

**Ziff Davis Australia Pty Ltd.**

**GAME OF SKILL COMPETITION**

**TERMS AND CONDITIONS**

1. By participating in the Maximus Game On Competition (the "Competition") promoted by Ziff Davis Australia Pty Ltd (the "Promoter"), you agree to these Official Terms and Conditions (the "Terms and Conditions"). When you enter the Competition, these Terms and Conditions become a contract between you and the Promoter, so read them carefully before participating. This contract includes, without limitation, an indemnification by you of the released parties listed below and a limitation of your rights and remedies.

2. The Promoter's address is Suite 2, Level 9, 100 William Street, Woolloomooloo, NSW 2011. ABN: 35 163 234 357.

3. Entry is open to users who are legally resident in Australia and are eighteen (18) years of age or over. Entrants who are eligible to enter the Competition pursuant to these Terms and Conditions are referred to as "Eligible Entrants."

4. All previous winners of any Competition promoted by Promoter during the nine (9) month period prior to the Selection Date are not eligible to enter. Any individuals (including, but not limited to, employees, consultants, independent contractors and interns) who have, within the past six (6) months, held employment with or performed services for the Promoter or any organizations affiliated with the sponsorship, fulfilment, administration, prize support, advertisement or promotion of the Competition ("Employees") are not eligible to enter or win. Immediate Family Members and Household Members are also not eligible to enter or win. "Immediate Family Members" means parents, step-parents, legal guardians, children, step-children, siblings, step-siblings or spouses of an Employee. "Household Members" means those individuals who share the same residence with an Employee at least three (3) months a year.

5. The Competition commences at 10am AEST on Wednesday, 30<sup>th</sup> September 2020 and closes at 5pm AEST on Monday, 12<sup>th</sup> October 2020 (the "Competition Period"). There will be one (1) winner and twenty (20) runners-up for the Competition (collectively, the "Prize Winner").

6. To enter the Competition, entrants must go to <https://comp.ziffdavis.com.au/maximus-game-on-competition> and answer in fifty words or less

*"Tell us about your lopsided gaming rivalry."*

Only one entry per person will be accepted. Subsequent attempts made by the same individual to submit multiple entries by using multiple accounts or otherwise may result in disqualification of the entrant.

7. Entries submitted by any other means other than as specified in these Terms and Conditions will not be accepted. Any illegible, incomplete or fraudulent entries will be rejected. Use of script, macro or any automated system to enter the Competition is

prohibited and entries made (or which appear to have been made, in Promoter's sole discretion) using any such system may be treated as void. All entries become the property of the Promoter. Participants must follow the directions provided by the Promoter and otherwise be bound by and follow these Terms and Conditions to be eligible to receive a Prize in connection with the Competition. **Participants may not take actions that are negligent, injurious or reckless in pursuit of any prize offered in connection with the Competition. Participants who do not follow this rule will be disqualified from the Competition. Participants alone are responsible for any injuries or other damages that are caused or incurred as a result of their behavior.**

8. Each entry will be individually judged based on literary and creative merit of the answer provided to the promotional question. The one (1) winner and twenty (20) runners-up who meet the judging criteria; 75% creativity, 25% literary will be selected as the winners of the Competition on Tuesday, 13<sup>th</sup> October 2020 (the "Selection Date"). The decision of the judges is final and no correspondence will be entered into with regard to the judges' decision. ***This is a game of skill and chance plays no part in determining the Prize Winner.***

9. The Prize Winner will be notified by email, phone and/or post no later than Wednesday, 14<sup>th</sup> of October 2020. Any runner-up prizes that have not been claimed by the Runners-Up within three (3) months from the day of notification will be reallocated to the next best eligible entry as determined by the judges. The alternative Runners-Up has three (3) months from the day of notification in which to claim their prize or another alternative Prize Winner will be selected.

10. The Prize Winner will be selected and contacted by Promoter in accordance with these Terms and Conditions. If any Prize Winner is determined to be ineligible to receive the Prize, the Promoter may, in its sole and absolute discretion, give away the Prize to an alternative Prize Winner. If you are selected as a Prize Winner, you will be required to privately (e.g., by email or other secure, private means) provide your name, address, age and other personal information necessary to receive the Prize. The name, contact number and address of the Prize Winner will be passed to a third party provider for the purpose of delivery of the Prize. Competitions are subject to all applicable laws, rules or regulations and these Terms and Conditions.

