



<b>PROMOTIONAL TERMS AND CONDITIONS VIP CLUB - GIVEAWAY</b>		
<b>Item</b>	<b>Title</b>	<b>Term/Condition</b>
Item 1	<b>Promotion name</b>	VIP MEMBER CLUB Sign Up Promotion – HMB Barber Giveaway
Item 2	<b>Other terms and conditions relevant to this Promotion</b>	To be eligible to enter the Promotion, a person must: satisfy the entry requirements listed in item 8 of the Schedule.
Item 3	<b>Type of promotion</b>	Random Selection of Winner
Item 4	<b>State</b>	QLD
Item 5	<b>Promoter</b>	Burpengary East News & Gifts
Item 6	<b>Participating Store</b>	Burpengary East News & Gifts
Item 7	<b>Promotion Period</b>	Promotion Commencement: 9:00 AM Thursday, May 1, 2025 Promotion End: 5:00 PM Saturday, May 31, 2025
Item 8	<b>Eligibility criteria</b>	To be eligible to enter this promotion a person must be: <ul style="list-style-type: none"> <li>a. Active VIP Member</li> <li>b. Not an employee of promoter store and</li> <li>c. To be eligible to enter the Promotion, a person must: satisfy the entry requirements listed in item 8 of the Schedule.</li> </ul> The Promoter reserves the right to request proof of eligibility, including photograph identification
Item 9	<b>How to enter</b>	To enter the Promotion, an Eligible Participant must during the Promotion Period: <ul style="list-style-type: none"> <li>a. Have supplied their name and email address as part of signing up for the VIP membership program;</li> </ul> For the avoidance of doubt: <ul style="list-style-type: none"> <li>b. a person who has cancelled their subscription or unsubscribed from the VIP program since originally joining, is not an Eligible Entrant and is not entitled to win a Prize.</li> </ul>
Item 10	<b>Maximum Number of Entries</b>	Each registered VIP Member is allocated one entry.
Item 11	<b>How to win</b>	<ul style="list-style-type: none"> <li>a. A Winner will be selected by: use of a random number selector. A report of all eligible VIP members will be exported and a number assigned to each member. The random number selector will be set to the range of 0 to the highest number of members registered. The number selected will be cross-referenced to the membership report and the number aligned to a member will be deemed the winner.</li> <li>b. Location of Prize Draw: Bond &amp; Botfield Pty Ltd offices</li> <li>c. Location of Unclaimed Prize Draw: Bond &amp; Botfield Pty Ltd offices</li> </ul>
Item 12	<b>Draw details</b>	(a) Prize 1 Draw 05:00pm, Monday, June 02, 2025

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<b>Item</b>	<b>Title</b>	<b>Term/Condition</b>
Item 13	<b>Prize/s</b>	<p>The prize is promoted as “One Year’s Worth of Haircuts” which has been determined as one standard men’s haircut per month for twelve months.</p> <p>One (1) X Gift Voucher for HMB Barber to the value of twelve standard men’s haircuts. The voucher is only available at HMB Barber Burpengary East and cannot be redeemed or exchanged for cash or any other prize.</p>
Item 14	<b>Total number and value of prizes</b>	There is a total of one (1) Prize to be won
Item 15	<b>Notification of Winners</b>	<p>The Winner will be notified by or on behalf of the Promoter that they have won a Prize within 3 days of the Prize Draw.</p> <p>Notification of the draw results will be displayed on the Burpengary East News &amp; Gifts website once the draw has been completed, and the winner has been notified.</p>
Item 16	<b>How to claim a prize</b>	The Winner must claim the Prize within 1 month of the relevant Prize Draw. If, after making reasonable efforts, the Promoter cannot contact the Winner or the Winner has not claimed the Prize within 1 month, the Winner will be deemed to have forfeited any entitlement to the Prize.
Item 17	<b>Prize delivery</b>	The Winner is required to collect the Prize from Burpengary East News & Gifts within 28 days of the Prize Draw.
Item 18	<b>Prize specific conditions</b>	<p>a. All costs associated with the Prize (not mentioned in the Prize inclusions), including but not limited to any taxes, insurance and any other ancillary costs are the responsibility of the Winner.</p> <p>b. The Prize must be used in accordance with these Terms and Conditions and with the terms of conditions of the third-party supplier.</p>
Item 19	<b>Unclaimed prize draw details</b>	<p>a. (a) Time and date of Unclaimed Prize Draw 1: 05:00pm, Friday, August 1, 2025 (b) Time and date of Unclaimed Prize Draw 2: 05:00pm, Friday, August 8, 2025 (c) Time and date of Unclaimed Prize Draw 3: 05:00pm, Friday, August 15, 2025</p> <p>b. The Supplementary Winner will be notified by or on behalf of the Promoter that they have won a Prize within 3 days of the Unclaimed Prize Draw.</p> <p>c. Notification of the draw results may be displayed on the website once the draw has been completed, and the winner has been notified.</p> <p>d. If, after making reasonable efforts, the Promoter cannot contact the Supplementary Winner within 3 months after the Unclaimed Prize Draw, the Supplementary Winner will be deemed to have forfeited any entitlement to the Prize.</p>
Item 20	<b>Promoter’s Website and contact phone number</b>	www.burpengaryeastnews.com.au
Item 20	<b>Authorised under</b>	Permit Number: Not applicable

