



DICK SMITH EPIC EASTER EGG HUNT TERMS AND CONDITIONS

All sections and information in this document form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions on the part of the participant and their parent/guardian (where applicable).

Schedule

ITEM	DETAILS
PROMOTER	
1	Name: Dick Smith Electronics Pty Limited ABN: 34 000 908 716 Address: 2 Davidson Street, Chullora NSW 2190 Phone: 1300 660 054 ("Promoter")
WHO MAY ENTER?	
2	<p>Entry is only open to persons who are:</p> <ul style="list-style-type: none">(i) Australian residents.(ii) aged 13 years or over.(iii) Entrants under 18 years must have parent/guardian approval to enter and the parent/guardian must have read and consented to these Terms and Conditions. The Promoter may request the parents/guardians to enter into a further agreement as evidence of consent, and the parents/guardians must comply with such request.(iv) willing, ready and able to complete all entry requirements at the times and dates set out in these Terms and Conditions, including claiming any prize at the times and dates set out in these Terms and Conditions if they are a winner. <p>Employees (and their immediate families) of the Promoter and its contractors and agencies associated with the promotion are ineligible to enter. "Immediate family" means spouse, ex-spouse, de-facto spouse, parent, step parent, step, natural or adopted child, and sibling (whether step, natural or adopted by a parent), grandparent, step grandparent, uncle, aunt, niece, nephew or first cousin.</p>
PROMOTIONAL PERIOD	
3	Promotion starts at 9am on 1 April and closes at 5pm on 6 April ("Promotional Period").
HOW TO ENTER?	
4	<p>To enter, eligible entrants must complete the following during the Promotional Period:</p> <ul style="list-style-type: none">(i) Visit the Dick Smith website at https://www.dicksmith.com.au/customer/account/create/ and sign up to be notified about product updates and special offers ;(ii) Keep an eye out for the email we will send you on the morning of 1 April 2015 and follow the instructions to hunt for the hidden eggs hidden throughout the Dick Smith website(iii) Once you have followed the clues to find the hidden entry page, tell us in 25 words or less what your #1 Easter Road Trip would be
MAXIMUM NUMBER OF ENTRIES	
5	<p>Limit of one (1) entry per eligible entrant.</p> <ul style="list-style-type: none">(i) =
LIST OF PRIZES	



ITEM	DETAILS
6	<p>(i) There will be 21 prizes to be won.</p> <p>A. 1 first prize - Panasonic 55" 4K Ultra HD TV valued at \$1299; B. 10 second prizes – UE Boom Wireless Speakers valued at \$198ea C. 10 third prizes – Sennheiser Momentum On-Ear Headphones valued at \$139ea</p>
HOW WINNERS ARE DETERMINED?	
7	<p>The best valid entry, as determined by the Promoter's appointed judges, will win the first prize. The second-tenth best valid entries, as determined by the Promoter's appointed judges, will win the second prize. The eleventh to twenty-first best valid entries, as determined by the Promoter's appointed judges will win the third prize. This promotion is a game of skill and chance plays no part in determining the winner/s. Each entry will be individually judged, and such judgement may be based on the literary and creative merit of the entry.</p>
MAXIMUM VALUE OF PRIZES	
8	<p>Maximum value of:</p> <p>(i) first prize is \$1,200; (ii) second prize is \$198 each = \$1,980; (iii) third prize is \$139 each = \$1,390; TOTAL value of prizes: \$4,570</p>
WINNER NOTIFICATION	
9	<p>Winners will be notified in writing by email and by telephone within two (2) business days of being determined.</p>
WINNER PUBLICATION	
10	<p>Not applicable.</p>
REDRAW OR REDETERMINATION OF WINNER	
11	<p>If a prize is unclaimed by the winner by the time specified by the Promoter or the winner selected by the Promoter's appointed judges is otherwise ineligible to be awarded the prize because they are unable to satisfy these Terms and Conditions, that winner will forfeit the prize, and the Promoter may award the prize to another entrant who the Promoter's judges select. The Promoter's judges may select additional reserve entry/ies that they determine to be the next best entry/ies, if a prize is forfeited in this situation.</p>
PERMIT NUMBERS	
12	<p>Not applicable</p>
ADDITIONAL TERMS	
13	<p>Note applicable</p>

