

https://info.qmsmedia.com/sxsw-sydney-2025-competition

QMS MEDIA TRADE PROMOTION TERMS AND CONDITIONS

REFERENCE SCHEDULE TO TERMS AND CONDITIONS OF ENTRY			
No.	Item	Particulars	
1	Promotion	WIN a QMS Digital Out of Home campaign to the value of \$50,000.00.	
2.	Promotor	The promoter is QMS Media Pty Limited ACN 603 037 341 (QMS) of Level 6, 11 Eastern Road, South Melbourne Victoria 3205	
3	Promotion Period	Start: 9:00AM AEDT Monday, 13 October 2025 End: 11.59PM AEDT Sunday, 19 October 2025	
		No entries will be accepted outside this time.	
4	Eligible Entrant	Subject to paragraph 5 of the Terms and Conditions, entry to the Promotion is open to delegates who attend SXSW Sydney® held at Tumbalong Park and the International Convention Centre in Darling Harbor as well as other various venues across Sydney between Monday, 13 October 2025 and Sunday, 19 October 2025 (the Event).	
		All entrants must be 18 years or older and must reside in the Australian states of New South Wales, Victoria, Queensland, South Australia, or Western Australia at the commencement of the Promotion Period.	
5	Entry	To enter this Promotion an entrant must, during the Promotion Period: 1. Visit https://info.qmsmedia.com/sxsw-sydney-2025-competition 2. Enter their full name, email address, telephone number, place of work and state of residence. 3. Answer the following question: In 25 words of fewer, tell us how QMS' Digital Out of Home network can make your brand great in 2026 No purchase or payment of any kind is necessary to enter the Promotion. Entries are limited to one (1) entry per person during the Promotional Period. If more than one entry is submitted by an entrant, only the first entry will be considered by the Promotor. Entries may be submitted at any time during the Promotional Period. Once an Entry is submitted, entrants acknowledge that the Entry may not be altered or deleted (except as and where required by the Promoter). By entering the Promotion, entrants agree to receive future marketing communications from the Promoter. For the Promotor's full terms and conditions please visit: https://info.qmsmedia.com/sxsw-sydney-2025-competition	
6	Prize	The Prize is a QMS Digital Out of Home campaign to the media value of \$50,000.00. This Prize is redeemable for the display of digital advertising space on the Promotor's digital asset/s as nominated by the Promotor and is calculated in accordance with the Promotor's published rate card rate for	



		that accords. The Prize must be redeemed ever one (1) compaign during
		that asset/s. The Prize must be redeemed over one (1) campaign during the period commencing Monday, 5 January 2026 and concluding Friday, 28 August 2026. If the Prize is not redeemed during this period, the Prize is forfeited.
		The Prize is for digital advertising space only and excludes the City of Sydney Network as well as any production and installation fees. The timing of and site location for the display of the winner's advertising is at the discretion of the Promoter, however the Promoter will work with the winner in an endeavor to meet their campaign requirements.
		The use of the Prize is subject to the Promotor's usual booking order and terms and conditions. It must be communicated by the winner that the Prize is being redeemed at the time of briefing and the Prize cannot be redeemed to replace booked revenue.
		The Prize is not exchangeable or redeemable for cash.
8	Judging Criteria	The Promotion is a game of skill.
		All valid Entries will be individually judged (by representatives of the Promoter) on the creativity of the response to the question.
		Chance plays no part in determining the winning Entry.
		All valid Entries will be individually judged by representatives of the Promotor (in the Promotor's sole and absolute discretion) by 5.00pm AEDT on Tuesday, 21 October 2025 at the Promotor's office.
	Judging and notification	All valid Entries will be judged based on the Judging Criteria. The Promotor will notify the winner via email (as provided in the Entry) on Tuesday, 21 October 2025 once the Promotor determines the winning Entry.
		The winner of the Prize will be published here: QMS Media website – https://info.qmsmedia.com/sxsw-sydney-2025-competition
		Entry into the Promotion will be invalid if:
	Invalid Entry	The entrant is not an Eligible Entrant or there is a dispute as to the identity of the entrant;
		2. The entrant is identified by the Promotor as residing in the Northern Territory, Tasmania or the Australian Capital Territory;
9		3. The entrant does not provide their full name, email address, telephone number, place of work and/or state of residence;
9		4. The entrant is not over 18 years of age; or
		5. The answer to the Entry question:
		a. is incomplete, indecipherable or illegible;
		b. infringes a third party's intellectual property rights; or
		 c. in the Promoter's opinion, includes objectionable content such as profanity, or is potentially insulting, inflammatory or defamatory to the Promoter or the Event.
10	Permit number	Not applicable



TERMS AND CONDITIONS OF ENTRY

- Information on how to enter, the Judging Criteria and Prize details including those contained in the Reference Schedule form part of these terms and conditions of entry (**Terms and Conditions**). Entry into the Promotion is deemed as acceptance of these Terms and Conditions. Any Entry not complying with these Terms and Conditions and Reference Schedule is invalid.
- 2. To the extent of any inconsistency between the Reference Schedule and these Terms and Conditions, the Reference Schedule prevails.
- 3. The "Promoter" of the Promotion is QMS Media Pty Limited ACN 603 037 341 (QMS) of Level 6, 11 Eastern Road, South Melbourne Victoria 3205.

