees to these Terms and Conditions

<b>Competitions</b>	All campaigns on the Benchvote website found at <a href="http://www.benchvote.com">www.benchvote.com</a> or <a href="http://www.campaignware.com">www.campaignware.com</a>
<b>Promoter</b>	Business name: Campaignware Pty Ltd (Trading as Benchvote) Company number 68 622 126 603
<b>Who can enter</b>	<p>Subject to the clauses below, entry is open to residents of Australia eighteen (18) years of age or over.</p> <p>Employees, and their immediate families, of the Promoter, associated agencies and companies, are not eligible to enter this program. 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.</p> <p>The Promoter is Benchvote(Company Number 68 622 126 603 (the 'Promoter')). The Promoter's address is</p>
<b>Entry – residency restrictions</b>	Entrant must be a resident of Australia
<b>Competition Period</b>	Competitions will expire as stated on the campaign.
<b>How to Enter</b>	<p>Competition entrants will visit the campaign website, participate in the campaign mechanic, and fill out the form to enter the competition.</p> <p>Inaudible, incomprehensible, illegible, and incomplete entries may be deemed invalid.</p>
<b>Are multiple entries permitted?</b>	No, unless otherwise stated on the campaign

<b>Receipt of entries</b>	All times noted in these Terms and Conditions are based in Sydney Australia local time (AEST)
<b>Prize – description</b>	As stated on the campaign
<b>Total number of Prizes</b>	As stated on the campaign
<b>Total Prize Pool</b>	As stated on the campaign
<b>Judge(s)</b>	Benchvote Pty Ltd
<b>Determining the winner</b>	<p>Game of skill:</p> <p>A game of skill is any competition that does not use a random draw for the winner.</p> <p>A winning entry is chosen based on its merit, or having users vote publicly on entries then the one with the most votes wins.</p> <p>Examples of Games of Skill:</p> <ul style="list-style-type: none"> <li>● Photo Judging Contest</li> <li>● Predict the Correct Winner</li> <li>● Predict the Man of the Match</li> <li>● Precit the Score</li> <li>● Instagram Photo Contest</li> <li>● Explain in 25 words or less why you should win something</li> <li>● Any contest that has a voting mechanism (i.e. vote for the best entry)</li> <li>● User submitted contest contest</li> <li>● Any contest that is judged on merit</li> </ul>
<b>Notifying winners</b>	All winners will be notified within 5 business days of winning the prize and redemption of the prize will be organized by Benchvote.

### Further Terms and Conditions

1. Any entrant found to have used a third party (including online program entry site) to enter on their behalf will have all entries invalidated and any claim they have to any reward will be invalidated. If such an entrant is awarded a reward and then found to have breached this clause, the entrant must immediately return any prize awarded. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request. The Promoter reserves the right to disqualify any entrant who provides false information or who seeks to gain an unfair advantage or to manipulate this program.

2. Any entrant found to be entering incorrect contact details, including incorrect email contact details, will have all entries invalidated and any claim to any reward will be invalidated. If such an entrant is awarded a reward and then found to have breached this clause, the entrant must immediately return any reward(s) awarded. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.
3. If the reward is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State and Territory legislation. Cash will not necessarily be awarded as a substitute. It is a condition of accepting the reward that the winner must comply with all the conditions of use of the prize and prize supplier's requirements. Each reward must be taken as stated and no compensation will be payable if a winner is unable to use the reward as stated.
4. The Promoter makes all reasonable efforts to deliver rewards to the physical, or email addresses provided by program entrants when provided. The Promoter cannot guarantee that any rewards returned to the Promoter due to non-delivery at the provided address will be re-sent to the reward recipient.
5. The Promoter reserves the right to request recipients to sign a recipient's deed of release (and indemnification) or any other relevant forms or agreements that the Promoter deems necessary, to provide proof of identity, proof of age, proof of residency at the nominated prize delivery address and/or proof of entry validity (including phone bill) in order to claim a reward. Proof of identification, residency, age, and entry considered suitable for verification is at the discretion of the Promoter. In the event that a recipient cannot provide suitable proof, the recipient will forfeit the reward in whole and no substitute will be offered.
6. The Promoter reserves the right to conduct a review in the event that an entrant, claiming to be a recipient, is unable to satisfy these Terms and Conditions or has breached these Terms and Conditions.
7. The Promoter's decision in relation to any aspect of the program is subject to State and Territory legislation but also final and binding on each person who enters. No correspondence will be entered. No responsibility is accepted for late, lost, or misdirected entries. Rewards are subject to availability, not transferable or exchangeable and, cannot be taken as cash.
8. By entering a campaign, the entrant provides an exclusive and perpetual license use, replicate and reproduce the entrants user generated content, including text entries, quotes, answers, photos, videos and any other uploaded content or media.
9. By entering the competition, you also agree to the Campaignware Pty Ltd Terms and Conditions, available at: <https://www.campaignware.com/terms-of-service> and <https://www.campaignware.com/privacy>

### **Privacy Collection statement**

8. The Promoter and its related entities collect entrants' personal information for the purpose of conducting and promoting this program (including but not limited to determining and notifying recipients). The Promoter may disclose personal information collected to an agent who is engaged to conduct the program and for reward fulfilment. The Promoter may also disclose personal information collected to Australian regulatory authorities, such as the regulators of trade promotions. The Promoter will otherwise handle your personal information in accordance with its Privacy Policy available at [www.benchvote.com](http://www.benchvote.com). You may

request access or to update your personal information or lodge a complaint by writing to The Privacy Officer, insert business name LTD (ABN: 68 622 126 603)

## **Copyright, Statutory guarantees, Waiver, and liability**

9. All entries and any copyright subsisting in the entries become and remain the property of the Promoter who may publish or cause to be published any of the entries received.

10. In participating in a campaign, the recipients agree to participate and co-operate as required in all editorial activities relating to the Program, including but not limited to being interviewed and photographed. The recipients (and their companions) agree to granting the Promoter a perpetual and non-exclusive license to use such footage and photographs in all media worldwide, including online social networking sites, and the recipients (and their companions) will not be entitled to any fee for such use.

11. The Promoter (subject to State and Territory legislation) reserves the right to amend, cancel or suspend this program if an event beyond the control of the Promoter corrupts or affect the administration security, fairness, integrity or proper conduct of this program. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this program. Computer generated entries and the use "scripting" is not permitted and will not be accepted.

12. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.

13. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth), as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ('Non-Excludable Guarantees').

14. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Reward Supplier and the Promoter (including its respective officers, employees and agents) is not responsible for and 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: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorized access or third party interference; (c) any entry or reward 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 prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or Entrant; or (f) use of a reward. The Promoter (including its' officers, employees and agents) excludes all liability for any loss (including, without limitation, indirect, special or consequential loss or loss of profits or opportunity), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this program including taking or using a reward, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law), including the Non-Excludable guarantees. Any change in value of the reward occurring between the publishing date and date the reward is claimed is not the responsibility of the Promoter.