Terms and Conditions

1 ENTRY

- 1.1 Entry is only open to those persons specified in Item 2 of the above Schedule ("**Schedule**").
- 1.2 To enter, eligible entrants must follow the instructions specified in Item 4 of the Schedule.

- 1.3 Entrants must not enter more than the number of times specified in Item 5 of the Schedule.
- 1.4 All entries must be received by the Promoter by or in the period indicated in Item 3 of the Schedule. Entries are deemed to be received at the time the Promoter

receives the entry in its promotion database, and not at the time of the entrant's transmission.

- 1.5 The Promoter may, at any time, verify the validity of entrants and entries (including an entrant's identity, age, place of residence and whether they hold any driver's licence required to enter this promotion). Entrants must fully cooperate with the Promoter in connection with such verifications.
- 1.6 The Promoter accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence, whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. However, the Promoter may (but is not obliged to) at its discretion accept an entry which contains errors or omissions.
- 1.7 All ancillary costs with entering this promotion (including without limitation, website access costs) are the entrant's responsibility.
- 1.8 If this promotion involves the entrant submitting any photographs, pictures, images, films, recordings, footages, videos, sms or mms messages, testimonials, comments, artistic works, literary works, information, or other materials or documents to the Promoter ("**Content**") then the entrant agrees that:
 - (a) the entrant must not submit any Content that is unlawful, fraudulent, defamatory, offensive, obscene, derogatory, discriminatory, pornographic, sexually inappropriate, insulting, scandalous, violent, abusive, harassing, threatening, inflammatory, not suitable for children under 15 years, unlawful, libellous, hateful, objectionable in relation to race, religion, ethnicity or gender, capable of encouraging conduct that would be considered a criminal offence, capable of violating any law, capable of giving rise to a civil liability, that promotes any illegal or negligent activity, or otherwise unsuitable or inappropriate;
 - (b) the entrant must not submit any Content that breaches or may breach any intellectual property (including without limitation, copyright), privacy, publicity or other rights;
 - (c) the Content is the entrant's original independent creation and does not include any third party's intellectual property or infringe any third party's intellectual property rights;
 - (d) the entrant is fully responsible for the Content. The Promoter will not be liable for the Content or its use in any way;
 - (e) before submitting the Content, the entrant has obtained or obtains the consent of all persons who appear in the Content in relation to the use of the Content for this promotion;
 - (f) the Content has not been published previously, used in any other promotion, or used to win any prize;
 - (g) the Content will not contain viruses or cause injury or harm to any person or entity;

- (h) the entrant will comply with all applicable laws and regulations, including without limitation, those laws governing intellectual property, content, defamation, publication, privacy and the access and use of computer or communication systems;
- (i) the Promoter may review all Content and may at any time remove, edit or take down any Content (wholly or partially) at its sole and absolute discretion without notice if it considers, discovers or suspects the Content not to comply with any of these Term and Conditions;
- (j) the entrant must comply with all requests by the Promoter to remove, take down or edit any Content;
- (k) unless clause 1.9 applies, the entrant grants the Promoter, its affiliates, agencies and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable and sub-licensable right to use, reproduce, modify, adapt, publish, disclose, exploit and display the Content for any purpose and in any media and medium, without compensation, liability, restriction on use, nor attribution of the entrant's moral rights. Entrants warrant and undertake that they have full authority and rights to grant such rights to the Promoter; and
- (l) the entrants must not assert any moral rights in connection with the Content.

- 1.9 If the Promoter requires, all title and property in any Content will be transferred from the entrant to the Promoter and the entrant will not be entitled to any compensation for such transfer.

