

VAL MORGAN & CO (AUST) PTY LTD

(the 'Promoter')

Val Morgan Digital (VMD) Competition (the 'Promotion') Terms and Conditions

Entry

Information on how to enter Promotion forms part of the Terms and Conditions of entry.

Entry is open to Australian residents aged 18 years and over.

Employees, directors and officers of the Promoter, a related body corporate of the Promoter or an agency or entity associated with the Promotion are ineligible to enter the Promotion. Immediate family members of any employee, director or officer described above are also ineligible to enter the Promotion. Immediate family members for the purposes of this condition are spouses, de facto spouses, parents, natural or adopted children and siblings (whether natural or adopted by a parent).

Entrants can enter the Promotion on the Promotion page at [www.thelatch.com](http://www.thelatch.com) or [www.popsugar.com.au](http://www.popsugar.com.au) by;

1. Entering their email address;
- and
2. Joining The Latch promotional & marketing database; and
  3. Answering in 25 words or less the question "what new piece of tech do you desperately need in your life right now and why?"

Entrants may enter the Promotion as many times as they like. All entries must be original and must not infringe the rights of any third party or contain any objectionable content.

No scripting is allowed for online entries and if reasonably suspected by the Promoter these entries will be deemed invalid.

By entering the Promotion, each entrant agrees that if they win the Promotion, they will make themselves available to participate in reasonable promotional activities as requested by the Promoter, without any payment or other compensation.

Promotion dates

The Promotion commences and entries will be received from 12 noon AEST on 27th September 2021 [\[SH2\]](#) and the Promotion concludes at 12 noon AEST 30<sup>th</sup> November 2021 ('Promotional Period').

The winner of the Promotion will be determined by the judge at 12 noon AEST on 3<sup>rd</sup> December 2021.

## Prize

There is 1 x Prize consisting of:

1 x \$250 JB Hi Fi Voucher

The total estimated prize package value is \$250.00 AUD.

The Prize must be taken as stated and cannot be varied. The Prize or any portion of the Prize:

- is non transferrable;
- is non-refundable;
- is non-negotiable;
- cannot be exchanged;
- cannot be taken or redeemed as cash; and
- cannot be sold or offered for resale at a premium (including via on-line auction sites) or used for advertising, promotion or other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services.

If the Prize or portion of the Prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the Prize for a prize of equal or greater value.

The Promoter takes no responsibility for Prizes damaged, delayed or lost in transit. The Promoter is neither responsible nor liable for any loss or damage suffered in association with the Prize or in the event that there are any changes to the Prize.

The Prize winner must be over 18.

The Winner will be selected using the following method:

One (1) Prize winner will be selected by a panel of judges appointed by the Promoter. The Prize winner will be the entries which fulfil the entry criteria and whose answer is judged the most creative and original from all entries received.

This is a game of skill. There is no element of chance in the judging of the competition or determination of the winner. The Promoter's decision is final and no correspondence will be entered into.

The judging will take place at 12 noon AEST on 1<sup>st</sup> December 2021 at the offices of the Promoter at Level 50, 680 George Street Sydney.

The Winner will be notified within 48 hours of being selected via email.

Prize must be claimed by 12 noon 6<sup>th</sup> December 2021

#### Unclaimed prizes

In the event that the Winner is unable to redeem any component of the Prize by the date stipulated by the Promoter above, then the Prize will be forfeited by that Winner and neither cash nor another prize will be awarded in lieu of the forfeited component/s of the Prize.

#### Ineligible entries

The following entries are ineligible:

- entries by an excluded entrant described above;
- entries that are deemed to be illegible or incomprehensible by the Promoter or are otherwise unable to be viewed;
- entries by a person who fails to provide the information required by these terms and conditions within the required time-frame;
- entries that are deemed to be offensive or illegal by the Promoter; and
- entries not completed in accordance with these terms and conditions.

#### Promoter's liability

To the maximum extent permitted by law, the Promoter, its related bodies corporate and each of their officers, employees, directors and contractors are not liable for any injury, loss, damage, expense, tax consequence, cost or claim whatsoever (including for any indirect or consequential loss) that arises in connection with entry into this Promotion or the claiming of any prize, including without limitation:

- in connection with the judging;
- in the participation in or use of any Prize;
- as a result of any changes to the Prize;
- as a result of the late, lost or misdirected email, website communication, mail or delivery;

- as a result of any technical malfunction, traffic congestion or the malfunction of any telephone network or lines or mobile communications network; and
- arising from any act or omission, deliberate or negligent, by the Promoter, their related bodies corporate or any of their officers, directors, employees or contractors in connection with the arrangement for supply, or the supply, of any goods or services by any person to the Winners and, where applicable, to any persons accompanying the Winner/s.

The Promoter makes no express representation or warranty as to the fitness for purpose, quality, suitability and merchantability of any of the goods or services offered as Prizes. If liability under terms implied by legislation cannot be excluded, the liability of the Promoter and its related bodies corporate is limited to re-supplying the relevant goods or services or paying the cost of replacing them.

#### Communication and technical failures

The Promoter and its related bodies corporate accept no responsibility for problems associated with telecommunications networks or services or the Internet or for any other technical malfunction, error, omission, interruption, deletion, defect, delay in operation or transmission or unauthorised access or tampering which may affect an entrant's entry into the Promotion or the Promoter's (or its agents') communication with an entrant.

#### Intervention

If any reason this Promotion is not capable of running as planned due to factors, agents or events which prevent or significantly hinder the Promoter's ability to proceed with the Promotion on the dates and in the manner described in these terms and conditions, or which affect the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter reserves the right in its sole discretion to cancel, modify or suspend the Promotion, or to recommence the Promotion from the start.

These Terms and Conditions may be varied by the Promoter at any time. The Promoter accepts no responsibility for and will not be liable because of any reliance placed on the Terms and Conditions before they were varied.

#### Promoter's details

The Promoter is Val Morgan & Co (Aust) Pty Limited (ABN 28 004 806 857) of Level 50, 680 George St, Sydney.

## Facebook

The Promoter may communicate or advertise this Promotion using Facebook. However, the Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. Entrants are providing their information to the Promoter and not to Facebook. Each entrant completely releases Facebook from any and all liability.

## Collection of personal information and privacy

By entering the Promotion, entrants consent to the collection, storage and use of their personal information by the Promoter and the Promoter's related bodies corporate in accordance with the Australia Privacy Principles and the Promoter's Privacy Policy accessible at <http://www.valmorgan.com.au/privacy-policy/>.

The Promoter and the Promoter's related bodies corporate collect, store and use the personal information provided by entrants in connection with the administration of this Promotion.

Participants entering the Promotion opt-in to receive promotional material from the Promoter and its related bodies corporate. By entering entrants expressly consent to the Promoter and its related bodies corporate collecting, using and disclosing their personal information for their promotional activities in accordance with the Promoter's [Privacy Policy](#).

Personal information provided by entrants may also be disclosed:

- to the Promoter's contractors and agents in connection with the conduct of the Promotion;
- to third party suppliers where necessary or appropriate, for example for the purposes of secure offsite database storage of information; or
- otherwise by the Promoter and its related bodies corporate in accordance with the Promoter's Privacy Policy.

Third parties to whom personal information is disclosed may be based overseas.

Entrants have the right to access their personal information as collected and stored by the Promoter and the Promoter's related bodies corporate at any time, and to request the correction of such information.

If you have any queries or wish to contact us in relation to your privacy or the collection or storage of your personal information, please contact our privacy officer at [privacyofficer@valmorgan.com.au](mailto:privacyofficer@valmorgan.com.au)

