

Acumentis Secret Diaries Challenge

TERMS AND CONDITIONS

All sections and information in this document form part of these Terms and Conditions. Information on how to enter and the prizes 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 to Entry Conditions

Item	Subject	Details
1	Promoter	Name: Acumentis Group Limited ACN: 102 320 329 Address: Level 7, 283 Clarence Street, Sydney NSW 2000 Phone: 1300 882 401 (Promoter)
2	Who may enter?	Entry is only open to residents of Australia over the age of eighteen (18) years who see the Promotion via the Promoters digital channels ("Eligible Entrant"). 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, child or stepchild (whether natural or by adoption), parent, stepparent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, stepbrother, stepsister or 1 st cousin, whether or not they live in the same household as the director, manager, employee, officer or contractor.
3	Promotional Period	The promotion commences at 8:00am AEST on 1 st September 2021 and closes at 5.00pm AEST on 31 st October 2021 ("Promotional Period").
4	(a) How to enter?	The Entrant must "Visit the promotional webpage at https://www.acumentis.com.au/diaries
	(b) How to enter?	To enter, Eligible Entrants must complete the following during the Promotional Period: (i) Provide their contact details (name, email id) (ii) Provide a photo with a caption explaining why it made you laugh or shake your head (iii) Give us consent to use the photo on digital channels while we keep the entrant's details confidential
	(c) Maximum number of entries	Multiple entries accepted.
5	(a) Prize	The prize will be a \$500 Eftpos gift card.
	(b) How the winner is determined	All eligible Entries will be judged by a panel of appointed judges by 12:00pm (AEST) on 4 th of November at 35 Boundary Street Brisbane Qld 4101 to determine one (1) winner. All eligible Entries will be judged on a basis of originality and creative merit. This is a game of skill and chance plays no part in determining the winner.
	(c) Maximum value of prize	The maximum value of the prize is \$500.
6	Winner notification	The winner will be notified in writing by email on 11 th November 2021.
7	Winner publication	Not applicable.
8.	Redraw or redetermination of winner	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

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		forfeit the prize, and the Promoter may award the prize to another entrant who the Promoter's judges select.
9	Permit numbers	Not applicable.
10	Additional terms	Not applicable.

1 ENTRY

- 1.1 Entry is only open to those specified in Item 2 of the above Schedule to Entry Conditions ("**Schedule**").
- 1.2 To enter, eligible Entrants must follow the instructions specified in Item 4(a) of the Schedule.
- 1.3 Entrants must not enter more than the number of times specified in Item 4(b) of the Schedule.
- 1.4 All entries must be received by the Promoter by or in the period indicated in Item 4(a) of the Schedule.
- 1.5 The Promoter may, at any time, verify the validity of Entrants and entries (including an Entrant's identity, age and place of residence). 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 costs with entering this promotion (including without limitation, costs in accessing any website) is the Entrant's responsibility.
- 1.8 Entries will be deemed accepted at the time of receipt by the Promoter and not at the time of transmission. Entries received will be considered final by the Promoter. Incomplete, inaccurate, erroneous, ineligible or incomprehensible Entries will be deemed invalid. The Promoter accepts no responsibility for late, lost or misdirected Entries. Contact details entered incorrectly by an Eligible Entrant will deem their Entry invalid.
- 1.9 If this promotion involves the Entrant submitting any photographs, images, films, recordings, footages, videos, sms or mms messages, testimonials, comments, artistic works, literary works, information, 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 12 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 or otherwise unsuitable or inappropriate;
 - (b) the Entrant must not submit any Content that breaches or may breach any intellectual property, privacy, publicity or other rights;
 - (c) the Content is the Entrant's own 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 to in relation to the use of the Content for this promotion;
 - (f) the Content has not been published previously or used in any other promotion;
 - (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 reject, remove 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 1.10 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 and display the Content for any purpose and in any media and medium, without compensation, liability, restriction on use, attribution of the Entrant's moral rights. Entrants warrant that they have full authority and rights to grant such rights to the Promoter.
- (l) the Entrants must not assert any moral rights in connection with the Content.

- 1.10 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.
- 1.11 The use of any automated entry software or any mechanical, electronic or other means that allows an Eligible Entrant to automatically enter repeatedly is prohibited and will render all Entries submitted by that Eligible Entrant invalid.

2 PRIZES

- 2.1 The prizes in this promotion include the prizes set out in Item 5(a) of the Schedule. The Entrant agrees to any terms relating to the prizes set out in Item 5(a) of the Schedule.
- 2.2 Prize winners will be selected in accordance with the method set out in Item 5(b) of the Schedule.
- 2.3 Prize winners will be notified in accordance with the terms set out in Item 6 of the Schedule, and their names and/or suburbs will be published in accordance with the terms set out in Item 7 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 provided by an Entrant.
- 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 being eligible to claim 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 5(c) 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.
- 2.10 Prizes are awarded subject to the standard terms and conditions of individual prize and service providers.
- 2.11 Any ancillary costs associated with redeeming a prize (including without limitation, transportation 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 8 of the Schedule.
- 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 <https://www.acumentis.com.au/privacy-policy/>.

- 3.3 Entrants consent to the Promoter using their name, suburb of residence, photo, likeness, image, voice, recording, film and/or footage in any media for an unlimited period without remuneration to promote this promotion (including any outcome), and promote any products and services that the Promoter supplies or distributes.

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); and
 - (c) 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, subject to any directions from any regulatory authority, if applicable. 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 or is likely to suffer or incur, and against all claims, demands, proceedings, suits and actions against the Promoter in connection with an Entrant's breach of any of these 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 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, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) 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 the Promotion.
- 5.5 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 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.

- 5.6 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, 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; and/or
 - (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;
 - (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.
- 5.7 The Entrant must comply with all additional terms set out in Item 10 of the Schedule.
- 5.8 Where applicable, the permits/licences issued for the conduct of this promotion are set out in Item 9 of the Schedule.