

Terms and Conditions - Game of Chance

Competition Terms and Conditions

Win lunch with Blocker Competition

It is important that you ("you", "the entrant") read and understand these Terms and Conditions, particularly paragraphs about The Brand and Talent Corporation legal responsibility to you such as paragraph 7. If you do not understand these Terms and Conditions, you should seek help to understand them.

1. Promoter

- a) The promoter of this Competition is The Brand & Talent Corporation Pty Limited ABN 61 640 227 274 ("Talent Corp") of 208/5 Alexander St, Crows Nest NSW 2065, Australia.
- b) All prize draws will take place at the offices of Talent Corp.

2. Competition overview

- a) To be eligible to enter Talent Corp's "Lunch with Blocker Competition" (the "Competition"), you must be eighteen (18) years of age or older at the time of submitting an Entry and be a resident of Australia.
- b) To enter the Competition, entrants must complete the entry for at <https://talentcorp.com.au/lunch-with-blocker/> and agree to Lunch with Blocker terms and conditions.
- c) Entry is open from Monday 1st November 2021 at 9:00AM AEDT and closes on Sunday 21st November 2021 at 11:59PM AEDT (the "Competition Period"). Entry can only be made during the Competition Period. The Competition will be drawn on Monday 22 November 2018 at 12:00PM AEDT (the "Draw Date").
- d) You may enter the Competition once and are eligible to win one (1) Prize.
- e) Entry into the Competition is free (except for any normal internet or mobile connection charges that may apply).
- f) Entrants understand that they are providing their information to the Promoter and not to Steve Roach. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Steve Roach.

3. Eligibility

- a) To be eligible to enter the Competition:
 - i. you must be a permanent resident of Australia and be eighteen (18) years of age or older at the time of submitting an Entry; and
 - ii. neither you nor anyone in your immediate family may be an employee of Talent Corp or any of its respective affiliate, subsidiary or parent companies, or otherwise affiliated with Talent Corp or connected to the Competition in any way.

iii. You must be fully vaccinated against COVID19 and can 'proof on vaccination' certificate upon request of lunch venue.

b) Talent Corp may disqualify you if:

- i. you or your Entry do not meet any one or more of the requirements set out in these Terms and Conditions;
- ii. your Entry includes any objectionable material or infringes the rights (including intellectual property rights) of any third party; or
- iii. you tamper in any way with the operation of the Competition.

c) Your Entry must be complete, in English and legible.

d) If for any reason this Competition is not capable of running as planned, including infection by COVID 19, computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures, unforeseen legal or commercial circumstances or any other causes beyond the control of Talent Corp which corrupt or affect the administration security, fairness, integrity, or proper conduct of this Competition, Talent Corp reserves the right in its sole discretion, to cancel, terminate, modify, delay or suspend the Competition.

4. Winner selection

a) The Competition is a game of chance. Skill plays no part in determining the winner.

b) The winner selection will take place on the Draw Date where one (1) winner shall be drawn from all entries received throughout the Competition Period (the "Winner").

c) The Winner will be notified by phone or email within one (1) day of the Draw Date (see paragraph 1). All reasonable attempts will be made to contact the Winner.

d) The Prize must be claimed by 9:00AM AEDT on Wednesday 24 November 2021. If for whatever reason the Prize is not claimed by this date, an unclaimed prize draw will be carried out on Friday 26 November 2021 at 9:00AM AEDT.

e) If any proposed selection date falls on a public holiday, that selection will be conducted on the following business day.

f) If any person first chosen as a Winner is found to be ineligible, they will be disqualified and another entrant will be selected as replacement Winner.

5. Prize

a) There will be one (1) prize (the "Prize") to be won during the course of the Competition. b) The Prize will consist of one (2) tickets to a hosted luncheon at a restaurant in Sydney to be held on Wednesday 15th December 2021 at 12:30PM AEST.

c) If you are a Winner:

i. You may not transfer the Prize to anyone or ask for any alternative Prize (including cash).

ii. Talent Corp may replace the Prize with another prize of equal value in the unlikely event that the Prize becomes unavailable.

iii. If you are not able to take the Prize as stated, you will forfeit the Prize and no payment or compensation will be made in lieu.

iv. Talent Corp may ask you to provide proof of your age, identity, COVID19 vaccination and residency, and to sign any required documentation including release forms as a condition of claiming the Prize.

v. You are responsible for all expenses and taxes connected to your participation in the Competition and not included in the Prize.

vi. If requested by Talent Corp, the Winner may be required and must agree to be filmed during the presentation of the Prize. The Winner hereby grants to Talent Corp the right to issue, and authorise others to issue, publicity concerning the Winner, and the right to use Winner's name (including any professional name or sobriquet adopted by Winner), likeness and biographical data in connection with the promotion of the Competition.

vii. Talent Corp accepts no responsibility for any variation in the value or make-up of the Prize or any event that occurs that is beyond Talent Corp's reasonable control. The Winner also acknowledges that participation in and attendance at any event may be subject to additional terms and conditions imposed by third parties. Talent Corp does not accept any responsibility and is not liable for additional conditions imposed at any event or for the breach of those conditions by any person.