## 1. General

- 1.1. These Terms and Conditions govern your participation in the Promotion and must be read together with:
  - a. the Promotional Terms and Conditions in the table above (**Schedule**); and
  - b. instructions and information on how to enter the Promotion.
- 1.2. Any capitalised term used in these Terms and Conditions have the same meaning given to it in the Schedule, unless otherwise defined. A reference to a numbered *Item* in these Terms and Conditions is a reference to the corresponding Item in the Schedule.
- 1.3. By entering, entrants accept the Terms and Conditions, including those incorporated by reference in Item 2. To the extent of any inconsistency between the Schedule and the terms contained in paragraphs 1 to 11, the Schedule prevails.
- 1.4. The Promoter may change these terms to reflect changes to the mechanics by which the Promotion will be run, for example changes to the methods of entry, or the Promotional Period. If the Promoter reasonably considers that such a change to these terms is likely to:
  - a. benefit Eligible Entrants, or be of no material detriment to Eligible Entrants, then subject to obtaining approval from the regulator (if applicable), the Promoter may make the change without notice; or
  - b. be considered materially detrimental to Eligible Entrants, it will make the change and place a notification on the Promoter's Website. For Eligible Entrants who have entered the Promotion prior to the date of the change, and provided their email address to the Promoter on entry, those Eligible Entrants will be notified of the change at those contact details.

## 2. Eligibility restrictions

- 2.1. Entry to the Promotion is free.
- 2.2. Entry to the Promotion is open to participants who meet the Eligibility Criteria set out in Item 8 (**Eligible Entrant**).
- 2.3. The following persons are not eligible to enter the Promotion:
  - a. Employees or directors of the Promoter Group (or any other persons) who are directly involved with the Promotion or with determining the outcome of the Promotion; and
  - b. agents of the Promoter and employees or directors of those agents.
- 2.4. The Promoter may:
  - a. disqualify any Eligible Entrant who engages in offensive, illegal or objectionable conduct in respect of this Promotion;
  - b. disqualify any Eligible Entrant who tampers with the entry process, or who submits an entry that is not in accordance with these Terms and Conditions; or
  - c. request a winner to provide proof of age, identity or proof of residency, or any other proof of eligibility.

## 3. Entries

- 3.1. To enter, Eligible Entrants should follow the steps outlined in Item 9. Entries must be received by the Promoter during the Promotion Period. Eligible Entrants may submit up to the Maximum Number of Entries. Multiple entries (where permitted) must be submitted separately.
- 3.2. All entries and any copyright subsisting in the entries become and remain the property of the Promoter, who may publish any entry of a Winner as contemplated by clause 10.2(c) below.
- 3.3. Unless due to any negligence or other default by the Promoter, the Promoter accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. The Promoter has no control over communications networks or services, the Internet, or computer or telephone networks or lines and accepts no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred. Any form of automated entry using any device or software is invalid.
- 3.4. Any cost associated with accessing or submitting an entry is that entrant's responsibility.
- 3.5. The Promoter may prohibit an entrant's participation in this Promotion, cancel the Prize or otherwise cease to provide any benefit of the Prize to a winner if the entrant or winner, in the reasonable opinion of the Promoter, behaves in a manner which may diminish the good name or reputation of the Promoter or the Promoter Group, or the entry is contrary to law.

