

Gaming4Life 2020 Charity Stream Competition - Terms and Conditions

By entering the Gaming4Life 2020 Charity Stream Competition, you agree to be bound by these Terms and Conditions.

THE TERMS SET OUT BELOW HAVE SPECIAL MEANINGS:

“AEDT” means Australian Eastern Daylight Time.

“COMPETITION” means the Gaming4Life Charity Stream Event.

“EVENT PRIZE” means the Gaming4Life prize.

“EVENT” means that event which commences at 9.00am AEDT February 1, 2020 to 11:59pm AEDT on February 23, 2020 during which gaming streamers will endeavor to raise funds for “Sony Foundation’s Bushfire Appeal”, the Promoter’s fundraising appeal through his/her “Fundraising Event” page for the Promoter’s “Gaming4Life” hosted by Tiltify.com by streaming from his/her Twitch Channel.

“PROMOTER” means Sony Foundation Australia, ACN 086 967 222 at 11-19 Hargrave Street, East Sydney, NSW 2010, Australia.

“TWITCH CHANNEL” means a streamer’s channel which they have registered with Twitch and use for game streaming (Twitch’s homepage is at <https://www.twitch.tv/>).

“Streaming Entrant” means they have a registered a fundraising page as part of Gaming4Life 2020 (<https://tiltify.com/sony-foundation-australia/gaming4life-2020-australian-bushfire-appeal>)

PART A: ELIGIBILITY AND ENTRY REQUIREMENTS

1. Eligibility

1.1. This Competition is open to gaming streamers who have a Twitch Channel and link this to a “Fundraising Event” page that they have opened via the Promoter’s Tiltify.com Gaming4Life webpage (at <https://tiltify.com/sony-foundation-australia/gaming4life-2020-australian-bushfire-appeal>) who fulfill the entry terms and conditions described below.

2. Entry Period

The entry period commences at 9.00am AEDT on February 1, 2020 and concludes at 11:59pm AEDT on February 23, 2020 (inclusive).

PART B: HOW TO ENTER

3. Entry

An entrant in the ‘Competition’ may be either a ‘Streaming Entrant’ or a ‘Support Entrant’.

To enter this Competition an entrant must follow the steps set out at Section 4 below during the Entry Period for the Competition.

4. Competition

4.1. Each Streaming Entrant must:

(a) create a "Fundraising Event" page via the Promoter's Tiltify.com Gaming4Life webpage at <https://tiltify.com/sony-foundation-australia/gaming4life-2020-australian-bushfire-appeal> ;

(b) add a link from the entrant's Gaming4Life campaign page to the entrant's Twitch Channel;

(c) use his/her Twitch Channel to campaign for fundraising for the Promoter's Bushfire Appeal during the Entry Period, with tickets to the raffle to be allocated in line with the fundraising milestones.

4.2 Support Entrant must:

(a) donate through an eligible fundraising page at any time during the Entry period, with tickets to be allocated in line with the fundraising milestones.4.3. The Promoter has no control over mobile telephone communications, networks or lines and accepts no responsibility for any problems associated with them, whether due to technical malfunction, traffic congestion or otherwise.

4.4. Each entrant is responsible for paying for the costs associated with entering the Competition including accessing the websites associated with the Competition.

4.7. The Promoter 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 conduct calculated to jeopardise the fair and proper conduct of the Competition. Failure of 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 in relation to any breach of the Terms and Conditions is reserved.

PART C: Fundraising Milestones

5. Streaming Entrants

5.1. Streaming Entrants Giveaway:-

(a) each Streaming Entrant who fundraises at least \$100USD will receive a Gaming4Life 2020 Limited Edition Tee

5.2 Streaming Entrants ticket allocation

(a) each Streaming Entrant who fundraises between \$500USD and \$1000USD from a registered Fundraising Page for the Promoter's Bushfire Appeal program (through <https://tiltify.com/sony-foundation-australia/gaming4life-2020-australian-bushfire-appeal>) as at 11:59 AEDT on February 23, 2020 in accordance with these Terms and Conditions will be, eligible for one ticket into the Gaming4Life 2020 Category 4 Raffle, in accordance with the *Charitable Fundraising Act 1991*.

(b) in addition to clause 5.2(a) each Streaming Entrant who fundraises between \$1000USD and \$1500USD from a registered Fundraising Page for the Promoter's Bushfire Appeal program (through <https://tiltify.com/sony-foundation-australia/gaming4life-2020-australian-bushfire-appeal>) as at 11:59 AEDT on February 23, 2020 in accordance with these Terms and Conditions will be, eligible for one ticket into the Gaming4Life 2020 Category 3 Raffle, in accordance with the *Charitable Fundraising Act 1991*.

