LOGITECH G IMMORTALS OF AVEUM GIVEAWAY COMPETITION OFFICIAL RULES AND TERMS & CONDITIONS

Promotion period: Wednedsay 16th August 2023 to Tuesday 22nd August 2023

- 1. Information on how to enter and Prize form part of these Terms and Conditions. Entry into this Promotion is deemed acceptance of these Terms and Conditions.
- 2. The Promoter is Logitech Australia Computer Peripherals Pty Limited (ABN 21 069 691 989) of The Woolstores Alexandria, Shed 72, Suite 2.01A, 4F Huntley Street, Alexandria, NSW 2015 (the "Promoter").
- 3. The information provided 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.
- 4. Entries are open only to legal residents of Australia and New Zealand (the "Entrants"). Employees (and their immediate families) of the Promoter and agencies associated with this Promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
- 5. The Promotion begins on Wednedsay 16th August 2023 at 9:00 AM AEST and ends on Tuesday 22nd August 2023 at 11:59PM AEST ("Promotional Period").

There will be five (5) winners subject to final verification by Logitech G, the winners will be eligible to win and receive the prize as listed below.

LOGITECH G X IMMORTALS OF AVEUM PRIZE PACK (ONE WINNER)	RRP (AUD)
1 x G502 X WIRED (WHITE)	\$149.95
2 X IMMORTALS OF AVEUM GAME CODES	\$109.95
Total Prize Pack Value:	\$369.85

IMMORTALS OF AVEUM PRIZE PACK (FOUR WINNERS)	RRP (AUD)
2 x IMMORTALS OF AVEUM GAME CODES	\$109.95
Total Prize Pack Value:	\$219.90

The total RRP(AUD) of the prizes to be awarded during the whole Promotional Period is competition is \$1,249.45.

6. All Entrants must submit ONLY their own original answers. Any such answers cannot be previously published in any forum worldwide. When an Entrant enters any materials via the Promotion including providing answers to the promotional questions and comments ("Content"), the Content becomes the property of the Promoter. Entries that are found to have been derived from the designs of a third party will be considered invalid and, if awarded a prize, that prize must be returned to the Promoter. The winners may be required to sign a statutory declaration regarding the originality of the

entry. Without limiting the generality, the Promoter reserves the right to take legal action against anyone found to have breached this term. 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 conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion. The Promoter's legal rights to recover damages or other compensation are reserved. As a condition of entering this Promotion, each Entrant agrees to assign all of their rights, titles and interests (including without limitation to copyrights) in and to their entry to the Promoter. Each Entrant warrants to the Promoter that each entry submitted is an original literary work of the Entrant that does not infringe the rights of any third party. Entrants agree not to assert any moral rights in relation to such use and warrant that they have the full authority to grant these rights. Entrants consent to any use of their entry which may otherwise infringe their moral rights pursuant to the Copyright Act 1968. Entrants agree that they are fully responsible for the Content they have submitted. The Promoter shall not be liable in any way for such Content to the full extent permitted by law.

- 7. This Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook or X (Twitter). Facebook or X (Twitter) memberships and the use of Facebook or X (Twitter) generally are subject to the Facebook or X (Twitter) prevailing terms and conditions of use available at www.x.com. Entrants understand that they are providing their information to the Promoter and not to Facebook or X (Twitter). Entrants are solely responsible and liable for the content of their entries and any other information they transmit to other internet users via Facebook or X (Twitter). To the extent permitted by law, each Entrant agrees to indemnify, defend and forever hold harmless, Facebook or X (Twitter) and its associated agencies and companies, against any and all losses, actions, claims, costs, expenses and damages (of any nature) which may be incurred by an Entrant in respect of the Entrant's participation in the Promotion. Any questions, comments or complaints about this Promotion must be directed to the Promoter and not to Facebook or X (Twitter).
- 8. Without limiting any other terms herein, the Entrant agrees to indemnify the Promoter for any breach of the above terms, including all costs and claims by third parties arising from a breach of the above warranties.
- 9. In the event of any question or difference of view regarding compliance with, interpretation, or application of the requirements of the Content or other provisions of these Terms and Conditions, the Promoter reserves the exclusive right to resolve such questions or differences of view in its sole discretion.
- 10. Only entries received within the Promotional Period will be eligible for a prize.
- 11. 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 who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. 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.
- 12. If for any reason a winner does not take a prize (or an element of a prize) by the time stipulated by the Promoter, then that prize (or that element of that prize) will be forfeited.
- 13. Prize, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
- 14. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winners (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 any products manufactured, distributed and/or supplied by the Promoter. In addition, in participating in the Promotion, the winners agree to participate and co-operate as required in all editorial activities relating to the Promotion, including but not limited to being interviewed and photographed. The winners (and their companions) agree to granting the Promoter a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide, including online

social networking sites, and the winners (and their companions) will not be entitled to any fee for such use.

