

## ZUU ATHLETICS GIVEAWAY TERMS AND CONDITIONS

The Promoter is Marillion Consulting Trust. ABN is 25 302 437 898 of Suite 4, 20 Clifford St, Mosman, NSW, 2088 (Promoter).

Zuu.com.au.

By entering this promotion you agree to be bound by these Terms and Conditions (Terms) and the Promoter in its sole and absolute discretion may refuse to award any prize to any entrant who fails to comply with these Terms and Conditions.

1. Eligibility

- 1 Entry is open to all permanent residents of Australia (Eligible Entrant) aged 18 years or over.

1.2 Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter. 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

1.3 The Promoter is responsible for determining whether a person is an Eligible Entrant in its sole and absolute discretion.

1.4 Entrants must be individuals only and cannot be acting on behalf of an organisation or group.

1.5 Eligible Entrants on notification of winning must provide their own legal name and confirmation of age to verify their entry in the Promotion.

2. Promotion Period

- 1 The promotion period commences Thursday 15th April 2021 and ends 11:59 Friday, 30th April 2021, AEST ("Promotional Period").

4. How to enter

- 1 Visit <https://zuu.com.au/giveaway/> and register your details.

3.1.1 Read and consent to the Terms and Conditions of the promotion.

3.1.2 Entrants will be able to submit their entry until the end of the Promotional Period.

3.1.3 Any cost associated with accessing the promotion page is the entrant's responsibility and is dependent on the Internet service provider used.

4. Monitoring and Moderation

- 1 The Promoter reserves the right to monitor and moderate all entries.

4.2 The Promoter reserves the right, at any time, to verify the validity of entries and entrants and to disqualify any entrant who submits an: entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

4.3 The Promoter reserves the right to remove any entries considered to be of an offensive or defamatory nature.

4.4 The Promoter reserves the right, in its sole and absolute discretion, to remove any entries that it considers to go against the spirit of the competition.

4.5 Incomplete or indecipherable entries will be deemed invalid.

5. Determining the winner

- 1 The prize winner will be determined by random, using a random name generator.

5.2 All of the Promoter's decisions are final and binding on each person who enters the competition and no correspondence will be entered into.

5.3 Unless advertised differently, the prize winners will be notified by email or phone at the end of the Promotion.

5.4 If for any reason the Promoter believes the Eligible Entrant has not complied with these Terms and Conditions of the Promotion requirements, the Promoter may, in its sole and absolute discretion, refuse to award a Prize.

5.5 The judges may select additional reserve entries which are chosen at random, in case of an invalid entry or ineligible entrant.

5.6 The prize winners must respond to the request for contact details from the Promoter within 1 business days of being contacted in order to claim their prize. Should the prize winner not respond within the time limit, the Promoter is within rights to contact the next eligible winner.

6. Prize - 1 There will be 1 Air Mat – 3m x 1m x 20cm  
valued at AUD 379.

6.1 Dollar values are in Australian Dollars and inclusive of GST.

6.2 The Prize cannot be exchanged, transferred, redeemed for cash or sold.

6.3 The Prize must be taken as offered and cannot and will not be varied.

6.4 The Promoter is not responsible or liable for any damage in the redemption of their prize.

6.5 If for any reason the prize winner does not redeem the prize by the time stipulated by the Promoter, then the prize will be forfeited.

6.7 If the prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to equal value.

7. General Conditions

8. 1 As a condition of entering this promotion, each entrant licences the Promoter to use their entry in any media for an unlimited period for any reason including but not limited to future promotional, marketing or publicity purposes. Entrants consent to any use of their entry which may otherwise infringe their moral rights pursuant to the Copyright Act 1968 (Cth).

7.2 Entrants consent to the Promoter using their name, likeness and image in the event that they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.

7.3 If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.

7.4 Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, 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"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) 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 the promotion.

7.5 Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, 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, unauthorised access or third party interference; (c) any entry or prize 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 (g) taking of or participation in the prize.

7.6 The Promoter collects personal information in order to conduct the promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers and prize suppliers. Entry is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to opt-out, access, update or correct information to the Promoter. All entries become the property of the Promoter.

7.6.1 On submission of their entry, Entrants have the option to opt-in to receive electronic marketing communications from Zuu Athletics.

7.7 This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram. Entrants understand that they are providing their information to the Promoter and not to Facebook or Instagram. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Facebook or Instagram. Facebook and Instagram will not be liable for any loss or damage or personal injury which is suffered or sustained by an entrant, as a result of participating in the promotion (including taking/use of a prize), except for any liability which cannot be excluded by law.