

TERMS AND CONDITIONS OF ENTRY FOR 'BUSY's Brisbane Career Expo 'Tools of the Trade' Prize

By entering the BUSY's Brisbane Career Expo Tools of the Trade Prize, you are agreeing to the following terms and conditions ("**Terms and Conditions**"):-

1. Eligible Entrants

1.1 Entry is open to Queensland residents only.

1.2 Employees of the Promoter, and their immediate families (including 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, bother, sister, step-brother, step-sister or cousin) and associated agencies, providers and companies of the Promoter associated with this Promotion are not eligible to enter.

1.3 The Promoter reserves the right to verify the validity of entries and Entrants (including age and place of residence) and to disqualify any Entrant who submits an entry that is not in accordance with these Terms and Conditions or if the Entrant is engaged in any unlawful or other improper conduct which jeopardises the proper conduct of the Promotion. The Promoter's legal right to recover damages or other compensation in such instances is reserved. If the Promoter suffers loss or incurs any costs in connection with any breach of the Terms and Conditions or any other legal obligation of the Entrant, the Entrant agrees to indemnify the Promoter for those losses, damages and costs.

2. Promotion Period

2.1 The Promotion will commence on Friday 26th May at 9am and close at 4pm Saturday 27th May 2023, with the winner chosen at or about 10am AEST Thursday 1 June, 2023.

2.2 The winning entry is that that meets the chosen criteria as deemed by The BUSY Group management team and their decision is final.

2.3 The Promoter accepts no responsibility for any entries not received for any reason during the Promotion Period.

3. How to Enter

4.1 Entry is via the completion of the form.

4. Prize Announcement and Notification of Winners

4.1 At or about 10am AEST Thursday 1 June, 2023 after the promotion period ("**Prize Day**"), the Promoter will select the one (1) most creative Entry, as determined by the Promoter (in its absolute discretion and based on these Terms and Conditions) (the "**Winner**") who will win the prize. Judging will take place at 63 Davenport Street, Southport QLD 4215.

4.2 This Promotion is a game of creative talent, and chance or luck plays no part in determining the Winners. Each Entry will be individually judged based on creative merit of the 25 words or less provided requested in the entry.

4.3 The Winner will be contacted by phone and email, and will also be announced on the Promoter's Facebook Page at www.facebook.com/busyatwork by 1pm AEST Thursday 1 June, 2023 during the promotion period and remain published for a period of time determined by the Promoter in its absolute discretion.

5. Prize

5.1 The Winner will receive a prize consisting of:

5.2 A gift voucher for \$500

5.3 The Prizes or any unused portion of the Prizes are not transferable or exchangeable and cannot be taken for cash. Any ancillary costs associated with redeeming the Prize is not included and must be borne by each Winner. If for any reason a Winner does not take a Prize (or any portion of that Prize) by the time stipulated by the Promoter, the Prize (or any unused portion of that Prize) will be forfeited.

6. General

6.1 The Promoter's decision in relation to any aspect of these Terms and Conditions and the Promotion is final and binding on every person who enters. No correspondence will be entered into. Prizes will only be awarded following any winner validation and verification that the Promoter requires.

6.2 Entries are deemed to be received at the time of receipt into the Promoter's database, not time of transmission by the Eligible Entrant.

6.3 Any costs associated or arising in connection with winning a prize or, with accessing the promotional website or Page is the entrant's responsibility and is dependent on the internet service provider used. Eligible Entrants must submit their entries manually using an internet browser.

6.4 The Promoter reserves the right, at any time, to verify the validity of prize claims/entries and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits a prize claim that is not in accordance with these Terms and Conditions or who tampers with the entry process. Errors and omissions may be accepted at the Promoters discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

6.5 If there is a dispute as to the identity of an Entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the Entrant. If the Winner cannot be identified or otherwise contacted by the Promoter, the Promoter reserves the right to select another Entrant as the Winner.

6.6 Entrants consent to the Promoter using their Creative Responses and agree to transfer all intellectual property in their Creative Responses to the Promoter once an entry is made.

6.7 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 control of the Promoter, the Promoter reserves the right, to the fullest extent permitted by law to (a) disqualify any Entrant; or (b) to modify, suspend, extend, terminate or cancel the Promotion.

6.8 Nothing in the 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*, as well as any other implied warranties under similar consumer protection laws.

6.9 A request by an Entrant to change or modify any information provided should be directed to the Promoter in writing.

6.10 Entrants consent to the Promoter using the Entrants name, likeness, image and/or voice in the event they are a Winner in any media for an unlimited period without remuneration for the purpose of promoting this Promotion (including any outcome), and promoting products manufactured, distributed and/or supplied by the Promoter.

6.11. By entering this Promotion, each entrant is taken to consent to the Promoter and BUSY At Work using the Entrant's personal information to administer the Promotion, announce the Winners and disclose the Entrant's personal information to organisations that assist the Promoter and BUSY At Work with administering the Promotion and announcing the Winner, and to third parties as required by law (including authorities that regulate this Promotion, as the case may be). The Promoter is bound by the Australian Privacy Principles set out in the Privacy Amendment (Enhancing Privacy Protection) Act 2012 and by entering the Promotion, the entrant is taken to consent to the Promoter's privacy policy. Entrants can view the privacy policy at <https://www.busyatwork.com.au/policies/> This can also be provided on request.

6.12 Any tax liability arising as a result of accepting any prize is the responsibility of each Winner.

6.13 The use of any automatic entry software or any other mechanical or electronic means that allows an entrant to automatically enter the Promotion repeatedly is prohibited and will render all entries submitted by that entrant invalid.

6.14 Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees, agents and related bodies corporate) shall not be 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 the following: (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 control of the Promoter; (d) any tax liability incurred by the Winners or any Entrant; or (e) taking of and redemption of the Prize.

6.15 If for any reason, the Promotion is not capable of being run as planned, including due to infection by computer virus, bugs, network failure, tampering, unauthorised intervention, fraud or any other causes outside the Promoters control including but not limited to war, terrorism, state of emergency, disaster or which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion, the Promoter reserves its right, in its absolute discretion, to take any action that may be available to it, including cancelling, terminating, modifying or suspending this Promotion.

6.16 The laws of Queensland apply to this Promotion. Entrants submit to the exclusive jurisdiction of the courts of Queensland.

6.17 The Promoter is The BUSY Group CAN 1688703269 of 45 Nind Street, Southport in the state of Queensland and its substitutes, successors and permitted assigns ("the Promoter").

For more information email marketing@thebusygroup.com.au