

## BINGO Industries: 2024 Block Competition – Week 5

### Promotion Terms & Conditions

|                                |  |
|--------------------------------|--|
| <b>Schedule</b>                |  |
| Promoter                       | BINGO Industries Limited, 305 Parramatta Road, Auburn NSW 2144   |
| Who can enter?                 | The Promotion is open to residents of Australia aged 18 years or over, subject to the Entry Restrictions below (Entrants).   |
| Entry Restrictions             | <p>Entry is open to employees and contractors, as well as their families, of the Promoter and its related bodies, with the following exception:</p> <p>Those employees or contractors, and their families, who are part of the competition organising committee or involved in the prize draw are not eligible to enter the competition.</p>   |
| Promotion Period               | Promotion commences on 12 <sup>th</sup> September, 9:00am AEST and closes at 8:59am AEST on 19 <sup>th</sup> September.  |
| Entry Method                   | <p>This is a game of chance promotion. To submit an entry into this Promotion Entrants must:</p> <ol style="list-style-type: none"><li>1. Tag a friend in the comments of the competition post published on Thursday 12<sup>th</sup> September, on the BINGO Industries Instagram account.</li><li>2. Both you and the friend must be following the BINGO Industries Instagram account (@bingoindustries)</li></ol>  |
| Prize Pool                     | <p>The total prize pool is valued at \$1,500, consisting of:</p> <ul style="list-style-type: none"><li>- 3 x \$500 BlockShop vouchers for redemption at <a href="https://www.theblockshop.com.au/">https://www.theblockshop.com.au/</a></li></ul>  |
| The Prize Terms and Conditions | <p>The Prize is subject to the terms and conditions of the third-party Prize supplier (The Block Shop [theblockshop.com.au]) and those terms and conditions will prevail to the extent there is any inconsistency between those terms and conditions and this Agreement in relation to the use or redemption of the Prize. Bingo accepts no responsibility or liability for any delay or failure by the third party to deliver the Prize, any delay or failure relating to the Prize itself or failure by the third party to meet any of its obligations in these terms and conditions or otherwise.</p> |
| Winner determination           | Winners will be randomly drawn from all eligible entries by the Promoter according to the schedule listed below at the Promoter's agency Tag WW, Level 1 20 Windmill St, Millers Point   |

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|                      | NSW 2000. The Promoter's decision is final, and no correspondence will be entered into.   |
| Judging Schedule     | <ul style="list-style-type: none"> <li>- Promotion closes: 8:59am, Thursday 19<sup>th</sup> September</li> <li>- Winners drawn: 9:00am, Thursday 19<sup>th</sup> September</li> <li>- Winners Published: 10am, Thursday 19<sup>th</sup> September</li> </ul> <p>If needed:</p> <ul style="list-style-type: none"> <li>- Unclaimed Prize Draw: 9:00am, Thursday 26<sup>th</sup> September</li> </ul>   |
| Notification Details | Each prize winner will be contacted and notified in writing via a DM from the Promoter's social media account to the account provided as part of their entry in the Promotion. This notification will take place as noted in the " Judging Schedule".   |
| Prize Claim Period   | <p>All prize winners will have 7 days to claim their prize from the promoter, and supply a valid email address and name for the prize delivery.</p> <p>The 7-day period means that the 'Prize Claim Date' is 8:59am on 26<sup>th</sup> September.</p>   |
| Unclaimed Prizes     | <p>In the event that any winner does not claim their prize by the Prize Claim Date, the Promoter will select another winner by the same means. The unclaimed prize selection will take place at 9am (AEST) on 26<sup>th</sup> September at Tag WW, Level 1 20 Windmill St, Millers Point NSW 2000.</p> <p>The winners of any unclaimed prize selection will be contacted and notified via DM from the Promoter's Instagram account by/within 24 hours after the secondary prize selection and must claim their prize by confirming their acceptance of the prize within 72 hours of being notified.</p> |

## GENERAL

1. All information set out in the Schedule forms part of these Terms and Conditions. By participating in this Promotion, all entrants accept these Terms and Conditions and are deemed to:

- a. understand and agree that their personal information will be collected by Facebook Inc, as well as the Promoter;
- b. understand and agree that Facebook Inc will handle their personal information in accordance with its Data Policy
- c. Entrant understands and agrees:
  - i. to comply with (where applicable) Facebook's, X's, YouTube's, Instagram's and any other social media website's terms and conditions in relation to promotions, including

(as applicable) Facebook's Statement of Rights and Responsibilities, X's terms of service, YouTube's terms of service and Instagram's terms of use;

ii. that this promotion is in no way sponsored, endorsed or administered by, or associated with (where applicable) Facebook, X, YouTube, Instagram or any other social media website (unless otherwise specified); and

iii. that any questions, comments or complaints about this promotion must be directed to the Promoter and not to (as applicable) Facebook, X, YouTube, Instagram or other social media website.

2. The Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook nor Instagram and Facebook, Inc. will not enter into any correspondence with entrants regarding this Promotion.

3. The Promoter does not take any responsibility for any costs related to the entrants' participation in the Promotion or use of the prize. Winners should seek independent financial advice in relation to any tax payable in relation to the prize.

