

Maia Financial Business Response Survey Prize Draw

Game of Chance – Terms & Conditions

Terms and Conditions

- 1) These terms and conditions (**Terms**) govern the Maia Financial Business Response Survey Prize Draw (**Competition**) and contain information on how entrants may enter the Competition. Entry into the Competition is deemed acceptance of these Terms by the Entrant.
- 2) The promoter is Maia Financial Pty Limited (ABN 96 008 655 025, ACN 008 655 025) of Level 5, 88 Phillip St, Sydney NSW 2000, Australia (telephone number 1300 134 214) (**Promoter**).
- 3) LinkedIn is not a participant in, or promoter or sponsor of, the Competition.

Duration

- 4) All references to time in these Terms are references to the local time in Sydney, New South Wales, Australia. The Competition commences at 9:00am on Monday 12 October 2020 and closes at 11.59pm on Sunday 25 October 2020 or such later time as determined by the Promoter in its absolute discretion (**Competition Period**).

Eligibility to enter

- 5) The Promoter has or will invite Eligible Entrants (defined below) to participate in the Competition, by sending an email or sharing a social media post including the survey link.
- 6) To be eligible to enter the Competition, the entrant must satisfy the following criteria (an **Eligible Entrant**):
 - a. a professional employed by a government or private organisation
 - b. Maximum of 18 years of age at time of entry;
 - c. a resident of Australia or New Zealand; and
 - d. not an employee or immediate family member of the Promoter or an agent of the Promoter who is connected with the Competition.
- 7) No purchase of products or services is required for eligibility to enter.

Entry into the Competition

- 8) To enter, an Eligible Entrant must, during the Competition Period, complete the following steps:
 - a. Receive a link to participate in the Maia Financial Business Response Survey (the **Survey**) by way of email invitation or a social media post;
 - b. Click on the online Survey link contained within the email or social media post; and
 - c. Complete the Survey by answering the survey questions and submitting the completed survey.
- 9) Only one entry per person is allowed, however any Entrants that complete the additional survey questions (which will be provided by the Promoter after the Entrant completes the Survey) shall be treated as having two entries in the Competition (such that their chance of winning the random draw doubles).
- 10) The Promoter may deem invalid and disqualify any Survey responses which are offensive or incomplete, includes any objectionable, profane, insulting or inflammatory material or which violates any law or policy of LinkedIn or the social media policy of the Promoter.

Selecting winners & prize

- 11) There will be a single winner of the Competition.
- 12) The winner of the Competition will be selected by computerised random draw at Level 5, 88 Phillip St, Sydney NSW 2000, at midday on Monday 16 November 2020 or, if the Competition Period has been extended past this date, the first Monday following the expiry of the Competition Period.
- 13) The winner will be notified by email within one day of selection of the winner. It is the Entrant's responsibility to keep the Promoter notified of any changes to its email address.
- 14) The prize to be awarded to the Winner is a SONOS One SL microphone-free speaker valued at A\$269 RRP (excl GST).
- 15) The Promoter may request that the winner provide proof of identity, proof of age, proof of employer and proof of residency to the Promoter's reasonable satisfaction before awarding the Prize. If the winner does not provide proof of identity, proof of age or residency to the Promoter's reasonable satisfaction within 1 month after being selected as a winner, the promoter may forfeit the Prize.
- 16) The Prize will be delivered to the Winner's preferred delivery address within Australia or New Zealand.
- 17) The winner must accept the Prize within 1 month after being selected as the winner. If the winner does not accept the Prize within 1 month after being selected as the winner, the Promoter will hold an unclaimed prize draw on 16 December 2020 at the Promoter's office again by computerised random draw. The winner of the unclaimed prize draw will be notified by email.
- 18) If the prize is unavailable, the Promoter may substitute the Prize with a substitute Prize, provided that the substitute Prize is of the same or similar value or specification as the Prize.

Liability and variation of terms

- 19) If insufficient entries are received, the Promoter may, in its sole discretion, elect to cancel the Competition.
- 20) Nothing in these Terms 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 the *Australian Securities and Consumer Act 2010* (Cth) or *Consumer Guarantees Act 1993* (NZ) or similar consumer protection laws in the State and Territories of Australia or New Zealand (**Non-Excludable Guarantees**). Subject to the foregoing, to the extent permitted by law, neither the Promoter nor its agents will be responsible for the quality of any Prize once issued.
- 21) Despite anything to the contrary, to the maximum extent permitted by law (including the Non-Excludable Guarantees), the Promoter its related bodies corporate and their respective officers, employees, contractors and agents (**Competition Parties**) will not be liable for, and each Entrant indemnifies, waives and releases the Promoter and the Competition Parties in respect of all liability (including but not limited to all expenses, costs, damages, claims, losses) however arising, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise, in any way arising out of or in connection with:
 - a. any losses, damages, expenses or costs suffered or incurred by an Entrant;
 - b. any personal injury or death;
 - c. use or enjoyment of the Prize in any way;
 - d. the Winner being unable to use or enjoy the Prize;

