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# MEGAMay 2022 "Mates Rates" Promotion Terms (VentralIP)

## 1. Definitions

- 1.1. 'Lottery Permit Numbers' refer to NSW Permit No. TP/01793; ACT Permit No. TP 22/00640 and SA Permit No. T22/491.
- 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 Nexigen Digital Pty Ltd, or related entities, in any capacity.
- 1.6. 'Promoter' means Nexigen Digital Pty Ltd trading as VentralIP (ABN 91 137 543 018) of Level 1, 66 Victor Crescent, Narre Warren VIC 3805 Australia.
- 1.7. 'Promotion' means VentralIP's MEGAMay 2022 "Mates Rates" Promotion.
- 1.8. 'Promotion Period' means the entire month of May 2022, commencing on 01/05/2022 at 12:00:AM AEST and closing on 31/05/2022 at 11:59PM AEST for all Australian states.
- 1.9. 'Referral' means the utilisation of the VentralIP Australia referral scheme with specific qualifying eligibility as found on the VentralIP website at <https://go.nexigen.digital/tpa-referral-vip/>.
- 1.10. 'Referrer' means a Customer who voluntarily participates in the referral scheme by referring eligible friends or family to become Referees subject to the qualifying criteria of the scheme.
- 1.11. 'Referee' means a person who is not an existing Customer and who has given their approval and whom the Referrer has referred through the Referral scheme subject to the qualifying criteria.
- 1.12. 'VentralIP' means Nexigen Digital Pty Ltd trading as VentralIP.
- 1.13. 'VIPControl' refers to VentralIP's portal at <https://vip.ventraip.com.au>.
- 1.14. 'Winner' and 'Winners' mean the people selected at random to win the prizes.

## 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 successful referrals completed during the promotion period will qualify the referrer and the referee, as a joint pair, as a single entry into the draw. The process of entry is automatic once a successful referral has been completed.
- 2.3. Referrals that have not been successfully completed, such as where the order has been cancelled, refunded or where payment has not been received, will be void and will not be included in the draw.
- 2.4. Should an entrant wish to withdraw from the promotion (within the promotion period), they will

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need to contact the promoter via the established contact methods as detailed on the promoters website.

- 2.5. There is no limit to the number of entries that a referrer and referee (as a joint pair) may have in the draw. The referrer and referee can be unique in each joint pair and are not required to be the same combination for each entry.

### **3. Prize**

- 3.1. The grand prize is \$50,000 total, split across five (5) referral ‘joint-pairs’ comprising the referrer and referee (representing ten (10) individual winners).
- 3.2. 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.
- 3.3. The prize will be fulfilled within 30 days of the draw.

### **4. Draw Particulars and Details**

- 4.1. The five (5) winning joint-pairs (consisting of the referrer and referee per pair) will be randomly drawn from eligible entries, using an approved random number generator.
- 4.2. The Draw will take place at the Promoters head office at Level 1, 66 Victor Crescent, Narre Warren VIC 3805 Australia at 2:00PM AEST on Monday, 1 August 2022.
- 4.3. The winning pairs will be individually notified via direct email and phone call at the time of the Draw, as set out in clause 4.2.
- 4.4. The winning pairs will be announced on the Promoter’s Facebook page at the time of the Draw, after successful contact with the winning pairs has been made, as set out in clause 4.3.
- 4.5. A Draw for any unclaimed prize will take place 30 days after the initial Draw, with the winner(s) being notified in the same manner outlined in clause 4.3.

### **5. Claiming Prize**

- 5.1. The Winners are not required to be on-site at the draw. Once Winners are announced, the Promoter will contact the Winners in the manner described in clause 4.3 to make arrangements for claiming the prize.
- 5.2. To successfully claim a prize, both Winners from the winning joint-pairs will be required to claim the prize. 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

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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:
    - 6.3.e.i. any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
    - 6.3.e.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;
    - 6.3.f.i. any variation in prize value to that stated in these Terms and Conditions;
    - 6.3.f.ii. any tax liability incurred by the winner or any entrant; or
    - 6.3.f.iii. use of the prize.