## 4. How to win

- 4.1. The Promoter will select one (1) or more Eligible Entrants as the winner or winners of the Promotion, depending on the number of prizes available to be won, using the process described in Item 11 at the time, date and place outlined in Item 12 (**Winner/s**).

## 5. Conduct of the Draw

- 5.1. The Draw will be conducted in accordance with the process and specifications set out in Item 12. If the date/s set out in Item 12 falls on a public holiday, the draw will take place on the next business day at the same time.

## 6. Prizes

- 6.1. Item 18 contains details of conditions specific to the prize. The prize must be taken as offered, cannot be transferred, or, in the case of a non-cash prize, cannot be exchanged for cash unless stipulated in Item 13.
- 6.2. If the Prize/s is unavailable, the Promoter reserves the right to substitute the Prize/s with another of the equal or greater value and specification of the original Prize (subject to relevant state regulations).

- 6.3. The Winner must claim the Prize in accordance with Item 16. Failure to do so will result in forfeiture of any right or entitlement of that winner to the relevant Prize.
- 6.4. If the Winner complies with paragraph 6.3 and is not disqualified under paragraph 2.4, the prize will be delivered to the Winner in accordance with Item 17.
- 6.5. The right to a prize is not transferable or assignable to another person.
- 6.6. Subject to the consumer guarantees set out in Division 1 of Part 3-2 of the Australian Consumer Law (as defined in the *Competition and Consumer Act 2010* (Cth) (**Consumer Guarantees**), the Promoter does not warrant the merchantability, suitability and/or fitness for purpose of any goods and/or services awarded as a Prize (if any).
- 6.7. All Prize values are GST inclusive, in Australian dollars and are the recommended retail value as provided by the supplier and are correct at the time of publication. Promotional pictures may not represent the actual Prizes.
- 6.8. Where Prizes are supplied by third parties (for example, a holiday), to the maximum extent permitted by law the Promoter is only responsible for procuring the provision of the Prize, but is not responsible for the conduct of the supplier in fulfilling that Prize. The Winner of such a Prize may be required to sign legal documentation giving effect to this clause 6.8 in greater detail, before being entitled to receive the Prize. .

## 7. Notification to Winner/s

- 7.1. The Winner/s will be notified as stated in Item 15 using the contact details provided to the Promoter on entry. The Promoter may also announce or publish the initials and suburb of the Winner/s in any media, including the Promoter's Website or in outlet(s).
- 7.2. If, for any reason whatsoever, the Winner does not claim the prize (including if the Promoter is not able to successfully contact the winner after making all reasonable attempts to do so) by the date specified in Item 16, then:
- a. if Item 19 specifies that the prize will be treated as unclaimed prize money pursuant to relevant lottery regulation, the relevant law applies; or
  - b. if Item 19 specifies that an Unclaimed Prize Draw may be conducted, the prize will be deemed to have been forfeited by that winner.

## 8. Force Majeure

- 8.1. In the event of war, terrorism, state of emergency, disaster or for any reason whatsoever beyond the reasonable control of the Promoter (including without limitation, by reason of infection by computer virus, bugs, tampering, fraud, technical failures and power failures (each a **Force Majeure**), the Promotion is not capable of being conducted as reasonably anticipated, the Promoter may (unless doing so would be prohibited by any law including the Consumer Guarantees) cancel, terminate, modify/delay any aspect of or suspend the Promotion subject to any written direction from any relevant regulatory authority.

- 8.2. If the Promoter is prevented from or delayed in performing an obligation by Force Majeure then the obligation is suspended during the period the Force Majeure continues and any further period that is reasonable in the circumstances.