11. There will be one (1) winner and twenty (20) runners-ups (i.e., the "Prize Winner") for the Competition who will receive the following prize(s) (collectively, the "Prize"):

First Prize:

- Two (2) x Xbox Series X valued at seven hundred and forty nine dollars each (\$749AUD).
- An opportunity to attend the IGN Sydney Office to play with a gaming influencer. This will be filmed for advertising purposes.

The total estimated retail value of the First Prize is one thousand, four hundred and ninety eight dollars. (\$1498AUD).

Runners-Up Prizing

- 1 x Maximus drink pack valued at thirty two dollars and ninety cents (\$32.90).
- 1 x \$100 Mastercard gift card

The total estimated retail value of the Runner-Up Prizing is two thousand, six hundred and fifty eight dollars (\$2658AUD)

The total estimated retail value of the Prize is four thousand, one hundred and fifty six dollars (\$4156AUD).

Please note travel costs are not included. Winner must be available and able to travel to IGN's Sydney office in the W/C 26<sup>th</sup> October 2020. Winner must adhere to all health and safety protocols required by Promoter, including COVID protocols.

12. The Prize must be accepted by the Prize Winner as stated and cannot be transferred to another person, exchanged for other goods and services or redeemed as cash in whole or in part. Any element of a Prize which is not accepted will be forfeited, and no compensation will be paid in lieu of that element of the Prize. Should a Prize be unavailable at the time that the Promoter seeks to acquire the Prize for the Prize Winner, Promoter reserves the right, in its sole and absolute discretion, to substitute with an alternative of equal or greater value or to substitute a cash alternative for any Prize. The Promoter accepts no responsibility for any variation of the Prize or any aspect of the Prize due to circumstances outside its reasonable control. In any such event, an alternative Prize or element of the Prize will be arranged. You agree that the Prize is awarded on an "as is" basis and that neither the Promoter nor any of its parents, subsidiaries or affiliated companies make any representations or warranties of any nature with respect to the Prize. Each Prize Winner in the Competition is solely responsible for any and all applicable taxes (including income and withholding taxes on any Prize), regardless of whether the Prize, in whole or in part, is used. The actual retail value of any Prize is based on available information provided to Promoter and the value of any Prize awarded to the Prize Winner must be reported for tax purposes as required by law. Prizes may subject to the terms and conditions of a third party prize provider which will be made available by such third party; in such instance, any complaints or queries relating to the use of the Prize should be directed to such third party prize provider.

13. As a condition of accepting a Prize, the Prize Winner, and any other person(s) sharing the Prize with the Prize Winner, may be required to sign legal documentation as and in the form required by the Promoter including but not limited to a further agreement to exclude liability of the Promoter for certain loss, damage or injury arising from the use or participation in a Prize to the extent the Prize is or includes a recreational service or activity.

13. Except for any liability for death or personal injury caused by its negligence, fraud or any other liability that cannot be excluded by law, the Promoter and its parent companies, subsidiaries, affiliated companies, units and divisions, and the current and former officers, directors, employees, shareholders, agents, successors and assigns of each of the foregoing, and all those acting under the authority of the foregoing or any of them (including, but not limited to, advertising and promotional agencies and prize suppliers) (collectively, the "Released Parties") exclude all liability, claims, actions, injury, loss, damages, liabilities and obligations of any kind whatsoever (collectively, "Claims"), whether known or unknown, suspected or unsuspected, which entrants have ever had, now have, or hereafter can, shall or may have, against the Released Parties (or any of them), including, but not limited to, all Claims for personal injury, theft, unauthorised

access or third party interference arising from or related to: (a) the Competition; and (b) the receipt, ownership, use, transfer, sale or other disposition of the Prize, including, but not limited to, claims for personal injury, death, and/or property damages.

