

# IGNITE<sup>HQ</sup>

## \$100,000 Pay Day Promotion TERMS AND CONDITIONS

### Schedule

<b>Promoter</b>	<b>Ignite HQ Australia Pty Ltd ABN 73 647 868 102</b> Level 2, 6 Parkview Drive, Sydney Olympic Park NSW 2127 1300 866 330 info@ignitehq.com.au		
<b>Website</b>	https://ignitehq.com.au/		
<b>Promotional Period</b>	<b>Start Date:</b> 8am AEST Saturday 18 <sup>th</sup> June 2022 <b>End Date:</b> 11.59pm AEST Sunday 14 <sup>th</sup> August 2022		
<b>Prize</b>	The Prize is as follows: <b>Major Prize:</b> <ul style="list-style-type: none"> <li>\$100,000 cash</li> </ul> <b>Minor Prize:</b> <ul style="list-style-type: none"> <li>Minor Prize 1: \$2,500 cash</li> <li>Minor Prize 2: \$2,500 cash</li> <li>Minor Prize 3: \$2,500 cash</li> </ul> <b>Total prize pool: \$107,500 as at the Start Date</b>		
<b>Close Dates and Draw Dates</b>	<b>Prize</b>	<b>Close Date</b>	<b>Draw Date</b>
	Minor Prize 1	11.59pm AEST Sunday 3 July 2022	4pm AEST Monday 4 July 2022
	Minor Prize 2	11.59pm AEST Sunday 17 July 2022	4pm AEST Monday 18 July 2022
	Minor Prize 3	11.59pm AEST Sunday 31 July 2022	4pm AEST Monday 1 August 2022
	Major Prize	11.59pm AEST Sunday 14th August 2022	4pm AEST Monday 15 August
<b>How to enter</b>	<b>Major Prize</b> To enter and be eligible for the <u>Major Prize</u> , Entrants must, during the Promotional Period: (a) purchase either a 'Spark', 'Ember', 'Flame', 'Fire', 'Spark VIP', 'Ember VIP' or 'Flame VIP' Ignite HQ access pass from the Website ( <b>Access Pass</b> ); and (b) not terminate their Access Pass during the Promotional Period. <b>Minor Prize</b> To enter and be eligible for the <u>Minor Prize</u> , Entrants must, during the Promotional Period:		

	(a) purchase either a 'Spark VIP', 'Ember VIP' or 'Flame VIP' Access Pass; and (b) not terminate their Access Pass during the Promotional Period.
<b>Maximum number of entries per Entrant</b>	Unlimited
<b>Permits</b>	NSW Authority Number: TP/01227 ACT Permit Number: TP 22/01111 Electronic Drawing System Number: 1224

1. Information on eligibility, mechanisms on how to enter, prizes and the information in the Schedule form part of these Terms and Conditions. Participation in the Promotion is deemed acceptance of these Terms and Conditions.
2. **Eligibility:** Entry is open to Australian residents aged eighteen (18) years or over, excluding South Australian residents (**Entrants**). Employees, immediate family members, retailers, suppliers, associated companies and agencies related to the Promoter are not eligible to enter in the Promotion. All entries of Entrants who are under the age of eighteen (18) years and who enter the Promotion without disclosing or by attempting to conceal their age will be deemed invalid.
3. **Multiple entries:** Entrants must enter the Promotion in their own name. Entrants may receive additional entries depending on the Access Pass they purchase as follows:
  - (a) Purchasing a 'Spark' Access Pass grants the Entrant 1 entry;
  - (b) Purchasing an 'Ember' Access Pass grants the Entrant 5 entries;
  - (c) Purchasing a 'Flame' Access Pass grants the Entrant 20 entries;
  - (d) Purchasing a 'Fire' Access Pass grants the Entrant 75 entries;
  - (e) Purchasing a 'Spark VIP' Access Pass grants the Entrant 3 additional entries per month of membership;
  - (f) Purchasing an 'Ember VIP' Access Pass grants the Entrant 15 additional entries per month of membership;
  - (g) Purchasing a 'Flame VIP' Access Pass grants the Entrant 45 additional entries per month of membership.
4. The Promoter reserves the right, at any time, to verify the validity of entries and Entrants (including an Entrant's identity, age and place of residence) and to disqualify any Entrant. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
5. **Game of chance:** As the Promotion is a game of chance, and subject otherwise to these Terms and Conditions, skill plays no part in determining the winning Entrant and each valid entry will NOT be individually judged. Each entry has an equal chance of winning. The winning Entrants will be confirmed by the Promoter.
6. Entrants are responsible for any and all expenses incurred when entering the Promotion and accessing, claiming and/or using the Prize (unless otherwise stated on the Website).
7. The Promoter's decision is final and no correspondence will be entered into with Entrants regarding the decision.
8. **Prize:** The Prizes will be awarded in the name of the winning Entrants. There is no limit to the number of Prizes an Entrant can win; it is possible that an Entrant could win the Major Prize and all three Minor Prizes.
9. **Promotional Period:** The Promotion commences on the Start Date and concludes on the End Date as per the Schedule (**Promotional Period**).
10. **Redemption Period:** The redemption period, during which the Prize may be claimed commences on the relevant Draw Date for that Prize set out in the Schedule and ends three (3) months from the date thereof. If the winning Entrant does not claim the Prize within the Redemption Period, the Prize will be deemed to be forfeited by the Entrant.