2 PRIZES

- 2.1 The prizes in this promotion include the prizes set out in Item 6 of the Schedule. The entrant agrees to any terms relating to the prizes set out in Item 6 of the Schedule.
- 2.2 Prize winners will be selected in accordance with the method set out in Item 7 of the Schedule.
- 2.3 Prize winners will be notified in accordance with the terms set out in Item 9 of the Schedule, and their names and/or suburbs will be published in accordance with the terms set out in Item 10 of the Schedule.
- 2.4 The entrant must ensure they provide their correct contact details to the Promoter, and to notify the Promoter of any changes to their contact details before the date and time for announcing winners. The Promoter will not be liable if it cannot contact any winner because of any incorrect contact details.
- 2.5 If a winner is under 18 years, the Promoter may award the prize to the winner's parents/guardian on the winner's behalf.
- 2.6 If the Promoter requests, the winner (and any parent or guardian of the winner) must provide the Promoter with proof of identity before claiming a prize. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.



- 2.7 If any prize or portion of a prize is unavailable, the Promoter may at its sole and absolute discretion substitute the prize or portion of that prize with a prize of equal value and/or specification, subject to any directions from any regulatory authority, if applicable.
- 2.8 The maximum prize pool value is set out in Item 8 of the Schedule. The Promoter accepts no responsibility for any variation in the total prize value or any individual prize value.
- 2.9 Prizes or any unused portion, are not transferable or exchangeable and cannot be taken as cash, unless the Promoter agrees otherwise in writing. If the prizes include a gift card, any unused balance of the gift card will not be awarded as cash and will be forfeited by the winner.
- 2.10 Prizes are awarded subject to the standard terms and conditions of individual prize and service providers, and the winners must comply with their terms and conditions.
- 2.11 Any ancillary costs associated with redeeming a prize (including without limitation, transportation and accommodation costs) are not included and are the responsibility of the winner.
- 2.12 The entrant agrees to the terms concerning (if applicable) redraws and redetermination of winners set out in Item 9 of the Schedule. If an entrant does not redeem or collect the prize in accordance with the Promoter's instructions, which may be set out in Item 11 of the Schedule or otherwise notified to the entrant, then the prize will be forfeited.
- 2.13 These Terms and Conditions and any promotional materials connected with this promotion do not include by implication any term, condition, representation or warranty in respect of the quality, merchantability, acceptability, fitness for purpose, condition, description, assembly, image, manufacture, design or performance of any of the prizes, to the fullest extent permitted by law.

3 PRIVACY

- 3.1 The Promoter collects the entrant's personal information to conduct this promotion and may, for this purpose, disclose such information to third parties, including without limitation, to its agents, contractors, affiliated entities, service providers, prize suppliers and Australian regulatory authorities.
- 3.2 The Promoter may, for an indefinite period, unless otherwise advised by the entrant, use the entrant's personal information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any opt out, access, update or correct information request to the Promoter. A copy of the Promoter's privacy policy can be viewed at <http://www.dicksmith.com.au/help/my-account/privacy-policy>.
- 3.3 Prize winners consent to the Promoter using their name, suburb of residence, photo, picture, likeness, image, voice, recording, film and/or footage, and any materials, documents, films, footages, photos, pictures, images, recordings, data, information,

comments and testimonials submitted to the Promoter in any media for an unlimited period without remuneration to promote this promotion (including any outcome) and to promote any products and services that the Promoter supplies and that are related to this promotion. All entries submitted become the property of the Promoter, and will not be returned to the entrant.