14. Nothing in these terms and conditions is intended to exclude, restrict or modify rights which you may have under any law (including the Australian Consumer Law ("ACL"), and consumer guarantees relating to goods or services under the ACL) which may not be excluded, restricted or modified by agreement ("Your Consumer Rights"). Subject to Your Consumer Rights, the Promoter is not liable for any loss or damage however caused (including by negligence), suffered or incurred in connection with the Promotion or the prize. Any condition or warranty which would be implied by law into these terms and conditions is excluded.

15. The Promoter is not responsible for any problem or technical malfunction of any website or communications network or any late, lost, incorrectly submitted, delayed, ineligible, incomplete, corrupted or misdirected entry whether due to error, transmission interruption or otherwise. The Promoter reserves the right to disqualify any entrant submitting an entry which, in the opinion of the Promoter, includes objectionable content, including but not limited to profanity, nudity, potentially insulting, scandalous, inflammatory or defamatory images or language. The Promoter's decision is final.

16. If, for any reason, the Competition is not capable of running as planned, including, but not limited to, infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the reasonable control of the Promoter which corrupt or affect the administration security, fairness, integrity or proper conduct of this Competition, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, and/or to cancel, terminate, modify or suspend the Competition. The Promoter assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of, entries beyond its reasonable control. The Promoter is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any entry to be received by the Promoter on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to participant's or any other person's computer related to or resulting from participation or downloading any materials in this Competition. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR THE INFORMATION ON A WEBSITE, OR TO OTHERWISE UNDERMINE THE LEGITIMATE OPERATION OF THIS COMPETITION, 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.

17. The Prize Winner, by acceptance of the Prize, grants to Promoter and its parents, subsidiaries, affiliates, designees and assigns the right to publicize his or her name, address (city and country of residence), photograph, voice, statements and/or other likeness and prize information for advertising, promotional and/or trade and/or any other purpose ("Winner Information") in any media or format now known or hereafter devised, throughout the world, in perpetuity, without limitation and without further compensation, consideration, permission or notification, except where prohibited by law. The Prize

Winner agrees to participate in reasonable publicity activities surrounding the Competition as requested by the Promoter. By acceptance of the Prize, the Prize Winner also grants the Promoter and its parents, subsidiaries, licensees, successor and assigns, a perpetual, fully-paid, irrevocable, non-exclusive license to reproduce, prepare derivative works of, distribute, display, exhibit, transmit, broadcast, televise, digitize, perform and otherwise use and permit others to use, and throughout the world, their entry materials in any manner, form, or format now known or hereinafter created, including on the internet, and for any purpose, including, but not limited to, advertising or promotion of the Competition, the Promoter and/or its products and services, without further consent from or compensation to the Prize Winner. **By entering the Competition, entrants consent to receive notification of future promotions, advertisements or solicitations by or from Sponsor and/or Sponsor's parent companies, affiliates, subsidiaries and business partners, via email or other means of communication.**

18. These terms and conditions are governed by the laws of New South Wales, Australia. The courts of New South Wales, Australia shall have exclusive jurisdiction to hear any dispute or claim arising in association with the Competition or these terms and conditions.

19. Without limiting the foregoing, personal information provided by entrants in connection with this Competition will be handled in accordance with data protection legislation and in accordance with the Promoter's privacy policy, which may be found [here](#). Entrants should direct any request to access, update or correct information to the Promoter.

20. Although the Competition may be featured on Twitter, Facebook and/or other social media platforms, the Competition is in no way sponsored, endorsed, administered by, or association with Twitter, Facebook and/or such other social media platforms and you agree that you release Twitter, Facebook and all other social media platforms from any claims, damages or losses associated with the Competition.

21. A list of Competition winners can be made available on request by writing after the Selection Date to the offices of the Promoter: Ziff Davis Australia Pty Ltd, Suite 2, Level 9, 100 William Street, Woolloomooloo, NSW 2011. A stamped addressed envelope must be included with the request. Any complaints or queries relating to the Competition should be directed to the Promoter by email at [rsvp\\_au@ziffdavis.com](mailto:rsvp_au@ziffdavis.com).

**BY ENTERING, YOU AGREE THAT YOU HAVE READ AND AGREE TO ALL OF THESE TERMS AND CONDITIONS.**