



## REFERENCE SCHEDULE – PROMOTION DETAILS

No.	Item	Particulars
1	Promotion	M360 – Conference Ticket Promotion  This is a game of chance. Skill plays no part in determining the winner.
2.	Promotor	The promotor is QMS Media Pty Limited ACN 603 037 341 ( <b>QMS</b> ) of 214 Park Street, South Melbourne Victoria 3205
3	Promotion Period	Start: 9.00am AEST Monday 20 <sup>th</sup> June 2022 End: 5.00pm AEST Wednesday 29 <sup>th</sup> June 2022  No entries will be accepted outside this time.
4	Eligible Entrant	Entry to the Promotion is open to all Australian based media and advertising agency employees and direct advertisers of the Promotor that are over the age of 18 and reside within Australia, excluding residents of South Australia and the Australian Capital Territory, at the date of commencement of the Promotion Period.
5	Entry	To enter this Promotion an Eligible Entrant must, during the Promotion Period:  <ol style="list-style-type: none"> <li>follow the Promotor on LinkedIn and like or comment on the Promotor’s LinkedIn launch post for the Promotion (which goes live on Friday 17th June 2022); and</li> <li>email <a href="mailto:marketing@gmsmedia.com">marketing@gmsmedia.com</a>, with subject line ‘QMS M360 Conference Ticket Promotion’ and provide the following: full name, position, agency or direct client name, email address and telephone number.</li> </ol> Eligible Entrants are limited to one Entry per person during the Promotional Period.
6	Prize	The Prize is 1 x 2 day ticket to the Mumbrella360 conference in Sydney on 21 and 22 July 2022, valued at \$2,099 + GST, including access to the 2022 M360 cocktail party.  The total Prize pool for this Promotion is \$8,396 plus GST.  *Prize is the ticket only. Any additional costs incurred in the use of the ticket, including but not limited to flights, accommodation and transfers, will be at the cost of the winner. **Prize is not redeemable for cash.
7	Draw date and time	The draw will take place on Friday, 1 <sup>st</sup> July at 12pm AEST at the Promotor’s office. The Promotor will select winners at random.  The first four (4) valid Entries drawn will be deemed prize winners and will be awarded one of the four (4) Prizes.  In the event an Invalid Entry is drawn, the next valid Entry drawn will be awarded the Prize.



8	<b>Winner notification method and public announcement</b>	The Promotor will notify each of the four (4) winner via email (as provided in the Entry) on Friday, 1 <sup>st</sup> July 2022 after the draw is completed.  Winners of all Prizes will be published here: QMS Media website – <a href="https://www.qmsmedia.com">https://www.qmsmedia.com</a>
9	<b>Invalid Entry</b>	Entry into the Promotion will be invalid if: 1. the entrant is not an Eligible Entrant; 2. the entrant is identified by the Promotor as not following the Promotor on LinkedIn and not liking or not commenting on the Promotor’s LinkedIn launch post for the Promotion; or 3. the entrant does not provide their full name, email, agency or direct agency name, position and telephone number.
10	<b>Permit number</b>	Not applicable

*\*All times expressed above are AEST.*

## **TERMS AND CONDITIONS**

1. Information on how to enter, the draw and prize details including those contained in the Reference Schedule form part of these terms and conditions (**Terms and Conditions**). Entry into the Promotion is deemed acceptance of these Terms and Conditions.
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 214 Park Street, South Melbourne Victoria 3205.

### **Who can enter**

4. Entry to the Promotion is only open to Eligible 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 a 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, Eligible Entrants must follow the steps 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 Eligible Entrant.
11. Each Eligible Entrant may enter only one 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 Eligible Entrant's responsibility and are dependent on the Eligible 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 winners**

15. The Promoter will generate a list of all valid Entries.
16. Four (4) winners will be drawn at random from the Entries on the date set and time out Item 7 of the Reference Schedule at the Promotor's premises.
17. Skill plays no part in determining any winner of this Promotion. Each of the relevant winners of the Promotion will be drawn by one (1) appointed representative of the Promoter who will assess the Entry in accordance with the criteria described in Item 9 of the Reference Schedule.
18. Each winner will be notified via the method set out in Item 8 of the Reference Schedule.
19. The Promoter's decision in relation to any aspect of the Promotion and, in particular, the selection of the winners, 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 Prizes**

20. The Prizes for the Promotion are set out in Item 6 of the Reference Schedule.
21. The Prize value is based on the recommended retail price, plus GST (where applicable). The values of the Prizes are accurate at the date of commencement of the Promotion Period. The Promoter accepts no responsibility for any variation in Prize value.
22. The Prizes must be taken as offered and cannot be varied. The Prizes, or any part of the Prizes, are not transferable or exchangeable and cannot be taken as cash (except where cash is specified). The Prize will be subject to the issuer's terms of use and are valid for the dates of the 2022 Mumbrella360 conference.
23. Any ancillary costs associated with redeeming any of the Prizes, including but not limited to flights, accommodation, travel costs, spending money or meals, are not included. These costs are the sole responsibility of the winners.
24. In the event for any reason a winner does not take the Prize when specified by the Promoter, then the winner will forfeit the Prize and cash will not be supplied in lieu of the Prize, If any of the Prizes are not available for any reason, the Promoter reserves the right in its absolute discretion to substitute an alternative prize to the same and equal recommended retail value and/or specification.
25. Once a Prize has been dispatched to the winner, the Promoter takes no responsibility



for the Prize being damaged, delayed or lost in transit.

### **Exclusion of liability**

26. 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 any of the Prizes. The Promoter accepts no responsibility for any tax liabilities that may arise from winning a Prize.
27. Except for any liability which cannot be excluded by law, the Promoter:
  - 27.1. 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;
  - 27.2. 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
  - 27.3. 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**

28. 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.
29. Any entries that contain content that the Promoter, in its sole discretion, considers to be offensive, inappropriate, or encourages or 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.
30. 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.
31. "*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**

32. 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/>
33. An entrant can request to access, update or correct any personal information held about them by the Promoter by contacting the Promoter at <https://www.qmsmedia.com/contact/> or writing to the QMS Media Company Secretary, 214 Park Street, South Melbourne Victoria 3205.
34. 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**

35. 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 in 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.
36. 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, modify or suspend the Promotion.

### **Consumer law**

37. 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.