11. **Draw and Venue:** The draws or selections to determine the winning Entrants for the Promotion (**Draw**) will take place at randomdraws.com.au's address. The Promotor will conduct the Draw by using a computerised system to draw winning Entrants.
12. **Winning Entrants:** The winning Entrants in the Draws, if any, will be notified by email and/or telephone within forty eight (48) hours of the Draw.
13. **Unclaimed Prize Draw:** If any Prize remain unclaimed in accordance with clause 10, a second draw or selection for the Prize (**Unclaimed Prize Draw**), will take place on the first business day after the expiry of the Redemption Period at the same time, place and manner as the original Draw, subject to any directions from a regulatory authority. The Promoter may conduct the Unclaimed Prize Draw without the need to seek approval from the relevant regulator in NSW, Australia. The alternative winning Entrant, if any, will be notified by email and/or telephone within forty eight (48) hours of the Unclaimed Prize Draw.
14. **Unavailable Prize:** If any Prize is unavailable and the Promoter has used all reasonable efforts to arrange the Prize, the Promoter may, in its absolute discretion, reserve the right to substitute the Prize with a prize of equal value and/or specification, subject to any written directions from a regulatory authority.
15. **Invalid entries:** In the event that a winning Entrant's entry is deemed or found to be invalid, the Promoter may redraw or decide on another winning entry.
16. **Travel:** If the Prize involves travel, the components of the Prize must be taken together when offered or are forfeited. If the Prize involves travel and is awarded to multiple people, the winning Entrant and their companion(s) must travel together and depart from and return to the same departure point. The winning Entrant may not accrue any frequent flyer points from making use of the Prize. Any travel and accommodation (if any) is subject to availability and may be dependent on travel class availability and specific room category availability. Travel and accommodation will be arranged by the Promoter or an agent nominated by the Promoter.
17. **Motor vehicle:** Where a motor vehicle is awarded as a Prize, to be eligible to claim the Prize, the winning Entrant must be capable of obtaining the necessary motor vehicle registration for the Prize in its name, in accordance with the applicable State or Territory legislation in which the Prize is collected. If the winning Entrant is, through any legal incapacity or otherwise, unable to register the Prize in their own name, then the winning Entrant may assign the Prize to another person (who consents to such assignment) with legal capacity for the purpose of registration. The Promoter takes no responsibility for any such arrangement between the winning Entrant and the assignee. Where the Prize is a motor vehicle, the Prize includes vehicle upgrades, modifications and registration, but does not include vehicle insurance.
18. **Attendance at a show:** Where the any part of the Prize includes attendance at a show or event, if the show or event is cancelled, postponed or abandoned for any reason, the winning Entrant will forfeit all rights to attend the show or event and no cash or alternative tickets will be substituted in lieu.
19. **Cash:** Where cash is awarded as a Prize, Prizes will be awarded in the form of a bank cheque, via PayPal transfer (fees may apply and are the responsibility of the winning Entrant) or electronic funds transfer to the winning Entrant's nominated bank account, at the Promoter's election.
20. **Publicity:** The winning Entrant's full name will be published in a national newspaper, and/or on the website, at <https://ignitehq.com.au/> (**Website**) and on the Promoter's social media accounts, including but not limited to, Facebook, Twitter and Instagram. By entering the Promotion, the winning Entrant consents to the publication of such information.
21. By entering the Promotion, Entrants consent to the Promoter using their name, likeness, image and/or voice in the event that they are a winning Entrant (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting the Promotion (including any outcome), and promoting the Promoter's business and any products manufactured, distributed and/or supplied by the Promoter. The Entrant further agrees that they will participate in all reasonable promotional activities in relation to the Promotion as requested by the Promoter and its agents.
22. **Non-Excludable Guarantees:** 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 Consumer Act 2010* (Cth) or similar consumer protection laws in the State and Territories of Australia (**Non-Excludable Guarantees**).

