



Terms and Conditions: POS Excellence Awards

Schedule to Conditions of Entry

Promotion Name	POS Excellence Awards
Promotion Type	<i>Merchant</i>
Promoter	Openpay Pty Ltd Limited ABN 20 159 699 126, Level 9, 469 La Trobe St, Melbourne 3000
Relevant State(s) and/or Territory(ies)	Offer valid Australia-wide only.
Selected Business	<i>N/A</i>
Entry Restrictions	Entry is open to Openpay Merchants only.
Promotion Period	The promotion opens at 9am AEDT 3 rd of December 2020 and is valid until the 5pm AEDT Wednesday 31 March 2021. No entries will be accepted after this time.
Entry Procedure	To enter, participants need to: (see below for full details). 1) Send in their most creative picture of Openpay POS displayed in-store 2) The picture must be sent to marketing@openpay.com.au between the stipulated competition time frame. 3) Only 1 winner will be emailed and announced in the The Openpay Partner Post by email.



Judging criteria	This is a game of skill. Openpay will internally vote for the best photo entry and the winner will be chosen at the discretion of Openpay.								
Judging details	Date: Wednesday 31 st March 2021								
	Time: 5:00 pm AEDT								
	Location: Melbourne								
Prize Details	<table border="1"><thead><tr><th><i>Type</i></th><th><i>Prize</i></th><th><i>No. Available</i></th><th><i>Value (inc GST)</i></th></tr></thead><tbody><tr><td>Gift Card</td><td>\$1000 Visa Gift Card</td><td>1</td><td>\$1000</td></tr></tbody></table>	<i>Type</i>	<i>Prize</i>	<i>No. Available</i>	<i>Value (inc GST)</i>	Gift Card	\$1000 Visa Gift Card	1	\$1000
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Gift Card	\$1000 Visa Gift Card	1	\$1000						
Prize Restrictions (if any)	1. Employees, directors and owners of the promoter and agencies associated with this promotion are ineligible to enter the competition, as are their immediate family members.								
Total Prize Pool	1 x \$1000 Visa Gift Card.								
Notification of Winners	The judging will occur at 5:00pm AEDT Wednesday 31 st March , and a total of one (1) winner will be notified by email and announced in the next Openpay Partner Post within 7 official business days of the competition ending.								
Publication Details	The winner's name will be published in The Openpay Partner Post and notified via email in accordance to the 'Notification of Winners' Section.								
Prize Claim Date	Winner must claim prize by 10am AEDT 5th April 2021 by responding to the email sent to them.								
Unclaimed Prize Arrangements	If the Prize is not claimed by the Prize Claim Date or the entry is determined by Openpay to be invalid, the second next entry with the most creative photo, as determined by the judge(s) in their sole discretion, shall be awarded the Prize.								
	Date: 5 th April 2021								
	Time: 10:00am AEDT								
	Location: Melbourne								
	Publication Date: The winner's name will be notified via email and published in the upcoming Openpay Partner Post in accordance with the Notification of Winners section above.								



