

iPlay Australia
Scratch To Win – iPlay School Holidays Promotion

TERMS AND CONDITIONS

Definitions:

Immediate Family: spouse, ex-spouse, de-facto spouse, child or stepchild (whether natural or by adoption), parent, stepparent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, stepbrother, stepsister, or first cousin.

Promoter: Engineered Investments Pty Ltd (ABN: 87 062 850 097) of 116 Ipswich Road, Woolloongabba, QLD / 4102, trading as iPlay Australia.

Promotion: the iPlay Australia “**Scratch To Win**” is governed by these terms and conditions.

Promotion Period: the period commencing 29/03/24 at 09:00 am AEST and ending 17/04/2024 at 10:00 pm AEST.

Qualifying Transaction: the purchase of any of the promotion offers, ‘Load \$50 get \$80 + 1 scratch card’, ‘Load \$70 get \$110 + 3 scratch cards and Load \$100 get \$160 + 5 scratch cards in one transaction in any participating iPlay Australia locations. Scratch cards are available while stocks last.

Register: create an iPlay Australia account online or in-store at <https://store.iplayaustralia.com.au/app/signup/form> and register an active iPlay Playcard that has a Qualifying Transaction applied to it.

Load / Loaded: a monetary value or business product that is applied/added to an iPlay Playcard. Any monetary value or business product will have a full transaction history, which the staff of iPlay Australia can access.

Terms and Conditions:

1. Information on how to enter and the prize(s) form part of the Terms and Conditions. Participation in this **Promotion** is deemed acceptance of the Terms and Conditions.
2. Entry into this **Promotion** is open in Western Australia and Queensland venues only.
3. Entrants under 18 years old must have parental/guardian approval to enter. Further, the parent/guardians may be required by the **Promoter** to enter into a further agreement as evidence of consent to the minor entering this **Promotion**.
4. Employees of the **Promoter**, their **Immediate Families** and any agencies associated with this **Promotion** are ineligible to win the 1st, 2nd and 3rd prize(s) of the **Promotion**. Any major prize won by an employee of the **Promoter**, or their **Immediate Family** will

be treated as an invalid entry resulting in the forfeiture of any right to win one of the three major prizes.

5. To enter the **Promotion**, individuals must have an active iPlay Playcard and complete a **Qualifying Transaction**.
6. Individuals who complete a **Qualifying Transaction** in venue at participating iPlay Australia locations and who win the 1st, 2nd or 3rd prize(s) must create an iPlay Australia account in-store or online and **Register** their details (Including the iPlay Playcard number) by no later than 23:59 AEST on the same day that their **Qualifying Transaction** was completed.
7. Multiple **Qualifying Transactions** are permitted.
8. Customers who win a major prize must retain the iPlay Playcard that the **Qualifying Transaction** was **Loaded** onto, clearly showing the playcard number as proof of purchase. Failure to produce the proof of purchase when requested may, at the absolute discretion of the **Promoter**, result in invalidation of all an entrant's scratch cards and forfeiture of any right to win a prize.
9. The **Promoter** reserves the right, at any time, to verify the validity of entries and entrants (including but not limited to, an entrant's identity, age, and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the **Promoter** has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the **Promotion**. Errors and omissions may be accepted at the **Promoter's** discretion. Failure by the **Promoter** to enforce any of its rights at any stage does not constitute a waiver of those rights. The **Promoter's** legal rights to recover damages or other compensation from such an offender are reserved.
10.
 - a. Scratch card(s) must be 'scratched' when the Qualifying Transaction is completed and redeemed instantly. If not redeemed instantly, the Promoter has the right to refuse the redemption of any prize(s) won.
 - b. In such circumstances, should a customer win the 1st, 2nd, 3rd, and 9th prize(s), they will be required to fill out the relevant proof of win paperwork (Known as the Major Prize Form) in the event their prize is not available for collection from the venue.
 - c. Entrants must hold Second Chance Draw scratch cards until the draw has been held and any winners have been announced on May 03, 2024. If an entrant has won a prize from the Second Chance Draw, they will be required to present the scratch card to the promoter to claim their win in-store.
 - d. All scratch cards must be redeemed in-store by the end of the promotional period stipulated in the **Definition(s)** above.

