

1. Overview

- (a) This document governs a competition being conducted by Ematter Technologies Pty Ltd ACN 093 085 977 trading as Lüp and Lüp Tickets ABN 27 093 085 977 of Suite 1203, 200 Mary Street, Brisbane City, Queensland, Australia (**promoter**).

2. Entrants

2.1 Eligibility

- (a) Entry into the competition opens on Tuesday 9th February, 2021, and closes on 13th December 2021.
- (b) Entry is free and only open to persons who, at the time of entry:
- (i) are Australian or New Zealand residents;
 - (ii) are aged 18 years or more;
 - (iii) have completed, in full, the entry form provided by the promoter.
- (c) Promoter's employees (and immediate family members of promoter's employees) are not eligible to enter.
- (d) Promoter may, in its sole discretion (which will be final), withhold the prize until the winner provides to promoter proof of residency and identification to promoter's satisfaction (in its sole discretion).
- (e) By entering the competition, you warrant that you meet the entry requirements and accept the terms and conditions contained in this document.
- (f) A person may only enter the competition multiple times if, for each additional entry:
- (i) the person purchases an item or ticket to a different event from the promoter (or where the entry form allows free ticket holders to enter, the person must hold a free ticket to a different event); and
 - (ii) each additional entry complies with the requirements specified in clause 2.1(b)

2.2 Disqualification

- (a) Promoter may, in its sole discretion (which will be final), disqualify the following entries from the competition:
- (i) Entrants who do not comply with the eligibility requirements specified in clause 2.1(a).

- (ii) Entrants who do not produce proof of residency or identification to promoter's satisfaction (in its sole discretion).
- (iii) Incomplete or incomprehensible entries.
- (iv) Any entrant who promoter has reason to believe has breached this document, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the competition.

- (b) Promoter will not be responsible for lost, late or misdirected entries.

3. Prize

- (a) There will only be one prize for the competition.
- (b) The winner may choose one of the following prizes:
- (i) **Samsung 65" TU8000 Crystal UHD 4K Smart TV** (recommended retail price AUD\$1,499.00 / NZD\$1,699);
 - (ii) **Weber Genesis® II E-315 Gas Barbecue** (recommended retail price AUD\$1,499.00 / NZ\$1,799.00); or
 - (iii) **AU\$1,500 (for Australian residents) or NZ\$1,600 (for New Zealand Residents) Shopping Spree in the form of Gift Card** (recommended retail price AUD\$1,500.00 / NZ\$1,600.00).
- (c) Promoter will not be liable for any variation in the prize value.
- (d) The prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash.
- (e) If a prize is not readily available to promoter at the time of draw, then promoter will have the discretion to substitute that prize for a similar product of similar value.

4. Draw

- (a) Promoter will draw the winner at 11:00am on 14th December 2021 at promoter's offices at Suite 1203, 200 Mary Street, Brisbane City, Queensland via a random, computerised drawing system. The competition does not involve a round in which players are eliminated. Each entry will have a random and equal chance of being drawn.
- (b) Promoter will notify the winner by email within 24 hours of the draw (**prize notification email**).

- (c) Promoter may publish the winner's name on promoter's website and via promoter's social networks.
- (d) If the winner does not claim the prize within one month after the prize notification email is sent, promoter will redraw a new winner. Promoter will conduct the redraw and notify the winner in accordance with clauses 4(a), 4(b) and 4(c).

5. Privacy

- (a) In this clause 5, "**Personal Information**" means information or an opinion about an identified individual, or an individual who is reasonably identifiable:
 - (i) whether the information or opinion is true or not; and
 - (ii) whether the information or opinion is recorded in a material form or not.
- (b) By entering the competition, you agree that promoter may use or disclose any personal information you disclose to promoter for:
 - (i) the primary purpose of conducting the competition (**primary purpose**);
 - (ii) any purpose secondary to the primary purpose; and
 - (iii) direct marketing by promoter and
 - (iv) third parties.
- (c) Promoter will handle entrants' personal information in accordance with its [privacy policy](#).

6. Liability

To the fullest extent permissible at law:

- (a) promoter's liability for breach of any term implied into this document by any law is excluded; and
- (b) promoter is not liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the competition or prize, whether based on breach of contract, negligence, strict liability or otherwise, even if promoter has been advised of the possibility of damages.

7. Early cancellation of competition

- (a) If, for any reason (in promoter's opinion, which is final), promoter is unable to run the competition as planned, including, but not limited to, infection by a computer virus, bug, tampering, unauthorised intervention, technical failures, security breach or any other causes which corrupt or affect the

administration, security, fairness, integrity or proper conduct of the competition, promoter may, in its sole discretion, cancel, terminate, modify or suspend the competition subject to any applicable legislation.

- (b) In the event of war, terrorism, state of emergency, disaster or any other circumstance beyond the promoter's control, promoter may, subject to applicable legislation, cancel, terminate, modify or suspend the competition.

8. General

8.1 Amendments

Promoter may, in its sole discretion, vary this document from time to time.

8.2 Entire agreement

This document contains the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this document and has no further effect.

8.3 Jurisdiction

- (a) This document is governed by the law in force in Queensland, Australia (Jurisdiction).
- (b) Each party submits to the exclusive jurisdiction of the courts of the Jurisdiction and the courts competent to determine appeals from those courts, in relation to any proceedings that may be brought at any time relating to this document.
- (c) Each party irrevocably waives any objection it may have now or in the future to the venue of any proceedings where that venue falls within the Jurisdiction.

8.4 Severance

Any provision of this document that is illegal, void or unenforceable is to be severed without prejudice to the balance of the provisions of this document which will remain in force.

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