



LIVESPARKS PROMOTION

TERMS AND CONDITIONS

Schedule

Promoter	Livesparks Pty Ltd ACN 625 475 416 info@livesparks.com.au www.livesparks.com.au
Promotional Period	Start Date: Monday 21 st September 2020 at 12:00am AWST End Date: Monday 30 th November 2020 at 11:59pm AWST
Draw Date	The Prize will be drawn at 4:00pm AWST on Friday 4 th December 2020.
Prize	The Prize is a Fluke 3000FC General Maintenance Kit valued at \$1727. The kit includes: Fluke 3000 FC Series Wireless Multimeter Fluke v3000 Voltage Module Fluke v3001 Voltage Module Fluke a3001 FC Wireless iFlex AC Current Module TL224 Test Leads TL222 Test Leads TL175 Test Leads AC285 Alligator Clips AC220 Alligator Clips AC175 Alligator Clips iFlex i2500-10 Flexible Current Probe Magnetic hanging strap

- Information on eligibility, mechanisms on how to enter, prizes and the information in the Schedule form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
- Eligibility:** Entry is open to Australian residents aged eighteen (18) years or over (**Entrants**). Employees, immediate family members, retailers, suppliers, associated companies and agencies related to the Promoter are not eligible to enter in the promotion. All entries of Entrants who are under the age of eighteen (18) years and who enter the promotion will be deemed invalid.
- How to enter:** To enter and be eligible, Entrants must, during the Promotional Period register as an individual (personal account) or member (business account) at www.livesparks.com.au, in accordance with the instructions provided on the Sites. Entrants will be required to provide all mandatory information that may include, but is not limited to, the Entrant's full name, email address and password. All entries will be deemed accepted at the time of receipt by the Promoter and not at the time of transmission. All entries are final.

4. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
5. **Game of chance:** As this promotion is a game of chance, and subject otherwise to these Terms and Conditions, skill plays no part in determining the winner and each valid entry will NOT be individually judged. The winning Entrant is the person who is drawn by a random electronic selection of eligible entries on the Draw Date.
6. Entrants are responsible for any and all expenses incurred when entering the promotion and accessing, claiming and/or using the Prize (unless otherwise stated on the Sites).
7. The Promoter's decision is final and no correspondence will be entered into.
8. **Promotional Period:** The promotional period commences on the Start Date and concludes on the End Date as per the Schedule (**Promotional Period**).
9. **Redemption Period:** The redemption period, during which the Prize may be claimed commences on the Draw Date and ends three (3) months from the date thereof. If the winning Entrant does not claim the Prize within the Redemption Period, the Prize is deemed to be forfeited.
10. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting the Promoter's business and any products manufactured, distributed, represented by and/or supplied by the Promoter.
11. **Venue:** The judging for the promotion will take place at Slick Design, 6/454 Roberts Road, Subiaco WA 6008.
12. **Unclaimed Prize:** A second determination for the Prize, if unclaimed by the winner during the Redemption Period, will take place on the first business day after the expiry of the Redemption Period at the same time, place and manner as the original determination, subject to any directions from a regulatory authority.
13. The alternative winner, if any, will be notified by email and/or telephone within forty eight (48) hours of the second determination.
14. **Unavailable Prize:** If the Prize is unavailable and the Promoter has used all reasonable efforts to arrange the Prize, the Promoter can, in its absolute discretion, reserve the right to substitute the Prize with a prize of equal value and/or specification, subject to any written directions from a regulatory authority.
15. **Invalid entries:** In the event that a winning Entrant's entry is deemed or found to be invalid, the Promoter may decide on another winning entry.
16. **Transferability:** The Prize is non-transferable and cannot be exchanged for cash.
17. **Notification:** The winner and/or any subsequent winner, where a second determination is held, will be announced within forty eight (48) hours of the Draw Date. The winner will be notified by email and/or telephone.
18. **Publicity:** The winner's full name and/or username will be published on the Sites and on the Promoter's social media accounts, including but not limited to, Facebook and LinkedIn. The winning Entrant consents to the publication of such information.
19. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event that they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting the Promoter's business and any products manufactured, distributed and/or supplied by the Promoter. The Entrant further agrees that they will participate in all reasonable promotional activities in relation to the promotion as requested by the Promoter and its agents.
20. **Liability:** Except for any liability that cannot by law be excluded, the Promoter (including its respective officers, employees and agents) is not responsible for and 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: (a) claiming the Prize; (b) use of the Prize; (c) 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; or (d) any tax liability incurred by a winning Entrant.

