

PAX NINTENDO SWITCH COMPETITION

TERMS AND CONDITIONS

Promotion Term

1. This promotion commences at 12:01am (Sydney time) on 14/03/2017 (Opening Time) and ends at 11:59pm (Sydney time) on 28/03/2017 (Closing Time). This period of time between the Opening Time and the Closing Time is referred to in these terms as the Promotional Period.

Promoter

2. This promotion is made available by the Promoter: REED EXHIBITIONS PTY LTD, ABN 47 000 146 921
3. Head Office & Mailing address: 2/475 Victoria Ave, Chatswood NSW 2067
4. Promoter web site: paxaustralia.com.au

Eligibility

5. Entry is only open to Australian residents.
6. Where a winner is under 18 years of age, prizes will be awarded only if the consent of their legal guardian is first given and obtained.
7. Employees (and their immediate families) of the Promoter, Promoter Resellers and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, exspouse, defacto spouse, child or stepchild (whether natural or by adoption), parent, stepparent, grandparent, stepgrandparent, uncle, aunt, niece, nephew, brother, sister, stepbrother, stepsister or 1st cousin.

Promotion Details

Entry Process

8. To enter this promotion an entrant must register to attend PAX Australia and purchase an attendance badge for one (1) or more days during the Promotional Period. One (1) entry will be awarded for each attendance badge transaction completed through the web site.
9. All entries that contain incomplete, illegible, damaged, contain false or erroneous contact information or do not conform to or satisfy any condition of the rules may be disqualified by Promoter.
10. No entry will be received for purchases made through agents, resellers, other retailers, or from other Promoter websites unless otherwise promoted by the Promoter.
11. If an entrant receives an entry for a valid purchase, but returns the relevant product, then the relevant entry will be declared ineligible and will be disqualified.

12. The Promoter reserves the right to verify the validity of entries and reserves the right to disqualify any entrant for tampering with the entry process or for submitting an entry which is not in accordance with these Terms and Conditions. The decision to accept or reject an entry is at the Promoter's sole discretion and no correspondence will be entered into.
13. There is no limit to the amount of entries an individual may make.

Winner Selection and Contact Process

14. Following the conclusion of the promotion at the Closing Time one (1) entry will be selected at random. The entrant associated with this entry will be declared the Winner and will receive the Prize.
15. The prize draw will take place at the offices of the Promoter at 2:00pm on 07/04/2017. The Winner will be notified by email (to the email addresses registered with Promoter within the relevant entry forms) and through publication on the Promoter's web site on 10/04/2017.
16. The Winner must claim their prize by responding via email to the Promoter no more than 3 months after the draw date. Please ensure you keep a copy of all documentation.
17. In the event of the prizes being unclaimed, a further draw will take place to determine a replacement winner (Replacement Winner). This replacement prize draw will take place at the offices of the Promoter at 2:00pm on 12/07/2017. The Winner will be notified by email (to the email addresses registered with Promoter within the relevant entry forms) and through publication on the Promoter's web site on 14/07/2017.

Prize Details

18. The Winner (or Replacement Winner if the Winner fails to claim the prize within the permitted time) will receive the following products as the Prize:
 - a. Nintendo Switch Console
19. The total value of the prize pool is AU\$470.00
20. Prizes are not redeemable for cash, transferable or exchangeable.

Other Terms

21. Promoter reserves the right, at any time, to amend these Terms and Conditions or verify the validity of an entry and to disqualify any entrant that is not in accordance with these Terms and Conditions. Failure by Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. If there is a dispute, Promoter reserves the right, in its sole discretion, to determine the validity of the claim made.
22. Entries associated with contact information that is incomplete, indecipherable or illegible will be deemed invalid.

23. If there is a dispute as to the identity of an entrant, Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
24. Promoter makes every effort to ensure the accuracy of all information but takes no responsibility for any editorial, photographic or typographic errors.
25. Promoter reserves the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice.
26. Promoter does not accept any responsibility for misleading or incorrect information provided by a distributor, reseller, agent or promoter regarding this promotion.
27. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
28. The prizes are inclusive of all taxes.
29. Entrants consent to Promoter using their names, likeness, images and/or voice in the event 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 Promoter.
30. 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, prize draw facilitators and prize suppliers. By entering this promotion, entrants agree to the terms of Promoter's Privacy Policy (available to view at the Promoter's web site)
31. 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 other consumer protection laws in the State and Territories of Australia (NonExcludable Guarantees). Except for any liability that cannot by law be excluded, including the NonExcludable Guarantees, Promoter (including its respective officers, employees and agents) excludes all liability (including negligence) whatsoever which is suffered, including 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.
32. Promoter as well as its associated agencies and companies are not liable for any loss (including, without limitation, indirect or consequential loss), damage, personal injury or death which is suffered or sustained (including but not limited to that arising from any person's negligence) in connection with the prize or use of the prize. This excludes any liability that cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
33. These Terms and Conditions shall be governed and construed in accordance with the laws and courts of the Commonwealth of Australia.
34. Prize winners are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of that prize.
35. Nothing in these 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 2010 (Cth), 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').

36. 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, due to any reason beyond the reasonable control of the Promoter; any variation in prize value to that stated in these Terms and Conditions; any tax liability incurred by a winner or Entrant; or use of a prize.
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38. NSW Permit No. LTPS/17/12179.