

Terms and conditions

Pioneer "Basketball Jersey" competition

This competition is in no way sponsored, endorsed or administered by, or associated with Facebook or Instagram.

1. This document contains the terms and conditions of entry ("**these terms**") into the Pioneer "Basketball Jersey" competition ("**Promotion**"). Entry into this Promotion is deemed acceptance of these terms.

2. The Promoter is Pioneer Electronics Australia Pty Ltd ABN 49 005 017 087 of 5 Arco Lane, Heatherton, VIC 3202 ("**Promoter**").

3. In these terms, the following meanings apply in addition to terms which are defined elsewhere in these terms unless the contrary intention appears:

"Eligible Entrant" means a person who is eligible to participate in and has submitted an entry into the Promotion in accordance with clauses 4 to 7 (inclusive) of these terms.

"Entrant" means a person who is eligible to participate in and has submitted an entry into this Promotion in accordance with these Terms.

"Promotion Period" means the period defined in clause 9 of these terms.

"Judging Location" means the premises located at Pioneer Electronics Australia Pty Ltd, 5 Arco Lane, Heatherton, Victoria, 3202.

"Website" means the designated website of the Promoter for the Promotion.

Eligibility

4. Entry is open to all Australian residents, excluding management, employees and contractors of the Promoter, and their families, and management, employees or contractors of Pioneer Electronics Australia Pty Ltd and other agencies, firms or companies associated with this Promotion (other than the Promoter), and their immediate families ("**Eligible Entrants**").

5. Entrants under 18 years of age must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this competition.

6. To enter and be eligible to win, Eligible Entrants must:

6a: On Instagram – "follow" @pioneeraus, "like" the post and answer the question "What is your Pioneer Car Audio product of the future and why?" in 35 words or less on the post.

6b: On Facebook – "like" the "Pioneer Electronics Australia" page, "like" the post and comment "What is your Pioneer Car Audio product of the future and why?" in 35 words or less on the post.

7. The Promoter reserves the right to not accept a registration for any Eligible Entrant or to disqualify an Eligible Entrant if the Promoter reasonably considers that the registration contains anything fraudulent, defamatory, dangerous or is otherwise in contravention of these terms and conditions.

8. A person will receive one entry into the draw per submission of a valid online entry during the Promotion Period.

12. The Promoter reserves the right to disqualify an entry which it considers (in its absolute discretion) does not comply with these Conditions of Entry.

Promotional Period

9. The Promotion will be open from 3:00pm, Australian Eastern Daylight Time ("AEDT") on June 16th, 2020 and will close at 3.00pm Australian Eastern Standard Time ("AEST") on June 23rd, 2020 ("Promotion Period").

Prizes

10. Five Pioneer Basketball jerseys.

11. A Prize cannot be transferred, exchanged or redeemed for cash.

12. The winners will be decided as follows:

a. The winning entry will be chosen at the discretion of the promoters from either Facebook or Instagram entries.

13. The winner of each Prize will be determined by a representative of the Promotor at 3:00pm at the Judging Location on Thursday June 26th, 2020.

14. The winner of each Prize will be contacted in writing within 7 days of the Prize winners being selected with information on when the prize will be fulfilled.

15. If a Prize is unavailable for whatever reason, the Promoter, at its sole discretion, reserves the right to substitute the Prize for a prize of equal or greater monetary value.

General

16. The total prize pool for this promotion is valued at \$175 (including GST).

17. Judging of all prizes will be conducted by a representative of the Promoter.

18. The Judges' decision for all prizes in this Promotion is final and binding and no correspondence will be entered into.

19. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements.

20. In order for the Prize Winner to redeem the Prize, they must follow the instructions in the competition post

21. Prize values are based upon the recommended retail prices at the time of printing (inclusive of GST).

The promoter accepts no responsibility for change in prize value between now and the ultimate prize redemption date.

22. In the event that for any reason whatsoever a winner does not take an element of the prize at the time stipulated by the Promoter then that element of the prize will be forfeited by the winner and cash (or any substitute prize) will not be awarded in lieu of that element of the prize.

23. Prizes will be ordered within 1 week of winners supplying their details to the Promoter. Prizes may take approx. 4-6 weeks to arrive to the Promoter. Once prizes have left the Promoter's premises, the Promoter takes no responsibility for prizes damaged, delayed or lost in transit.

24. The Promoter reserves the right to refuse to allow a winner to take part in any or all aspects of the prize, if the Promoter determines, at their absolute discretion, that a winner is not in the mental or physical condition necessary to be able to safely participate in the prize. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.

25. Incomplete, illegible and incorrect entries or entries containing offensive or defamatory comments, or which breach any law or infringe any third-party rights, including intellectual property rights, are not eligible to win.

26. Any Eligible Entrant who, in the opinion of the Promoter, tampers or interferes with the entry mechanism in any way, or who does not properly comply with the entry process, will be ineligible to win.

27. It is a condition of taking a prize that the winner must, if requested to do so by the Promoter, sign and return documents relating to their eligibility to enter (including ownership of entry), statement of compliance with relevant terms and conditions and/or a release of the Promoter's liability in taking prizes.

Limitation of Liability

28. If for any reason this Promotion is not capable of running as planned (including if the Promotion is cancelled for any reason), including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud or technical failures, or any other causes beyond the control of the Promoter which corrupt or affect administration security, the Promoter reserves the right at its sole discretion to take any action that may be available, subject to compliance with any relevant laws, including State and Territory regulations.

29. The Promoter accepts no responsibility for any entries not received for any reason during the Promotion. Entries will be deemed to be accepted at the time of receipt and not at the time of transmission. No responsibility will be taken for lost, late or misdirected entries. The Promoter is not responsible for technical difficulties with the entry mechanism and does not warrant that the entry mechanism will be available at all times.

30. If the Promoter is unable to provide a winner with the nominated prize, the Promoter reserves the right to supply an alternative prize of similar monetary value, subject to any directions given by State gaming departments.

31. The Promoter reserves the right to disqualify entries in the event of non-compliance with these terms.

32. To the extent permitted by law, the Promoter and its agencies associated with this Promotion are not liable and do not accept responsibility for:

(a) An Eligible Entrant's entry not being received or which are received and subsequently corrupted or rejected by a server of any Website;

(c) Any lost, misdirected or corrupt entries or emails whether to or from the Website or otherwise;

(d) Any loss or damage whatsoever (including but not limited to direct or consequential loss) or personal injury suffered or sustained in connection with this Promotion or accepting or using Prize:

(i) An Eligible Entrants participation in the Promotion or the taking of a place, except that which cannot be excluded by law; and/or

(ii) The conduct of the Promotion however caused, including failure of the Website or incorrect or corrupt data supplied by the Promoter to Eligible Entrant.

Use of Personal Information

33. By entering the Promotion, the Eligible Entrant, understands and agrees that the Promoter may use the eligible entrant's names for the Promoter's marketing and communication purposes. Any personal information Eligible Entrants provide will be treated confidentially and in accordance with the Promoter's Privacy statement at <https://www.pioneer.com.au/privacy-policy/>.

36. Eligible Entrants consent to publishing their name in the results section of the Website or any other digital channels of the Promoter and the Promoter will not be held responsible for any loss of reputation, status or otherwise in connection with an Eligible Entrant's entry into the Promotion.

38. The Promoter accepts no responsibility for any tax liabilities that may arise from winning the prize.