11. If there is a dispute over an entrant's identity, the Promoter reserves the right to determine it in its sole discretion.
13. The scratch cards display a prize for each participant. All scratch cards have a major or minor prize to be won. The 1st, 2nd and 3rd prizes are called “**Major Prizes**”, and the 4th, 5th, 6th, 7th, 8th, and 9th prizes are called “Minor Prizes”, also called “*The Prize Pool*”. Scratch cards that reveal the “Second Chance Prize Draw” will have the opportunity to enter a draw to win any of the above prizes should they be unclaimed by the cut-off date (Item 22).

A description of each prize has been provided below:

- Major Prizes:
 - **Prize 1:** iPhone 15 Pro (\$1849) + Apple Air pods Max (\$899) + \$300 iPlay Playcard and 2000 iPlay Tickets. *One national winner. **Total value of \$3246***
 - **Prize 2:** \$200 iPlay playcard + 1,000 Tickets and 1x Vivitar Ultimate Essentials Vlogging Kit (Promoted as TikTok Pack). *Two national winners. **Total value of \$750***
 - **Prize 3:** \$100 iPlay Playcard + 500 iPlay Tickets. *Three national winners. **Total value of \$450***
 - Minor Prizes:
 - **Prize 4:** 200 iPlay Tickets. *2100 Winners.*
 - **Prize 5:** 100 iPlay Tickets. *2100 Winners.*
 - **Prize 6:** 20 Min Red and Yellow Games. *2700 Winners.*
 - **Prize 7:** 2x Free Yellow Games. *2700 Winners.*
 - **Prize 8:** 5x Free Yellow Games. *2200 Winners.*
 - **Prize 9:** Mini Tabletop Arcade Game. *Two national winners. (\$1600)*
 - Second Chance Draw for unclaimed prizes.
14. The scratch cards are limited to a total number of circa 20,000 on a national level. These will be split and delivered to each iPlay location in QLD and WA by the 25th of March 2024.
 15. Each participating iPlay venue will receive an agreed sum of scratch cards to be used until stocks last.
 16. All scratch cards will be shuffled and delivered to participating iPlay locations.
 17. Should the 1st, 2nd, 3rd, and 9th prize(s) not be available at the venue, they will be given to the customers within five (5) to ten (10) business days after completing the relevant proof of win paperwork (Known as: Major Prize Form) at the iPlay venue in which they participated at.
 18. The 4th, 5th, 6th, 7th, and 8th prizes are given to the winners instantly and loaded onto the entrant's iPlay Playcard or additional Playcard where necessary.

19. Entry into the Second Chance Draw is exclusively through the revealing of a Second Chance Draw QR code on a **Promotion** scratch card. Participants must scan this QR code to enter the draw and retain the scratch card for proof of entry. The Second Chance Draw prize will be announced on May 3rd, 2024.
20. The iPlay Marketing team created the "Tik Tok Pack" prize, which consists of one (1) vlogging kit ideal for kick-starting a vlogging journey, with a 50" tripod for stabilised camera shots, as well as a phone cradle and an action cam mount for device flexibility.
21. If a winner of a prize is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian on the winner's behalf.
22. If any major prizes won in the **Promotion** remain unclaimed or forfeited by the twenty-sixth (26th) of April 2024, they shall be deemed forfeited by the Prize winner(s) and entered as a winnable prize in the Second Chance Draw.
23. If any prize (or part of any prize) is unavailable, the **Promoter**, at its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
24. Participants making a **Qualifying Transaction** consent to the **Promoter** using their name, likeness, image, and/or voice in the event they are a winner (including the photo or any other photos, film, and/or recording of the same) in any media for an unlimited period without remuneration to promote this **Promotion** (including any outcome) and promote any products manufactured, distributed and/or supplied by the **Promoter**.
25. If this **Promotion** is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the **Promoter**, including but not limited to forced government closures, technical difficulties, unauthorised intervention or fraud, the **Promoter** reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the **Promotion**, as appropriate.
26. The total prize pool value is approximately \$64,948.00. Prizes or any unused portion of a prize are not transferable or exchangeable and cannot be taken as cash unless otherwise specified.
27. All **Major Prize** winners will be published online on the iPlay Australia Facebook Page and website and will remain online until 10/05/2024.
28. The **Promoter** collects personal information ("PI") to conduct the **promotion**. It may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers, and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The **Promoter** will also

use, and handle PI as set out in its Privacy Policy, which can be viewed at <https://www.iplayaustralia.com.au/privacy-policy/>. In addition to any use that may be outlined in the **Promoter's** Privacy Policy, if an entrant has opted in at the time of registering an iPlay account, the **Promoter** may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update, or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the **Promoter**.