4. The Promoter will not consider entries not made in accordance with these Terms and Conditions or received after the Promotion Period has ended. Incomplete or incomprehensible entries will be discarded.

5. Prizes, or any unused portion of any prize, are not transferable or exchangeable and cannot be redeemed for cash or any other form of compensation unless stated otherwise in the 'Prize Pool' Section of each Prize.

6. If a prize(s) is unavailable for any reason, the Promoter may substitute the prize(s), at its discretion, for another item of equal or higher value.

7. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions or engaged in any unlawful or other improper conduct in connection with the Promotion or have won a prize through fraudulent means (for example by deliberately modifying or decoding the application to reveal information which may artificially increase the ability to win). The prizes that are considered by the Promoter to have been won by fraudulent means will go back into the draw for other entrants' access.

8. The Promoter reserves the right to amend, terminate or temporarily suspend this Promotion if, in its sole discretion, it considers it necessary to do so, subject to any written approval from a relevant regulatory authority that may be required, and save that the Promoter shall not exercise this right unreasonably.

9. 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 2010 (Cth), as well as any other implied warranties under the Australian Securities and Investments Commission Act 2001 (Cth) or similar consumer protection laws in the State and Territories of Australia (Non-Excludable Guarantees).

10. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter, its related bodies corporate and their respective officers, employees and agents are not responsible, and exclude all liability (including in negligence) for:

(a) any direct, indirect, special or consequential loss; or

(b) any loss or injury suffered or sustained, to person or property arising in any way out of or in relation to (i) any technical difficulties or equipment malfunction (whether or not under the Promoter's control) (ii) any theft, unauthorised access or third party interference; (iii) any entry or prize claim that is lost, late, altered, damaged or misdirected at any time, (iv) any variation to the prize value from what is stated in these Terms and Conditions (v) any tax liability incurred by the entrant or a winner, (vi) any use of the prizes, (vii) any damage, loss or injury incurred by the Entrant or any person in the act or process of submitting the entry, or (viii) any act or omission, deliberate or negligent, by the Promoter, or its agents, in connection with the arrangement for supply, or the supply, of the prize.

11. In the event that prizes are required to be posted or couriered to winners, the Promoter, its related bodies corporate, agencies and prize suppliers do not accept responsibility for: (a) loss, stolen or damage to prizes in transit; (b) delays in deliver due to COVID restrictions in certain States and Territories.

12. Each Entrant agrees that he/she is fully responsible for his/her entry. To the full extent permitted by law, the Promoter excludes any liability in relation to entries submitted under this Promotion. The Promoter may remove any entry if entrants do not follow T&C's guidelines. Entrants warrant and agree that: (a) they will not submit any entry that is unlawful or fraudulent, or that may breach any intellectual property, privacy, confidentiality or other rights, or that may be defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication; (b) their entry does not contain viruses or cause injury or harm to any person or entity; (c) any person whose personal information is provided by the entrant to the Promoter has consented to the use of such personal information (including their image or video) for and in connection with this Promotion; and (d) they consent to any use of the Content which may otherwise infringe the Content creator's/creators' moral rights pursuant to the Copyright Act 1968 (Cth) and warrant that they have the full authority to grant these rights. Each entrant agrees to indemnify the Promoter, its related bodies corporate and their respective officers, employees and agents (Indemnified Parties) against any loss suffered by any of the Indemnified Parties arising out of or in connection with any breach of this Terms and Conditions by the entrant or a person or entity acting on behalf of the entrant.

13. The Promotion and these Terms and Conditions are subject to the jurisdiction of the courts of New South Wales.

14. The Promoter reserves the right to request winners to provide proof of age, identity and residency at the nominated prize delivery address.

15. All entries become the property of the Promoter. As a condition of entering this promotion, each Entrant licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (which shall include Content) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability. The winner may be required to take part in reasonable publicity activities of the Promoter. The Promoter may photograph and/or film activities relating to acceptance or consumption of the prize by the winner(s). Entrants acknowledge that the Promoter has the right to use such publicity photos, videos and/or films in any medium and in any reasonable manner it sees fit without further permission from or payment to the winner(s).

16. The winner forever discharges the Promoter from all claims that the winner may have or may have had but for this release arising from or in connection with participation in this promotion and the winner's acceptance and use of the Prize. The winner indemnifies and holds harmless the Promoter and Prize Supplier to the extent permitted by law in respect of any claim by any person arising as a result of or in connection with the winner's participation in the promotion.

17. The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such personal information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as may be required, to Australian regulatory authorities. It is a condition of entry that entrants provide the personal information requested and consent to the use of their personal information as specified in these Terms and Conditions. If an entrant does not provide the information and consent required, that entrant's entry will be invalid. The Promoter will collect and store all personal information in accordance with all applicable privacy laws as well as its privacy policy, available at <https://www.bingoindustries.com.au/who-we-are/regulations-compliance/privacy> (Privacy Policy). The Privacy Policy contains information about how entrants may opt out, access, update or correct their personal information. In addition to any use that may be outlined in the Privacy Policy, the Promoter may, for a reasonable period, unless otherwise advised, use the personal information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. An entrant may opt out of receiving further communications of this nature from the Promoter by contacting the Promoter.