21. The Promoter accepts no responsibility for 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.
22. As a condition of accepting the Prize, the winner must sign any legal documentation as and in the form reasonably required by the Promoter and/or Prize suppliers, including but not limited to a legal release and indemnity form.
23. **Online Entrants:** 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.
24. **Personal information:** The Promoter collects personal information in order to conduct the promotion and for other purposes as set out in the entry form or page for the promotion and may, for this purpose, collect, use and disclose such information to third parties, including but not limited to agents, contractors, service providers, Prize suppliers and as required, to regulatory authorities. Entry is conditional on providing this information. Entrants should direct any request to opt out, access, update or correct information to the Promoter. All entries including the personal information in them becomes the property of the Promoter.
25. **Legal Warning:** Any attempt, deliberate or otherwise, to cause malicious damage or interference with the normal functioning of the Site, or the information on the Site, or to otherwise undermine the legitimate operations of this promotion 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 fullest extent permitted by law. If the Promoter suffers loss or incurs any costs in connection with any breach of these Terms and Conditions or any other legal obligation by an Entrant, the Entrant agrees to indemnify the Promoter for those losses, damages and costs.
26. **Linked Sites:** The promotional platform may contain links to other websites (**Linked Sites**). The Promoter does not endorse and is not responsible for the content of any Linked Sites. Any Linked Sites displayed on the promotional platform are for the Entrants' convenience only and the Entrant agrees to access, use and otherwise deal with Linked Sites at their own risk.
27. **Social Media:** Social media membership pages, applications and use of social media generally is subject to the prevailing terms and conditions of use of the social media platform. Unless otherwise indicated in these Terms and Conditions, the promotion is in no way sponsored, endorsed or administered by, or associated with, any social media platform including, but not limited to, Facebook and LinkedIn. If an Entrant uses social media to participate in the promotion, the Entrant understands that they are providing their information to the Promoter and not to any social media platform. Entrants are solely responsible and liable for the content of their entries and any other information they transmit to other Internet users. By participating in this promotion, the Entrant releases Facebook, LinkedIn or applicable social media site from all claims, liabilities, suits, actions and expenses, including costs of litigation and reasonable legal costs associate with this promotion.
28. **General:** Unless the contrary intention appears, a reference in these terms or in any advertisement relating to this promotion, to Australian dollars, dollars, AUD\$ or \$ is a reference to the lawful currency of Australia.
29. **Force Majeure:** If performance of the promotion or any obligation under these Terms and Conditions is prevented, restricted, or interfered with by a cause or causes beyond the Promoter's reasonable control, and if as a result the Promoter is unable to carry out its obligations, the Promoter can in its absolute discretion, subject to any written directions made under applicable legislation, cancel, terminate, modify or suspend the promotion and/or, if necessary, to provide an alternative prize or prizes to the same value as the original Prize. The Promoter will give public notice of such an event and that the promotion

has been cancelled, terminated, modified or suspended. The term force majeure includes, without limitation, acts of God, fire, explosion, vandalism, 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 promotion. The excused party will use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and will proceed to perform with reasonable dispatch whenever such causes are removed or ceased. 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.

30. **Delivery:** The Promoter will deliver the Prize within twenty one (21) days of the Draw Date.
31. **Amendments:** These Terms and Conditions may be amended or replaced from time to time if required by any regulatory authority.
32. **Jurisdiction:** These Terms and Conditions are governed by the laws of Western Australia and the Commonwealth of Australia. Entrants submit to the jurisdiction of the courts of Western Australia.
33. **Contact Details:** as per the Schedule.
34. **Last updated:** 16 September 2020

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