Conditions of Entry

1. Instructions and information on how to enter form part of these Conditions of Entry. Participation in this Promotion constitutes acceptance of these Conditions of Entry (and Schedule).
2. Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
3. Directors, management, employees and contractors of the Promoter and those of any agencies, retailers and suppliers associated with this promotion and the immediate family members of these people are ineligible to enter. "Immediate family member" means spouse, parent, natural or adopted child, and sibling (whether natural or adopted by a parent), whether or not they live in the same household as the director, manager, employee, officer or contractor.
4. The promotion will be conducted during the Promotion Period.
5. Eligibility to enter the Promotion is subject to the Entry Restrictions.
6. To enter the Promotion, entrants must complete the Entry Procedure and comply with all other applicable requirements during the Promotion Period. Entries must be submitted in accordance with the Entry Procedure and will not be accepted in any other form. No responsibility is accepted by the Promoter for late, lost, misdirected, ineligible or illegible/inaudible entries (including lost, stolen, forged, defaced or damaged proof of entry or things required by the Verification Requirements). The Promoter and/or its representatives may conduct security and/or verification checks (including enforcement of the Verification Requirements) in their absolute discretion to determine the bona fides of an entrant's eligibility to enter the Promotion. Ineligible entries will be deemed to be invalid. All valid entries selected to win a prize will be provided with a prize.
7. Where an entry is deemed invalid (at the Promoter's absolute discretion) prior to the Prize Claim Date, the Promoter may determine a new winner in accordance with the Unclaimed Prize Arrangements.
8. The Promoter's decisions in connection with the Promotion are final and no correspondence will be entered into.
9. All entries and the content contained in those entries become the property of the Promoter. Once submitted, no changes to or withdrawal of an entry will be permitted. Entries will not be returned by the Promoter.
10. Entrants are required to take full responsibility for the content of their entry and for ensuring that their entry complies with these Conditions of Entry. For the purposes of these content requirements, "entry content" includes any content (including text, photos, videos and email messages) that entrants submit, upload, transmit, publish, communicate or use in connection with their entry into the Promotion.
11. Incomplete entries will be deemed invalid. Entries will also be deemed invalid if they breach these Conditions of Entry as determined by the Promoter in its sole discretion or any other content guidelines notified by the Promoter during the entry process for the Promotion.
12. Entries must be the entrant's original work. The Promoter reserves the right to verify, or to require the entrant to verify, that the entry is the entrant's original work. If an entry cannot be verified to the Promoter's satisfaction, the entry will be deemed invalid.
13. An entrant's entry must not include:
 - (a) any image or voice of any other person without that person's express consent. Entrants warrant that if any such content is included, they have obtained the express consent of the relevant person;
 - (b) any content that contravenes any law, infringes the rights of any person or is obscene, offensive, potentially defamatory, discriminatory, indecent or otherwise objectionable or



inappropriate (which includes, without limitation, any content involving nudity, malice, excessive violence or swearing); and

- (c) any literary, dramatic, musical or artistic work, any audio-visual or sound recording, or any other item in which copyright subsists, unless the entrant is entitled to do so. If an entrant has any doubts about whether they have the right to include any content (for example, recorded music) they must not include it. By including any such content in their entry, the entrant warrants that they have the permission of the relevant copyright owner to do so and that this permission allows the Promoter to use the entry in accordance with these Conditions of Entry.
- 14. The Promoter may, in its absolute discretion, edit, modify, delete, remove or take-down any part of an entrant's entry.
- 15. By submitting an entry to the Promotion, each entrant assigns all rights in the entry to the Promoter and consents to the Promoter using the entry in any manner the Promoter wishes (including modifying, adapting or publishing the entry, whether in original or modified form, in whole or in part or not at all), by way of all media, without payment to the entrant (of royalties, compensation or otherwise). By submitting an entry, each entrant consents to any dealings with the entry that may otherwise infringe their moral rights in the entry. The Promoter may copy any content submitted as part of an entry, cause the content to be seen and/or heard in public, and communicate the content to the public. It may also allow third parties to do these things.
- 16. Entries must be received by the Promoter and will be deemed to have been received at the time of receipt by the Promoter. Online, SMS and other electronic entries are deemed to have been received at the time of receipt into the promotion database and not at the time of transmission by the entrant.
- 17. Winners will be notified in accordance with the Notification of Winners and Publication Details. Winners' names and State/Territory of residence will be published as specified in the Schedule. The Promoter and the companies and agencies associated with this Promotion may also publish the name and State/Territory of the winners on their website(s).
- 18. All entries become the property of the Promoter. In addition to the above, the Promoter may use, and may disclose in any newspaper, advertisement, publication, media statement or other general and promotional material, any materials entrants provide in relation to the competition for the Promoter's promotional and business purposes.
- 19. All valid entries will be judged by the Judge(s) based upon the Judging Criteria. This is a game of skill and chance plays no part in determining the winner. The Prize(s) will be awarded according to the Prize Details.
- 20. The Prize(s) is/are specified in the Prize Details. The Prize(s) is/are subject to any Prize Restrictions, Additional Terms or any other restrictions specified in the Schedule. The Total Prize Pool is specified in the Schedule.
- 21. The entrant acknowledges that there may be inherent risks involved in entering this Promotion or taking or participating in the Prize(s). Any entrant, Prize winner and/or participants in a Promotion event may be required to sign an acknowledgement of risk and waiver of liability for participation in the Promotion or a Prize event and to expressly acknowledge that entry into this Promotion or participation in a Promotion event or Prize may be inherently dangerous, and that if they choose to participate they will do so at their own risk. A reasonable level of health and fitness may be required. The Promoter reserves the right to preclude participation of anyone refusing to sign the acknowledgement/waiver or any person who is suffering from asthma, epilepsy, significant back or neck problems, physical or mental disabilities, or is pregnant or in the Promoter's sole discretion is not able or suitable to participate in any of the experiences for reasons of the participant's own or anyone else's safety.



