

## **Gaming4Life 2021 Charity Stream Competition - Terms and Conditions**

By entering the Gaming4Life 2021 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 November 1, 2021 to 11:59pm AEDT on November 30, 2021 during which streamers will endeavor to raise funds for “You Can”, the Promoter’s youth cancer program through his/her/their “Fundraising Event” page for the Promoter’s “Gaming4Life” hosted by Tiltify.com by streaming from his/her/their streaming channel.

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

“STREAMING CHANNEL” means a streamer’s channel which they have registered with Twitch, YouTube or another streaming platform to use for streaming.

### **PART A: ELIGIBILITY AND ENTRY REQUIREMENTS**

#### **1. Eligibility**

1.1. This Competition is open to gaming streamers who have a streaming 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-2021>) who fulfill the entry criteria described below.

#### **2. Entry Period**

The entry period commences at 9.00am AEDT on November 1, 2021 to 11:59pm AEDT on November 30, 2021 (inclusive).

### **PART B: HOW TO ENTER**

#### **3. Entry**

An entrant in the ‘competition’ may be either a ‘Streaming Entrant’ or a ‘Supporter Entrant’.

To enter this Competition, each 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-2021> ;

- (b) add a link from the entrant's Gaming4Life campaign page to the entrant's streaming channel;
- (c) use his/her/their streaming channel for fundraising for the Promoter's You Can program during the Entry Period with tickets to the raffle to be allocated in line with the fundraising milestones, and
- (d) fundraise for the Promoter's You Can program with all funds raised going into the Promoter's nominated PayPal account.

#### 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.5.1. 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.

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

4.4. 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 right 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. Supporter Entrants

##### 5.1 Supporter Entrants ticket allocation

- (a) each Support Entrant who donates at least \$20AUD to an eligible and registered Fundraising Page for the Promoter's Gaming4Life 2021 program (through <https://tiltify.com/sony-foundation-australia/gaming4life-2021> ) as at 11:59 AEDT on November 30, 2021 in accordance with these Terms and Conditions will be, eligible for one ticket into the Gaming4Life 2021 Category 1 Raffle. Supporter Entrants are eligible for one additional ticket in the raffle per each additional \$20AUD donated. This is a raffle to win the "Donor prize" in accordance with the *Charitable Fundraising Act 1991*.

#### 6. Streaming Entrants:

##### 6.1. Streaming Entrants ticket allocation

- (a) each Streaming entrant who fundraises \$100AUD or more from all registered campaign pages for the Promoter's You Can program (through <https://tiltify.com/sony-foundation-australia/gaming4life-2021> ) at 11:59 AEDT on November 30, 2021 in accordance with these Terms and Conditions will be eligible for one ticket into the Gaming4Life 2021 Category 2 Raffle, in accordance with the *Charitable Fundraising Act 1991*. There are three category 2 prizes to be won.

- (b) The three streaming entrants who achieve the highest fundraising amounts higher than \$6,000 from all registered campaign pages for the Promoter's You Can program (through <https://tiltify.com/sony->

[foundation-australia](https://tiltify.com/sony-foundation-australia) ) at 11:59 AEDT on November 30, 2021 in accordance with these Terms and Conditions will be, subject to the remainder of these Terms and Conditions, the winners. This is a game of skill and chance plays no part in determining the winner.

#### PART D: THE DRAW

7.1. The winners of the Category 1 and Category 2 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.

7.2 The Promoter will draw the Category 1 and Category 2 raffles on December 2, 2021 at 10am AEDT at Sony Foundation Australia – 11-19 Hargrave Street, Darlinghurst 2011.

7.3 The Promoter will endeavor to deliver the prize within 8 weeks to the winner's shipping address

7.4. In the event that a winning Streaming Entrants 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 PRIZES

##### 8. Raffle Prizes

8.1 Category 1 Raffle Prize "Donor Prize" consists of the following which shall be sent out to the winner:-

(a) 1 x PlayStation® 5 Console

8.2. Category 2 Raffle Prize consists of the following which will be sent out to the three winners:-

(a) 1 x PlayStation® PULSE 3D Wireless Headset for PlayStation®5

##### 9. Milestone prizes

9.1. each Streaming entrant who fundraises to the milestone levels listed below from a registered campaign page for the Promoter's You Can program (through <https://tiltify.com/sony-foundation-australia/gaming4life-2021> ) at 11:59 AEDT on November 30, 2021 in accordance with these Terms and Conditions, will be eligible for 1 prize determined by the amount of fundraising achieved.

(a) the \$500 milestone Prize consists of 1 x 3 month PlayStation® Plus membership

(b) the \$1,000 milestone Prize consists of 1 x 12 month PlayStation® Plus membership

(c) the \$2,000 milestone Prize consists of 1x DualSense Wireless Controller for PlayStation® 5

(d) the \$5,000 milestone Prize consists of 1 x PULSE 3D Wireless Headset for PlayStation® 5

9.2 The Gaming4Life Event major prize consists of the following which shall be sent out to the three highest fundraisers who raised over \$6,000:

(a) 1 x Sony ZVE10 Interchangeable Lens Vlog Camera with 16-50mm Lens Kit.

## PART F: GENERAL

### 10. General - Competition

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

10.2. 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.

10.3. 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 streaming channel and their "Fundraise for Us" 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.

10.4. 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.

10.5. 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.

10.6. In the event that there is a tie for a chance to advance to any next stage in the Competition, the affected entrants will compete in a challenge as advised by the Promoter.

10.7. In the event that an entrant is disqualified, the Promoter reserves the right to appoint a substitute entrant selected in accordance with these Terms and Conditions. For the avoidance of doubt, (i) an entrant can withdraw from participating in the Competition and/or the Gaming4Life Prize at any stage except that the winner cannot withdraw once the flights have been booked in their name to Sydney; (ii) the Promoter reserves the right to disqualify an entrant at any stage in accordance with these Terms and Conditions; and (iii) any entrant who withdraws or is disqualified shall not be entitled to any compensation in relation to such withdrawal or disqualification.

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

10.9. The entrants who win 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.

10.10 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.

10.11. 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.

10.12. 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.

10.13. 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.

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