



Customer Appreciation Carnival 2017 Promotion Terms

Version 1.0

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This document was last updated on 13 November 2017.

1. Definitions

- 1.1. "Lottery Permit Numbers" refer to NSW Permit No. LTPS/16/03032 and ACT Permit No. TP17/02329.
- 1.2. "AEDT" means Australian Eastern Daylight Time.
- 1.3. "Immediate Family" refers to 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.
- 1.4. "Employees" refer to people employed by VentralP Australia Pty Ltd in any capacity.
- 1.5. "Promoter" means VentralP Australia Pty Ltd (ABN 91 137 543 018) of Suite 105, 66 Victor Crescent, Narre Warren VIC 3805 Australia.
- 1.6. "Promotion" means VentralP Australia's Customer Appreciation Carnival 2017.
- 1.7. "Promotion Period" means 13/11/2017 at 12:00am AEDT and closing on 19/11/2017 at 11:59PM AEDT for all Australian states.
- 1.8. "VentralP Australia" means VentralP Australia Pty Ltd.
- 1.9. "Virtual Prize Wheel" refers to the Computer Generated Selection software used to randomly distribute eligible coupon codes to Entrants.
- 1.10. "Eligible Coupon Code" means the unique single-use code provided to Entrants via the Virtual Prize Wheel as a means of claiming a prize or gaining entry into a draw.
- 1.11. Paid Prizes' refers to prizes that are purchased at the cost of the Promoter specifically for the purpose of giving them away as prizes during the Promotion.
- 1.12. Promotional Prizes' refers to prizes that are branded products with no recommended retail value.

2. Participant Entry

- 2.1. Entry is open to all residents of Australia except employees and immediate family of the Promoter, associated companies, and agencies.
- 2.2. Entrants will be provided a single Eligible Coupon Code once every 24 hours during the Promotional Period, via the virtual prize wheel.
- 2.3. All new purchases completed during the Promotion Period that use an Eligible Coupon Code will automatically qualify to claim a prize or gain entry into a draw.
- 2.4. Every invoice paid during the Promotional Period for the upgrade or renewal of an existing Web Hosting service with VentralP Australia will gain an entry into the Grand Prize draw.
- 2.5. Invoices that have been refunded, cancelled, or where payment has not been received will be void and will not be counted as an entry.
- 2.6. Should an entrant wish to withdraw from the promotion (within the promotion period), they will need to contact the promoter via the established support channels as detailed on the promoters website.

3. Prize

- 3.1. The total prize pool for all winners will not exceed AUD \$4,999.99, with a maximum of 11 winners being drawn from the pool of Paid Prizes, including 10 Nitro Circus VIP Double Passes valued at up to \$110.00AUD per person, and 1 Grand Prize which includes provisions for the

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- following:
- a. Two return flights with Virgin Australia from the Winner's nearest capital city to Perth, Western Australia, valued at up to \$625.00AUD per person.
 - b. 1 nights accommodation at a minimum 4 star hotel, valued at up to \$250.00AUD.
 - c. Return private airport transfers, valued at up to \$250.00AUD.
 - d. Two 'Pandora Fan Package' tickets for Cirque Du Soleil TORUK at Perth Arena, valued at up to \$230.00AUD
- 3.2. A maximum of 1000 winners will be awarded instant-win Promotional Prizes, distributed via the Virtual Prize Wheel, including 500 VentralP Australia Ventrasaurus soft toys and 500 VentralP Australia branded showbags which includes the following:
- a. 1 pair of VentralP Australia branded sunglasses.
 - b. 1 VentralP Australia branded drink bottle.
 - c. 1 VentralP Australia branded 30g caramel popcorn.
 - d. 1 set of VentralP Australia promotional stickers.
 - e. 1 VentralP Australia branded hat.
- 3.3. The Paid Prizes will be provided on a date that is to be decided by both the Promoter and the winner of each prize.
- 3.4. The Promotional Prizes will be shipped to the winner's address, provided upon signup to services with VentralP Australia, at no cost to the winner.
- 3.5. If a prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
- 3.6. The prizes will be fulfilled within 300 days of the draw.
- 3.7. The prizes must be taken as offered and cannot be varied.

4. Draw Particulars And Details

- 4.1. The winners of the Paid Prizes will be randomly drawn from eligible entries as described in clause 2.
- 4.2. The draw will take place at the Promoter's head office located at Suite 105, 66 Victor Crescent, Narre Warren VIC 3805 Australia on Monday, 20 November 2017 at 11:00AM AEDT.
- 4.3. The winners will be notified by telephone, email, and published on the Promoter's website on Tuesday, 21 November 2017.
- 4.4. The Winner of the prize must sign any release form(s) as may be required by the Promoter (and its associated agencies and companies), and/or any other third party directly or indirectly involved in and with the prize and refusal to sign such form(s) shall result in the immediate forfeiture of the prize and that person shall have no claim, action or recourse at law or otherwise, against the Promoter in respect of the forfeiture.
- 4.5. A draw for any unclaimed prize will take place at the Promoter's office on Monday, 27 November 2017 at 11:00AM AEDT. The winner(s) will be notified in the same manner as conditions 4.3, with an announcement being published on the Promoter's website on Tuesday,

5. Claiming Prize

- 5.1. The Winners are not required to be on-site at the draw. Once each Winner is announced, the Promoter will contact the Winners in the manner described in clause 4 to make arrangements for claiming the prize.
- 5.2. If for any reason a winner does not take a prize at the time stipulated by the Promoter, then the prize will be forfeited.

6. General

- 6.1. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 6.2. Entrants consent to the Promoter that use of their name, likeness, image and/or voice in the event they are the 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.
- 6.3. 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. subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
 - c. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
 - d. The Promoter reserves the right to alter or amend these Terms and Conditions, and conditions of operation of the Promotion, subject to the approval of the gaming authorities in each State or Territory, where required.
 - e. 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:
 - I. any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
 - II. any theft, unauthorised access or third party interference;
 - f. 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;
 - I. any variation in prize value to that stated in these Terms and Conditions;
 - II. any tax liability incurred by the winner or any entrant; or
 - III. use of the prize.

6.4. Upon use of the virtual prize wheel, the Entrant agrees to the Terms and Conditions, as outlined at the time of entry.

If you have any questions about this agreement please contact our Customer Care team via email at customercare@ventraip.com.au.