- 15. 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 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) to modify the terms and conditions of the Promotion; suspend, terminate or cancel the Promotion, as appropriate.
- 16. Prize winners are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of that prize. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) 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 the Promotion.
- 17. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, 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) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or an Entrant; or (f) use of a prize.
- 18. The Promoter and their associated agencies and companies will not be liable or responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, technical problems of the phone or of any phone network, or any misadventure, accident, injury, loss (including but not limited to consequential loss) or claim that may occur; whilst undertaking any travel won on or connected with their entry; in the participation in any prize; as a consequence of late, lost or misdirected mail, email SMS or phone call: due to the broadcast of any program relating to the Promotion or the publication of any material. including any statements made by any compere, staff member, journalist, other Entrants or any other person; any injury or damage to Entrant's or any other person's computer software or phone; or any combination thereof, related to or resulting from participation or sending or receiving of any communication or of any materials in this Promotion. The Promoter will otherwise handle your accordance personal information in with its Privacy Policy available http://www.logitech.com/en-au/footer/privacy. You may request access or to update your personal information to The Privacy Officer, Logitech Australia Computer Peripherals Pty Limited (ABN 21 069 691 989) of The Woolstores Alexandria, Shed 72, Suite 2.01A, 4F Huntley Street, Alexandria, NSW 2015.
- 20. The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers and prize suppliers. Entry is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the Entrant including disclosing personal information collected to an agent who is engaged for price fulfilment. The Promoter may also disclose personal information collected to the Australian regulatory authorities such as the regulators of trade promotions.

- 19. Winners will be notified by a Facebook or X (Twitter) comment or message within three days of their win.
- 20. Only one entry per person per Facebook Post or Tweet will be permitted. Entrants found to be submitting multiple entries may have all entries invalidated
- 21. The Promotion is a Game of Skill and chance plays no part in determining the winners. Each entry will be individually judged based on the correctness and creativity of the answer provided to the promotional question, alongside fulfilling the entry criteria specific to the social platform it was published on.
- 22. The winners will be the entries which provided the nearest answer as judged by the judging panel, having regard to skill and correctness at the premises of <u>Umm</u> Communications Pty Limited at 211-212, 59 Great Buckingham Street Redfern NSW 2016 during the Promotional Period. If more than one entrant has the correct answer, the winners will then be selected based on whomever entered their answer first. The Promoter may select additional entries to be used as replacements in the event that the first Entrant chosen as a winner cannot satisfy these Terms and Conditions.
- 23. Prizes will be sent within 8 weeks of being notified via Facebook or X (Twitter) comment or message.
- 24. If any prize (or part of any prize) is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize (or that part of that prize) with a prize to the equal or greater value and/or specification, subject to State Regulation. It is a condition of accepting the prize that the winners must comply with all the terms and conditions of use of the prize and prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
- 25. The Promoter highly recommends a current residential street address be provided when requested for ease of correspondence and potential prize delivery. The Promoter makes all reasonable efforts to deliver Prize to the addresses provided by Entrants. The Promoter cannot guarantee that any prize returned to the Promoter due to non-delivery at the provided address will be re-sent to the winner.
- As a condition of accepting a prize, the Promoter reserves the right to request each winner to sign a winner's deed of release, indemnity form or any other relevant forms or agreements that the Promoter deems necessary, to provide proof of identity, proof of age, proof of residency at the nominated prize delivery address and/or proof of entry validity (including phone bill) in order to claim a prize. Proof of identification, residency, age and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will be deemed to have forfeited the prize in whole and no substitute will be offered. If there is a dispute as to the identity of an Entrant, the Promoter reserves the right, to determine the identity of the Entrant.
- 27. The Promoter reserves the right to rejudge in the event of an Entrant, claiming to be a winner, being unable to satisfy these Terms and Conditions.
- 28. The judges' decision in relation to any aspect of the Promotion is final and binding on each Entrant who enters. No correspondence will be entered into. No responsibility is accepted for late, lost or misdirected entries. Prize is subject to availability, not transferable or exchangeable and, with the exception of cash Prize, cannot be taken as cash. Prize will be sent to the winner's nominated

address as stated in their original entry. The Promoter and their associated agencies, and companies associated with this promotion will take no responsibility for Prize damaged or lost in transit.