



## 1. DEFINITIONS

- 1.1 'Lottery Permit Numbers' refer to NSW Permit No. TP/00927; ACT Permit No. ACT TP 21/00609 and SA Permit No. T21/477.
- 1.2 'AEST' means Australian Eastern Standard Time.
- 1.3 'Customer' refers to a person or business who holds an individual account with VentralIP.
- 1.4 '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.
- 1.5 'Employees' refer to people employed by VentralIP in any capacity.
- 1.6 'Promoter' means VentralIP Australia Pty Ltd (ABN 91 137 543 018) of Level 1, 66 Victor Crescent, Narre Warren VIC 3805 Australia.
- 1.7 'Promotion' means VentralIP's MEGAMayMonth Get Back On Track Giveaway.
- 1.8 'Promotion Period' means the entire month of May 2021, commencing on 01/05/2021 at 12:00am AEST and closing on 31/05/2021 at 11:59PM AEST for all Australian states.
- 1.9 'VentralIP' means VentralIP Australia Pty Ltd.
- 1.10 'VIPControl' refers to VentralIP's portal at <https://vip.ventraip.com.au>.
- 1.11 'Winner' means the person selected at random to win the prize.

## 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 All invoices paid with a total of \$0.01 AUD or more during the promotion period will qualify as a single entry into the draw with a limit of one entry per Customer. The process of entry is automatic once an invoice is paid within the promotion period.
- 2.3 Invoices that have been refunded, cancelled or where payment has not been received will be void and will not be counted as an entry.
- 2.4 If a Customer qualifies for rule 2.2, two additional entry methods, 2.5 and 2.6, are automatically open.
- 2.5 Upon condition 2.2 being met, the Customer will be presented with the opportunity to gain another entry into the draw by sharing a post on social media via VIPControl. This entry is only valid if the Customer initiates the shared post via this method.
- 2.6 Upon condition 2.2 being met, the Customer will be presented with the opportunity to gain another entry into the draw by selecting one of four "virtual teams" in VIPControl. All Customers who have chosen the winning team will be given another entry into the draw. The winning team will be determined by the highest number of Customers who selected that team. Once a team has been selected it cannot be changed.
- 2.7 Should an entrant wish to withdraw from the promotion (within the promotion period), they will need to contact the promoter via the established contact methods as detailed on the promoters website.

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### **3. PRIZE**

- 3.1 The grand prize is a 2021 Volkswagen Golf GTI Mark 8 valued at \$64,993.68 AUD including on-road costs.
- 3.2 If the 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.
- 3.3 The prize will be fulfilled within 120 days of the draw, subject to availability, production and dealer delivery delays.

### **4. DRAW PARTICULARS AND DETAILS**

- 4.1 The winner of the prize will be randomly drawn from eligible entries as described in condition 2.
- 4.2 The draw will take place at the Promoter's head office located at Level 1, 66 Victor Crescent, Narre Warren VIC 3805 Australia on Monday, 7 June 2021 at 11:00AM AEST.
- 4.3 The winner will be notified by telephone, email, and published on the Promoter's social media on Tuesday, 8 June 2021.
- 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, 19 July 2021 at 11:00AM AEST. The winner of the redraw will be notified by telephone, email, and published on the Promoter's social media on Tuesday, 20 July 2021.

### **5. CLAIMING PRIZE**

- 5.1 The Winner is not required to be on-site at the draw. Once the Winner is announced, the Promoter will contact the Winner in the manner described in condition 4 to make arrangements for claiming the prize.
- 5.2 The Winner must nominate their closest Volkswagen dealer and the prize will be coordinated through them.
- 5.3 The Winner must hold a valid Australian drivers licence to claim the prize.
- 5.4 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.

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- (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.