Who can enter

- 4. Entry to the Promotion is only open to entrants described in Item 4 of the Reference Schedule.
- 5. The directors, management and employees (and their immediate families) of the Promoter and its related entities, printers, suppliers, providers and agencies who are directly associated with the conduct of this Promotion, are ineligible to enter the Promotion.
- 6. No purchase or payment is necessary to enter the Promotion or to win the Prize set out in Item 6 of the Reference Schedule.
- 7. The Promoter reserves the right to request entrants provide proof of age, drivers licence, identity and residency prior to redeeming the Prize. The Promoter may determine, at its discretion, what form of identification is suitable for verification.

How to enter

- 8. Entry to the Promotion is open for the Promotion Period set out in Item 2 of the Reference Schedule.
- 9. To enter the Promotion, entrants must follow the steps of Entry in Item 5 of the Reference Schedule. Failure to do so will result in an Invalid Entry. The Promotor will not advise an entrant if their entry is deemed invalid.
- 10. The Promoter accepts no responsibility for late, lost, delayed, incomplete, illegible, or misdirected entries by the entrant.
- 11. Each entrant may enter only one (1) Entry in the Promotion during the Promotion Period.
- 12. Entries can only be made in an individual's own name and in their own capacity and no entry can be made for or on behalf of any other person or organisation.
- 13. Any costs associated with accessing the internet to participate in this Promotion are the entrant's responsibility and are dependent on the entrant's internet service provider.



14. The Promoter reserves the right to verify the validity of entries and to disqualify any entrant who tampers with the registration process or who submits an entry that is not in accordance with these Terms and Conditions.

Selection of winning Entry

- 15. The Promoter will generate a list of valid Entries. Each valid Entry will be individually judged (by representatives of the Promotor) based on the Judging Criteria set out in Item 7 of the Reference Schedule.
- 16. The winning Entry will be determined on the date set out in Item 8 of the Reference Schedule at the Promotor's premises.
- 17. Chance plays no part in determining the winner of this Promotion.
- 18. The winner will be notified via the method set out in Item 8 of the Reference Schedule.
- 19. The winner must acknowledge acceptance of and claim their Prize by replying to the Promotor's email with requested details. This must be received by the Promoter no later than 12:00PM AEDT Monday, 3 November 2025.
- 20. If for any reason a winner does not acknowledge, accept and claim their Prize by 12:00PM AEDT Monday, 3 November 2025, the Prize will be forfeited and at the sole and absolute discretion of the Promotor, each remaining valid Entry will be individually judged (by representatives of the Promotor) based on the Judging Criteria set out in Item 7 of the Reference Schedule and a new winner may be determined.
- 21. The new winner will be notified on Tuesday, 4 November 2025 and has 14 days to claim the Prize. If the new winner accepts the Prize they are to be read as the winner for the purposes of these Terms and Conditions. If the new winner does not claim the Prize by 12:00PM AEDT on Tuesday, 18 November 2025 the Prize will be forfeited and no further winners will be determined.
- 22. The Promoter will have no liability for a winner's failure to receive notices due to winner's spam, junk email or other security settings or for a winner's provision of incorrect or otherwise non-functioning contact information.
- 23. The Promoter's decision in relation to any aspect of the Promotion and, in particular, the selection of the winner, is final and binding on each person who enters. No challenge to the decisions of the Promoter will be accepted or acted upon in any way.

The Prize

- 24. The Prize for the Promotion is set out in Item 6 of the Reference Schedule.
- 25. The value of the Prize package is based on the Promoter's published rate card rate, plus GST (where applicable). The value of the Prize is accurate at the date of commencement of the Promotion Period. The Promoter accepts no responsibility for any variation in Prize value.
- 26. The Prize must be taken as offered and cannot be varied. The Prize, or any part of the Prize, are not transferable or exchangeable and cannot be taken as cash (except where cash is specified). The Prize will be subject to the Promoter's booking terms



and conditions.

- 27. Any and all ancillary costs associated with redeeming any of the Prize package, including but not limited to production and installation costs, are not included in the Prize and are the sole responsibility of the winner.
- 28. In the event for any reason a winner does not take the Prize during the period specified by the Promotor in item 6 of the Reference Schedule, then the winner will forfeit the Prize and cash will not be supplied in lieu of the Prize.

Exclusion of liability

- 29. To the extent permitted by law, the Promoter (including each of its officers, employees and agents) will not be liable for any loss, damage or personal injury (including liability in negligence) or any loss of opportunity whether direct, indirect, special or consequential arising in any way out of the entrant's participation in the Promotion or in connection with the Prize. The Promoter accepts no responsibility for any tax liabilities that may arise from winning the Prize.
- 30. Except for any liability which cannot be excluded by law, the Promoter:
 - 30.1. is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, technical problems or traffic congestion on any computer system or at any website, or any combination thereof in connection with this Promotion:
 - 30.2. accepts no responsibility for any incorrect or inaccurate information, either caused by users or by any of the equipment or programming associated with or utilised in connection with this Promotion, or by any technical error that may occur in the course of this Promotion; and
 - 30.3. accepts 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 or entrants' details.