23. **Consequential Loss:** Despite anything to the contrary, to the maximum extent permitted by law, the Promoter will not be liable under these Terms and Conditions for any consequential loss including but not limited to loss of profit (including anticipated profit), loss of benefit (including anticipated benefit), loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings (including anticipated savings), loss of reputation, loss of use (including both real and anticipatory) and/ or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise.
24. **Liability:** Except for any liability that cannot by law be excluded by law (including the Non-Excludable Guarantees), the Promoter (including its respective officers, employees and agents) will not be liable to an Entrant for, and the Entrant indemnifies, waives and releases the Promoter in respect of all liability (including but not limited to all expenses, costs, damages, claims, losses) arising in any way out of or in connection with:
- (a) any act or omission of the Entrant;
  - (b) any breach of these Terms and Conditions by the Entrant;
  - (c) any Force Majeure;
  - (d) a matter arising out of clause 26;
  - (e) any personal injury or loss;
  - (f) claiming the Prize;
  - (g) use of the Prize in any way;
  - (h) any theft of any Prize or unauthorised access or third party interference in the Promotion;
  - (i) any entry or Prize claim that is late, lost, altered, damaged, delayed or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; or
  - (j) any tax liability incurred by a winning Entrant.
25. **Force Majeure:** If performance of the Promotion, provision or use of the Prize (or any part of it), or any obligation under these Terms and Conditions is prevented, restricted, or interfered with by a Force Majeure, and if as a result the Promoter is unable to carry out its obligations or to provide the Entrant with the Prize (or any part of it), the Promoter may in its absolute discretion, subject to any written directions made under any applicable legislation, cancel, terminate, modify or suspend the Promotion and/or, if necessary, provide an alternative prize or prizes to the same value as the original Prize. The Promoter will give public notice of such an event and that the Promotion has been cancelled, terminated, modified or suspended. **Force Majeure** means any event or circumstance beyond the Promoter's reasonable control includes, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders of acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, strikes, lock-outs and work stoppages, terrorism, infection by computer virus, bugs, tampering, unauthorised intervention, technical failures or anything which corrupts or affects the administration, security, fairness, integrity or proper conduct of the Promotion. The Promoter will use reasonable efforts under the circumstances to avoid or minimise any Force Majeure. An act or omission will be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.
26. The Promoter accepts no responsibility and will not be liable for any late, lost, delayed, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. The Promoter has no control over communications networks or services, the Internet, or computer or telephone networks or lines and accepts no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise.
27. To the maximum extent permitted by law, as a condition precedent to accepting the Prize, the winning Entrant must sign any legal documentation as and in the form reasonably required by the Promoter and/or Prize suppliers, including but not limited to a legal release and indemnity form.
28. **Online entries:** In the event that a dispute arises as to the identity of an online Entrant, the entry will be deemed to have been submitted by the authorised account holder of the email address. The authorised

account holder means the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organisation that is responsible for assigning email addresses for the domain associated with the email. The Promoter may ask any Entrant to provide the Promoter with proof that such party is the authorised account holder of the email address associated with the entry.

29. **Personal information:** The Promoter collects personal information in order to conduct the Promotion and for other purposes as set out in the entry form or page for the Promotion and may, for this purpose, collect, use and disclose such information to third parties, including but not limited to agents, contractors, service providers, Prize suppliers and as required, to regulatory authorities. Entry is conditional on providing this information. Entrants should direct any request to opt out, access, update or correct information to the Promoter. All entries including the personal information in them becomes the property of the Promoter.
30. **Legal Warning:** Any attempt, deliberate or otherwise, to cause malicious damage or interference with the normal functioning of the Website, or the information on the Website, or to otherwise undermine the legitimate operations of the Promotion may be a violation of criminal and civil laws and, should such an attempt be made, whether successful or not, the Promoter reserves the right to seek damages to the fullest extent permitted by law. If the Promoter suffers loss or incurs any costs in connection with any breach of these Terms and Conditions or any other legal obligation by an Entrant, the Entrant agrees to indemnify the Promoter for those losses, damages and costs.
31. **Linked Sites:** The platform for the Promotion may contain links to other websites (**Linked Sites**). The Promoter does not endorse and is not responsible for the content of any Linked Sites. Any Linked Sites displayed on the platform are for the Entrants' convenience only and the Entrant agrees to access, use and otherwise deal with Linked Sites at their own risk.
32. **General:** Unless the contrary intention appears, a reference in these terms or in any advertisement relating to the Promotion, to Australian dollars, dollars, AUD\$ or \$ is a reference to the lawful currency of Australia.
33. **Delivery:** The Promoter will deliver the Prize within fourteen (14) days from the date the Entrant redeems the Prize within the Redemption Period.
34. **Amendments:** These Terms and Conditions may be amended or replaced from time to time if required by any regulatory authority.
35. **Jurisdiction:** These Terms and Conditions are governed by the laws of the States and Territories in which the Promotion is conducted and the Commonwealth of Australia. Entrants submit to the jurisdiction of the courts of their State or Territory.
36. **Disputes:** A party may not commence court proceedings relating to any dispute arising from this Agreement (**Dispute**) without first meeting with the other party to (in good faith) resolve the Dispute. If the parties cannot resolve the Dispute at that meeting, either party may refer the matter to a mediator. The parties agree to attend the mediation in good faith. The costs of the mediation will be shared equally between the parties. Nothing in this clause will operate to prevent a party from seeking urgent injunctive or equitable relief from a court.
37. **Entire Agreement:** These Terms and Conditions represent the entire agreement between the Promoter and any Entrant (including the winning Entrant) and supersede any prior agreement, understanding or arrangement between the Promoter and any Entrant (including the winning Entrants), whether oral or in writing.
38. **Representations:** The Promoter excludes all, warranties, guarantees or representations (whether express or implied) except as expressly provided in these Terms and Conditions.
39. **Contact Details:** as per the Schedule.
40. **Last updated:** 15 June 2022

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