22. The Promoter will not be liable for any loss (including but not limited to indirect or consequential loss), damage or personal injury which is suffered or sustained (including without limitation to that caused by any person's negligence) relating to this Promotion or the awarding or taking of the Prize(s) except for any liability which cannot be excluded by law (in which case liability is limited to the minimum amount allowable by law).
23. The Prize(s) and/or parts of the Prize(s) is/are not transferable or exchangeable and cannot be taken as cash (unless the Prize is cash). If a Prize, or an element of a Prize, is unavailable for any reason, the Promoter reserves the right to substitute another prize of equal or greater value for that prize, or element of it, subject to the approval of any relevant authority. The Promoter and its representatives will not be liable for any damage to or delay in transit of prizes.
24. The Promoter accepts no responsibility for any tax implications that may arise from winning of the prizes. Independent financial advice should be sought.
25. The Promoter is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, communication network, computer equipment, software, technical problems or traffic congestion on the Internet or at any web site, or any combination thereof, including any error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise, injury or damage to entries or to participants' or any other person's computer related to or resulting from participation in or down-loading any materials in this Promotion. If the Promotion is not capable of being conducted due to circumstances beyond the Promoter's control, including due to any technical or communications problems, the Promoter reserves the right to amend, suspend or cancel the competition subject to approval from any relevant authority.
26. The Promoter reserves the right to disqualify all entries from any entrant who tampers with, or benefits from tampering with, the entry process or the Promotion. Entrants can enter the Promotion up to the Maximum Number of Entries. Entries must be submitted separately and each entry must individually meet the Entry Requirements and be subject to the Entry Restrictions. Automatically- or computer-generated entries will not be accepted.
27. The Promoter may, in its sole discretion, declare any or all entries made by an entrant invalid, and/or prohibit further participation by an entrant in this Promotion or a prize event/activity if the entrant:
 - (a) disrupts, annoys, abuses, threatens, harasses or attempts to do any of these things to the Promoter, another entrant or potential entrant of, or anyone else associated with, this Promotion; or
 - (b) engages in conduct in relation to this Promotion which is misleading, deceptive, fraudulent or damaging to the Promoter's goodwill or reputation.
28. The Promoter and its agencies and representatives associated with this Promotion will not be liable for any loss (including but not limited to indirect or consequential loss), damage or personal injury which is suffered or sustained (including without limitation to that caused by any person's negligence) relating to this Promotion or the awarding or taking of the prizes except for any liability which cannot be excluded by law (in which case liability is limited to the minimum amount allowable by law).
29. The Promoter may use any personal information entrants provide in connection with this competition for the purpose of running the Promotion, and also in advertisements, publications, media statements and other promotional material associated with the Promotion. The Promoter may disclose the information for those purposes to its related bodies corporate and contractors, and to the Promoter's partners. Some of the Promoter's related bodies corporate and contractors to whom the entrant's personal information may be disclosed are located overseas, including in the USA, UK, India and the Philippines and as a result the entrant's personal information may be disclosed overseas. If entrants do not provide the information requested they will not be able to enter the Promotion. The Promoter is bound by the Australian Privacy Principles contained in the *Privacy Act 1988* (Cth). If entrants have



any concerns or queries about the way their personal information is managed by the Promoter, they should contact the Promoter at + 61 0418 8080 900 or emailing info@openpay.com.au. A copy of the Promoter's privacy policy can be viewed at www.openpay.com.au. The privacy policy contains information about how entrants can gain access to or seek correction of personal information that the Promoter holds about them. It also contains information about how entrants can make a privacy complaint and how the Promoter will deal with it.