(c) in addition to clause 5.2(a) and 5.2(b) each Streaming Entrant who fundraises between \$1500USD and \$2000USD from a registered Fundraising Page for the Promoter's Bushfire Appeal program (through

<https://tiltify.com/sony-foundation-australia/gaming4life-2020-australian-bushfire-appeal>) as at 11:59 AEDT on February 23, 2020 in accordance with these Terms and Conditions will be, eligible for one ticket into the Gaming4Life 2020 Category 2 Raffle, in accordance with the *Charitable Fundraising Act 1991*.

(d) in addition to clause 5.1(a), 5.2(b) and 5.2(c) each Streaming Entrant who fundraises over \$2000USD from a registered Fundraising Page for the Promoter's Bushfire Appeal program (through <https://tiltify.com/sony-foundation-australia/gaming4life-2020-australian-bushfire-appeal>) as at 11:59 AEDT on February 23, 2020 in accordance with these Terms and Conditions will be, eligible for one ticket into the Gaming4Life 2020 Category 1 Raffle. This is a raffle to win the "Major prize" in accordance with the *Charitable Fundraising Act 1991*.

(e) Streaming Entrants who fundraise at least \$2000 from a registered Fundraising Page for the Promoter's Bushfire Appeal program (through <https://tiltify.com/sony-foundation-australia/gaming4life-2020-australian-bushfire-appeal>) as at 11:59 AEDT on February 23, 2020 in accordance with these Terms and Conditions will be, eligible for one additional ticket into the Category 1 raffle per \$2000USD fundraised. This is a raffle to win the "Major prize" in accordance with the *Charitable Fundraising Act 1991*.

6. Support Entrants

6.1 Support Entrants Giveaway:-

(a) each Support Entrant who donates at least \$50USD will receive a Gaming4Life 2020 Limited Edition Tee

6.2 Streaming Entrants ticket allocation

(d) each Support Entrant who donates at least \$100USD to an eligible and registered Fundraising Page for the Promoter's Bushfire Appeal program (through <https://tiltify.com/sony-foundation-australia/gaming4life-2020-australian-bushfire-appeal>) as at 11:59 AEDT on February 23, 2020 in accordance with these Terms and Conditions will be, eligible for one ticket into the Gaming4Life 2020 Category 1 Raffle. This is a raffle to win the "Major prize" in accordance with the *Charitable Fundraising Act 1991*.

6.3. The entrants who donate at least \$100 to an eligible and registered Fundraising Page for the Promoter's Bushfire Appeal program (through <https://tiltify.com/sony-foundation-australia/gaming4life-2020-australian-bushfire-appeal>) as at 11:59 AEDT on February 23, 2020 in accordance with these Terms and Conditions will be, eligible for one additional ticket in the raffle per each additional \$100USD donated. This is a raffle to win the "Major prize" in accordance with the *Charitable Fundraising Act 1991*.

PART D: The Draw

7.1. The winner of the Category 1, Category 2, Category 3, and Category 4 raffles will be notified by the Promoter via email, to the email address provided by them to Tiltify when they registered or donated, as soon as practicable after the Event has concluded.

5.2 The Promoter will draw the Category 1, Category 2, Category 3, and Category 4 raffles on February 28, 2020 at 10am AEDT at Sony Foundation Australia – 11-19 Hargrave Street, Darlinghurst 2011.

7.2. In the event that a winning Streaming Entrant or winning Support Entrant does not wish accept the Prize, or fails to confirm the required details within the relevant deadline, or is disqualified from the Competition in accordance with these Terms and Conditions or for failure to comply with these Terms and Conditions, the Promoter may at its discretion select a substitute qualifying entrant to become the winner. The Promoter also reserves the right to not extend the prize on to a substitute winner.

PART E: THE PRIZE

8. Category 1 Raffle Prize “Major Prize”

8.1. The Major Prize consists of the following which shall be arranged for the winner:-

- (a) Accommodation for 2 adults in a Deluxe Room at ‘Club Med Bali’;
- (b) All-day gourmet dining at multiple resort restaurants, offering local delicacies and cuisine from around the world;
- (c) Premium open bar (beer, wine by the glass, spirits, sodas and cocktails); and
- (d) Activities in the resort such as yoga, gym and fitness classes, tennis and SUP plus other traditional Balinese must-try experiences.