- e. any entry or Prize claim that is late, lost, altered, damaged, delayed or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;
 - f. any tax liability incurred by a winner; or
 - g. any act, omission or breach by an Entrant.
- 22) The Promoter holds the benefit of the indemnities in clause 21 on behalf of each of the other Competition Parties.
- 23) Despite anything to the contrary, to the maximum extent permitted by law, the Promoter will not be liable under these Terms for any consequential, special or indirect loss including loss of profit (including anticipated profit), loss of benefit (including anticipated benefit), loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings (including anticipated savings), loss of reputation, loss of use (including both real and anticipatory) and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise.
- 24) If performance of the Competition, provision or use of the Prize (or any part of it), or any obligation under these Terms is prevented, restricted, or interfered with by a Force Majeure Event, and if as a result the Promoter is unable to carry out its obligations or to provide the Entrant with the Prize (or any part of it), the Promoter may in its absolute discretion, subject to any written directions made under any applicable legislation, cancel, terminate, modify or suspend the Competition and/or, if necessary, provide an alternative prize or prizes to the same value as the original Prize. The Promoter will give notice of such an event and that the Competition has been cancelled, terminated, modified or suspended. **Force Majeure Event** means any event or circumstance beyond the Promoter's reasonable control includes, without limitation, acts of God, fire, explosion, vandalism, pandemic, storm or other similar occurrence, orders of acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, strikes, lock-outs and work stoppages, terrorism, infection by computer virus, bugs, tampering, unauthorised intervention, technical failures or anything which corrupts or affects the administration, security, fairness, integrity or proper conduct of the Competition. The Promoter will use reasonable efforts under the circumstances to avoid or minimise any Force Majeure Event. An act or omission will be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.
- 25) The Promoter accepts no responsibility and will not be liable for any late, lost, delayed, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. The Promoter has no control over communications networks or services, the Internet, or computer or telephone networks or lines and accepts no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise.
- 26) In the event that a dispute arises as to the identity of an online Entrant, the entry will be deemed to have been submitted by the authorised account holder of the email address. The authorised account holder means the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organisation that is responsible for assigning email addresses for the domain associated with the email. The Promoter may ask any Entrant to provide the Promoter with proof that such party is the authorised account holder of the email address associated with the entry.
- 27) Any attempt, deliberate or otherwise, to cause malicious damage or interference with the normal functioning of the Promoter's LinkedIn account or page, or the information on the Promoter's LinkedIn account or page, or to otherwise undermine the legitimate operations of the 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 maximum extent permitted by law. If the Promoter suffers loss or incurs any costs in connection

with any breach of these Terms or any other legal obligation by an Entrant, the Entrant agrees to indemnify the Promoter for those losses, damages and costs.

Purposes of collecting information

28) The information entrants provide will be used by the Promoter for the purpose of conducting this promotion and for the commercial purpose of better understanding the impact of COVID-19 on businesses across sectors. The Promoter may disclose entrants' personal information to its contractors and agents to assist in conducting this promotion or communicating with entrants and to state and territory lottery departments and winners' names may be published as required under the relevant legislation. The Promoter is bound by the Australian Privacy Principles in the Privacy Act 1988. Entrants can request access to the personal information the Promoter holds about them by contacting the Promoter at: enquiries@maiafinancial.com.au. The Promoter's privacy policy is available on the Promoter's website at www.maiafinancial.com.au.

General

- 29) As between the Parties, ownership of all intellectual property rights in any entry will at all times vest, or remain vested, in the Promoter upon creation. To the extent that ownership of such intellectual property rights do not automatically vest in the Promoter, the Entrant agrees to do all things necessary or desirable to assure the Promoter's title to such rights.
- 30) Unless the contrary intention appears, a reference in these terms or in any advertisement relating to the Competition, to Australian dollars, dollars, AUD\$ or \$ is a reference to the lawful currency of Australia.
- 31) These Terms are governed by the laws of the States and Territories of Australia or New Zealand in which the relevant Entrant is a resident. Entrants submit to the jurisdiction of the courts of either New Zealand or their relevant Australian State or Territory (as applicable).
- 32) These Terms represent the entire agreement between the Promoter and any Entrant (including the Winner) and supersede any prior agreement, understanding or arrangement between the Promoter and any Entrant (including the Winner), whether oral or in writing.
- 33) The Promoter excludes all, warranties, guarantees or representations (whether express or implied) except as expressly provided in these Terms.
- 34) These Terms may be amended or replaced from time to time if required by law or any regulatory authority.
- 35) Headings in these Terms are included for reference only, and do not affect interpretation in any way.

Last dated: 9 October 2020