## 9. Liability

- 9.1. While the Promoter will use all reasonable endeavours to arrange the delivery of the Prize in accordance with Item 17, by entering into this Promotion, each Winner acknowledges that circumstances beyond the reasonable control of the Promoter may prevent the delivery of the Prize by that date, or at all, which include the failure by the Winner to notify the Promoter of any change of delivery address of the Prize (if applicable). In such circumstances, and where the Promoter forms a reasonable belief that any delay or loss of the Prize has not been caused or contributed to by that Winner's negligence, fraud or misconduct, the Promoter may re-deliver the Prize to that Winner.
- 9.2. The Promoter's commitments to you in relation to the Promotion, are as set out in these Terms and Conditions. The Promoter only accepts liability in relation to such matters for breach of the commitments it makes in these Terms and Conditions, or where such liability arises due to the Promoter's negligence, wilful misconduct, or for liability that cannot be excluded under the Australian Consumer Law (including the Consumer Guarantees, and liability the Promoter may have in connection with representations or other communications made prior to or during the Promotion Period where such liability cannot be limited or excluded).
- 9.3. Nothing in these Terms and Conditions affect, nor is intended to affect, any rights that an Eligible Entrant or Winner might have that are not able to be excluded under applicable Australian consumer protection laws.

## 10. Privacy

- 10.1. The Promoter will collect, use and disclose an Eligible Entrant's personal information (as defined under the *Privacy Act 1988* (Cth)) (**Personal Information**) in accordance with its Privacy Policy available at the following website <https://www.thelotterycorporation.com/privacy> and the Australian Privacy Principles in order to administer and conduct the Promotion, carry out any activities connected with or related to the Promotion and provide any related or ancillary goods/services.
- 10.2. By entering the Promotion, the Eligible Entrant consents to:
- a. the Promoter collecting and using the Eligible Entrant's Personal Information in relation to the purposes referred to above;
  - b. where considered necessary by the Promoter, the Promoter disclosing the Eligible Entrant's Personal Information to third parties including, but not limited to, the Promoter's agents, affiliates and related bodies corporate, Prize suppliers or regulatory authorities; and
  - c. the Promoter using (or permitting authorised third parties to use) each Winner's entry, name, likeness, image and/or voice (including photograph, film and/or recording of the same) and/or the Prize won by the Winner in the Promotion in any media, including but not limited to social media, for an unlimited period

of time without remuneration for the purpose of promoting this Promotion (including any outcome), the Promoter and or products/services supplied by the Promoter or for any of the Participating store's future promotional, marketing and publicity activities. Eligible Entrants may opt out of receiving any future promotional, marketing and publicity activities at any time by contacting the Promoter.

- 10.3. Eligible Entrants should direct any request to access, update or correct their Personal Information to the Promoter.

#### **11. Other**

- 11.1. The Terms and Conditions are governed by and must be construed in accordance with the laws in force in the jurisdiction specified in Item 4. If more than one state or territory is listed at Item 4, the relevant law is that of the state or territory the Eligible Entrant entered the Promotion in. The Promoter and each Eligible Entrant submits to the exclusive jurisdiction of the courts of that jurisdiction and the Commonwealth of Australia in respect of all matters arising out of or relating to these Terms and Conditions.
- 11.2. Unless otherwise specified, all references to time in these terms are a reference to the local time zone of the participating store at the time of the promotion or draw.

- 11.3. Unless the contrary intention appears, a reference in these terms, the Schedule or in any advertisement relating to the Promotion, to Australian dollars, dollars, AUD\$, or \$ is a reference to the lawful currency of Australia.

- 11.4. To the extent that a situation or issue arises for which these Terms and Conditions make no provision or in relation to which the Terms and Conditions or their application are unclear, the Promoter reserves the right to make a decision regarding such situation or issue acting in good faith and, subject to any regulator direction to the contrary, such decision will be final and binding.

- 11.5. Any taxes which may be payable as a consequence of the Winner receiving a Prize are the sole responsibility of that winner. The Promoter accepts no responsibility for any tax implications that may arise from the Promotion or Prize and encourages the Winner to seek independent financial and tax advice.

- 11.6. Where the Promotion is communicated on Facebook or Instagram, entrants in the Promotion acknowledge it is in no way sponsored, endorsed or administered by or associated with Facebook or Instagram and entrants release Facebook and/or Instagram and associated companies from all liability arising from the Promotion.