Intellectual Property

- 31. Without limiting any of the provisions of these Terms and Conditions, the Promoter requires that any entry fully complies with these Terms and Conditions and must not include or make reference to the intellectual property rights of any person, including, without limitation, any visible logos, drawings, cartoons, phrases, trademarks, copyrighted material, mark that identifies a brand or other third party materials.
- 32. Any entries that contain content that the Promoter, in its sole discretion, considers to be offensive, inappropriate, or encourages to infringe any intellectual property rights or other rights of any person, corporation or entity, or is otherwise contrary to the law will not be accepted as eligible entries into the Promotion. This includes, but is not limited to, any entry which the Promoter considers to be disparaging to its products and/or services or is otherwise not in keeping with the spirit of the Promotion. The Promoter may remove any content without any notice to the entrant for any reason whatsoever.



- 33. By uploading, commenting or otherwise making available any content in connection with the Promotion, the entrant grants to the Promoter a non-exclusive, worldwide, royalty free, perpetual licence to use, publish, reproduce and otherwise exploit that content in any form for any purpose. Each entrant acknowledges that any intellectual property rights created by them in taking part in this Promotion vests in the Promoter upon creation. To the extent any ownership does not vest in the Promoter they assign all intellectual property rights (if any) as a result of this Promotion. Each entrant unconditionally, perpetually and irrevocably waives any moral rights (as defined in the *Copyright Act 1968* (Cth) that they have in any content or other intellectual property created as a result of this Promotion.
- 34. "Intellectual property rights" means all present and future intellectual and industrial property rights throughout the world, including (but not limited to) all rights in respect of copyright in all literary works, artistic works, any other works or subject matter in which copyright subsists and may in the future subsist.

Privacy and publicity

- 35. The names and suburb/town of the winner will be published by the Promoter on the Promoter's website listed in Item 8 of the Reference Schedule.
- 36. By entering the Promotion, the entrant consents to any personal information requested as part of the Promotion being entered into the Promotor's database and the Promotor may use some of the entrant's personal information for future promotional, marketing and publicity purposes in various forms. Personal information will not otherwise be disclosed unless permitted or required by law. If the information is not collected, your entry into the Promotion may be invalid. If the entrant no longer consents to their details used for future marketing purposes, the entrant should contact the Promoter via the details set out below. Any request to update, modify or delete the entrant's details should also be directed to the Promoter.
- 37. By participating in this Promotion, each entrant understands and agrees that the Promoter and its related entities may use and disclose the information provided by them in relation to this Promotion for the purpose of conducting this Promotion including by providing any personal information of the winner to third parties (including prize suppliers) for the purpose of administering the Promotion and for any of the purposes set out in the Promoter's privacy policy, which is available at https://www.qmsmedia.com/privacy-policy/
- 38. An entrant can request to access, update or correct any personal information held about them by the Promoter by contacting the Promotor at https://www.qmsmedia.com/contact/ or writing to the QMS Media Company Secretary, Level 6, 11 Eastern Road, South Melbourne Victoria 3205.
- 39. It is a condition of acceptance of any Prize that any winner consents to the Promoter and its related bodies corporate and their agents using the winner's name, image, likeness and/or voice in promotional and other material. Without limitation, the winner consents to being filmed, photographed or otherwise recorded while taking or using any Prize, and they consent to the Promoter (or that of a third party involved with the Promotion) copying, broadcasting or communicating to the public any such film or image anywhere in the world for an unlimited period, or allowing any third person to do so, including repeating any such broadcast, film or other recording, without compensation, for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.



Termination

- 40. In the case of the intervention of any outside act or event which prevents or significantly hinders the Promoter's ability (or that of a third party involved with the Promotion) to proceed with the Promotion on the dates and in the manner described in these Terms and Conditions and the Reference Schedule, including but not limited to computer virus, mobile phone failure, line drop out, bugs, tampering, unauthorised intervention, fraud, technical failures, the event of war, terrorism, state of emergency, epidemic, pandemic, government (state or federal) orders, venue unavailability or natural disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the Promotion, subject to State regulation.
- 41. If for any reason this Promotion is not capable of running as planned, but not limited to, the current and ongoing impact of the COVID-19 Coronavirus pandemic, infection by computer virus, website unavailability, network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter reserves the right in its sole discretion (subject to State regulation) to cancel, terminate, modifyor suspend the Promotion.

Disputes

42. In the event of a dispute, entrants must contact the Promoter and attempt to resolve the dispute in good faith. If the matter can't be resolved, either party may refer the matter to a mediator. The costs of the mediation will be shared equally between the parties.

Consumer law

43. 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 any similar consumer protection laws in the State and Territories of Australia.