8.2 Additional Major Prize terms & conditions provided by Club Med include:-(a) The Major Prize is valid for a 7 nights stay for 2 adults at Club Med Bali in a Deluxe Room;

- (b) The Major Prize holiday must be booked within 3 month before departure for high season and 1 months before departure for low season;
- (c) The Major Prize valid until 30 September, 2020. Blackouts over peak travel periods apply, including but not limited to Christmas and New Year, school holidays, Chinese New Year and Golden Week, and other peak travel periods
- (d) The Major Prize does not include: flights, airport transfers, local expenses, tours, rental gear, exclusive honeymoon package, additional child minding services, spa treatments, motorized sports and other activities and alcohol that are available at extra cost; and
- (e) The Major Prize does not include travel insurance.

9. Category 2 Raffle

9.1 The Category 2 Raffle Prize consists of the following:-

- (a) Sony HandyCam AX53; and
- (b) Sony Noise Cancelling Headphones WH-CH700N.

10. Category 3 Raffle

10.1 The Category 3 Raffle Prize consists of the following:-

- (a) Sony HandyCam AX33; and
- (b) Sony Noise Cancelling Headphones WH-CH700N.

10. Category 4 Raffle

10.1 The Category 4 Raffle Prize consists of the following:-

(a) Sony Action Cam FDR-X3000; and

(b) Sony Noise Cancelling Headphones WH-CH700N.

PART F: GENERAL

11. General - Competition

11.1. By entering the Competition, each entrant accepts and will be bound by these Terms and Conditions.

11.2. No applications from agents, third parties, organised groups or applications automatically generated by computer will be accepted. No entries not in accordance with these Terms and Conditions or any other entry instructions will be accepted.

11.3. The Promoter does not accept responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, destruction, alteration of or unauthorised access to entries (including the entrant's Twitch Channel and their "Fundraising Page" Gaming4Life webpage), or such entries being lost, damaged or delayed as a result of server functions, technical issues, virus, bugs or other causes outside the Promoter's reasonable control.

11.4. The Promoter reserves the right to disqualify any entrant if it has reasonable grounds to believe the entrant has failed to raise funds for the Promoter.

11.5. In the event of unforeseen circumstances or in its absolute discretion if it so wishes to do so, the Promoter reserves the right to (i) substitute the Gaming4Life Prize (or any part of it) for an alternative of equal or greater value; and/or (ii) amend, alter or cancel the Competition. No cash alternative will be offered. In the event of cancellation/amendment of the Competition or substitution of the Gaming4Life Event Prize, each entrant expressly agrees that, to the fullest extent permitted under applicable laws, no entrant will be entitled to any compensation.

11.6. No expenses will be covered other than those expressly stated to be covered in these Terms and Conditions.

11.7. The entrant who wins the Gaming4Life Prize may be required to pay tax on the Gaming4Life Prize in accordance with their jurisdiction's tax legislation. Independent financial advice should be sought.

11.8 Any unused portion of the Gaming4Life Prize, is not transferable or exchangeable and cannot be taken as cash and in the event that the winner does not take any element of the Gaming4Life Prize then that element will be forfeited and cash will not be supplied in lieu of that element of the prize.

11.9. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, special, indirect or consequential loss or loss of profits), damage, expenses, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this Competition including accepting and participating in the Gaming4Life Event, except to the extent that any liability cannot be excluded by law (in which case, the liability is limited to the

minimum allowable by law). Each entrant is responsible for managing his/her health and wellbeing during this Competition including during the Event.

11.10. These Terms and Conditions shall be governed by the laws in New South Wales, Australian and each party submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia and any courts which have jurisdiction to hear appeals from any of those courts over any dispute arising from the Competition and/or the Gaming4Life Prize and waives any right to object to any proceedings being brought in those courts.

11.11. In these Terms and Conditions, unless otherwise specified, reference to: (i) "includes" and "including" shall mean includes and including without limitation; (ii) the Promoter includes its permitted assignees and/or the successors in title; (iii) a statute or statutory instrument or any of their provisions is to be construed as a reference to that statute or statutory instrument or such provision as the same may have been or may hereafter be amended or re-enacted; (iv) words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders; and (v) the headings in these Terms are for information only and are to be ignored in construing the same.

11.12. The decision of the Promoter is final and no correspondence or discussion will be entered into.