4 SOCIAL MEDIA

- 4.1 If the entrant is required to enter this promotion using a Facebook, Twitter, YouTube, Instagram or any other social media website, the entrant agrees:
- (a) to comply with (where applicable) Facebook's, Twitter's, YouTube's, Instagram's and any other social media website's terms and conditions in relation to promotions, including (as applicable) Facebook's Statement of Rights and Responsibilities, Twitter's terms of service, YouTube's terms of service and Instagram's terms of use;
 - (b) that this promotion is in no way sponsored, endorsed or administered by, or associated with (where applicable) Facebook, Twitter, YouTube, Instagram or any other social media website (unless otherwise specified);
 - (c) to release (as applicable) Facebook, Twitter, YouTube, Instagram or other social media website from any and all liabilities that arise in connection with the promotion; and
 - (d) that any questions comments or complaints about this promotion must be directed to the Promoter and not to (as applicable) Facebook, Twitter, YouTube, Instagram or other social media website.

5 GENERAL

- 5.1 All of the Promoter's decisions in connection with this promotion are final and binding, and no correspondence will be entered into regarding the decisions. All decisions are made at the sole and absolute discretion of the Promoter.
- 5.2 Entrants agree to indemnify and keep indemnified the Promoter against all losses, costs, expenses, damages or liabilities that the Promoter suffers or incurs, and against all claims, demands, proceedings, suits and actions made against the Promoter in connection with an entrant's breach of any of these Terms and Conditions
- 5.3 Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 5.4 The Promoter may at its sole and absolute discretion and to the full extent permitted by law:
- (a) invalidate any entry;
 - (b) disqualify any entrant; and/or
 - (c) modify, suspend, terminate or cancel the promotion, as appropriate,
- for any reason the Promoter deems appropriate at its discretion, including without limitation if:
- (d) any entry does not comply with any of these Terms and Conditions, is incomplete or

indecipherable, or is lodged by automatic, repetitive, robotic, programmed or similar entry methods or agents;

- (e) any entrant does not comply with these Term and Conditions or tampers with the entry process;
 - (f) the promotion is not capable of being conducted as reasonably anticipated;
 - (g) any technical difficulty, equipment malfunction, problem with networks or communication lines, traffic congestion, infection by computer virus or bug, bad weather or act of God occurs;
 - (h) any theft, fraud, unauthorised, unexpected or third party access, interference or intervention occurs; and/or
 - (i) any act, omission, failure or delay occurs which is not reasonably within the Promoter's control, or which corrupts or affects the administration, security, fairness, integrity or proper conduct of the promotion.
- 5.5 To the extent permitted by law, the Promoter (including its respective officers, employees, directors, contractors, agents and affiliated entities) is not responsible for and excludes all liabilities (including exclusion of all liabilities for negligence, personal injury, illness and death of any person), losses, expenses, damages, costs, claims, demands, proceedings, actions and suits (whether or not direct, indirect, special and/or consequential) arising as a result of or in connection with any of the following:
- (a) any technical difficulty, equipment malfunction, problem with networks or communication lines, traffic congestion, infection by computer virus or bug, bad weather or act of God occurs;
 - (b) any theft, fraud, unauthorised, unexpected or third party access, interference or intervention occurs;
 - (c) any act, omission, failure or delay occurs which is not reasonably within the Promoter's control, or which corrupts or affects the administration, security, fairness, integrity or proper conduct of the promotion;
 - (d) entry or prize claim that is late, lost, altered or damaged, whether or not due to the Promoter's act, omission or fault;
 - (e) variation in prize value to that stated in these Terms and Conditions (if applicable);
 - (f) entrant's or other person's participation in this promotion;
 - (g) damage caused to any prize in transit before the prize winner takes possession;
 - (h) tax liability incurred by a winner or entrant;
 - (i) use or misuse of the prize;
 - (j) invalidation of any entry;
 - (k) disqualification of any entrant; and/or
 - (l) any cancellation, termination, modification or suspension of this promotion.
- 5.6 If this promotion allows multiple entries and an electronic entry process is involved, the entrant agrees that 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.

- 5.7 The entrant must comply with all additional terms set out in Item 13 of the Schedule.
- 5.8 Where applicable, the permits/licences issued for the conduct of this promotion are set out in Item 12 of the Schedule.