6. Ownership

a) Talent Corp will own your Entry and will not return your Entry at the end of the Competition. You may keep a copy of the Entry for archiving purposes.

b) You agree that all of the rights (including intellectual property rights as applicable) in your Entry, including any copyright works in your Entry, belong to Talent Corp and you hereby assign any rights you may have to Talent Corp. This includes all copyright (present or future), other intellectual property rights and rights of ownership. You grant a perpetual worldwide license (including a right to sub-license) to Talent Corp of all rights in your Entry pending completion of this assignment.

c) You agree to do all things necessary (which may include signing documents) to transfer these rights to Talent Corp. d) You consent to Talent Corp doing or omitting to do anything that infringes your moral rights in your Entry. Moral rights are your inherent rights in your Entry as the author and/or performer in the Entry and comprise the rights: i. to be attributed as the author of the Entry; ii. not to have your authorship of the Entry falsely attributed; and iii. of integrity of authorship and/or performance.

7. Liability and Indemnity

a) To the fullest extent permitted by law, neither Talent Corp or any of its affiliated companies, nor any of its respective directors, officers, agents, employees, contractors, or representatives (altogether the Terms and Conditions - Game of Chance "Entities") are liable, and you release each of the Entities from liability, for any loss or damage that you may suffer in connection with your participation in the Competition, including (without limitation) if: i. the Competition is cancelled, modified, suspended or delayed, including under paragraph 3d); or ii. Talent Corp does not receive your Entry within the Competition Period for any reason.

b) The Competition and Consumer Act 2010 (Cth) as well as other laws in Australia may imply certain conditions, warranties and undertakings, and give you other legal rights. If they

apply, they cannot be modified or excluded by any contract. You may consider seeking legal advice as to whether they apply to you.

c) Nothing in these Terms and Conditions generally affects your rights under Australian consumer law (as contained in Schedule 2 of the Competition and Consumer Act 2010 (Cth) and equivalent State and Territory fair trading legislation) regarding consumer guarantees to the extent that such consumer guarantees cannot be excluded by law. Other than these consumer guarantees, and subject to paragraph 7a), Talent Corp makes no warranties about any prizes offered as a part of the Competition, including warranties as to the quality, merchantability or fitness for purpose of such prizes.

d) You agree to indemnify the Entities against all liabilities suffered or sustained by any of the Entities arising from any claim that your Entry infringes the rights (including intellectual property rights) of any third party.

e) All entrants unconditionally and irrevocably release and discharge Talent Corp from any and all liability in relation to this Competition.

8. Representations and warranties

You represent and warrant that you have all of the rights necessary to effect the transfer of rights to Talent Corp under paragraph

6. 9. Privacy

a) Talent Corp will collect your personal information (such as your name and biographical data) as part of the Competition and may use this information for the purposes of administering the Competition, awarding the prizes, and for other purposes for which we obtain your express consent. Where you have expressly consented, your personal information may be provided to Talent Corp affiliates, including overseas affiliates for future promotional, marketing and publicity purposes without notice and without any fee being paid unless otherwise advised by you.

b) Talent Corp will comply with its privacy policy in the collection and use of your personal information. Talent Corp's privacy policy is available at <http://www.TalentCorp.com.au/policy.html>.

10. Talent Corp Intellectual Property

a) Unless expressly stated in these Terms and Conditions, your participation in the Competition does not entitle you to use any of Talent Corp's intellectual property rights (including any Talent Corp trade mark or copyright) for any purpose.

b) You may not disclose your Entry to anyone other than Talent Corp. You may only use your Entry to participate in the Competition. You may keep any copy of your Entry for your personal records.

11. Governing law

These Terms and Conditions are governed by the laws of Victoria, Australia. You submit to the non-exclusive jurisdiction of courts exercising jurisdiction there, and waive any right to claim that those courts are an inconvenient forum.

12. Severability Any provision (or part thereof) of these Terms and Conditions that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions (or parts thereof) of these Terms and Conditions nor affect the validity or enforceability of that provision (or part thereof) in any other jurisdiction.

13. Entire Agreement These Terms and Conditions contain the entire agreement between you and Talent Corp with respect to the Competition. They set out the only conduct that you have relied on and supersede all earlier conduct and prior agreements and understandings between you and Talent Corp in connection with the Competition.