



TERMS & CONDITIONS

JOY Member Vengaboys Giveaway

Participation in this competition for the JOY Member Vengaboys Giveaway (Competition) is subject to the following terms and conditions (Terms and Conditions). All information provided on how to enter the Competition and the prize available to the winner forms part of these Terms and Conditions.

By submitting an entry into the Competition, you agree to be bound by these Terms and Conditions. Only entries that comply with these Terms and Conditions will be considered valid and eligible to win a Prize.

The promoter of this Competition is JOY Media, ABN 52 334 960 331 of L1, 79-81 Fitzroy Street, St Kilda Victoria 3182 (JOY).

Competition period

The Competition commences at 12:01am AEDT on 13/01/2025 and ends at 11.59pm AEST on 19/01/2025 (Competition Period).

Who can enter the competition

You are eligible to enter the Competition if you are:

1. Current paid JOY member; and
2. aged 18 years or over; and
3. not an Ineligible Person

Ineligible entrants

An Ineligible Person means any director, paid employee, retailer, supplier, associated entity and agency associated with this Competition, or any immediate family member of any of those persons.

How to enter the competition

To enter this Competition, a person (Entrant) must, during the Competition Period:

1. Complete an online entry form at www.joy.org.au between the Competition Period to be eligible for the prize draw.
2. Participants will be required to provide their name, email and contact phone number to be eligible to collect the prize.
3. Entries require JOY Members to provide their JOY Member Number in the competition form and have a current subscription up to the date of draw.

4. There is a maximum of one entry per person.

Draw date and time

1. All valid entries will be included in the draw for the major Prize (Prize Draw).
2. The Prize Draw will take place at 10:00am AEST on 20/01/2025 at L1, 79-81 Fitzroy Street, St Kilda Victoria 3182 (Prize Draw Date).
3. The first valid participants to be drawn will be the Winners of the major prize.
4. Winning is not contingent on being present at the draw.

Prize Information

The Prize pool consists of 25 double passes to Vengaboys concert held on January 23, 2025. The total prize value is \$6,168.75.

1. Any and all additional expenses associated with any prize other than those expressly referred to in this clause will be at the winner's cost.
2. All taxes (excluding GST), which may be payable as a consequence of receiving a prize, are the sole responsibility of the winner.
3. JOY is not liable for any loss, damage, or injury suffered (even if caused by negligence) as a result of the winner(s) accepting and/or using a prize, except for any liability which cannot be excluded by law.
4. Entrants acknowledge that use of, or participation in, a prize carries inherent risk.
5. The prize is subject to the terms and conditions of any affiliated third-party supplier for that specific prize.
6. JOY is not responsible or liable for any loss, damage, or injury suffered by any winner arising from, or in connection with, a prize supplied by the prize supplier, or the conduct of the prize supplier, except for any liability which cannot be excluded by law.

Prize Delivery

JOY will provide the winner with tickets to the Vengaboys concert by 5pm 22/01/25 by email.

Winner notification and publication

1. Winners will be notified on the day of the Prize Draw via phone and in writing to the email address and phone number submitted at the time of entry.
2. Winners will have their first name, last initial and suburb published on JOY website on 22/01/2025.

Unclaimed prizes

1. All Prizes will be distributed after the close of the Competition.
2. JOY will make reasonable efforts to identify and locate the Prize Winner.
3. If the Prize goes unclaimed by 21/01/2025, an unclaimed prize draw will be held at the offices of JOY, L1, 79-81 Fitzroy Street, St Kilda Victoria 3182 on 21/01/2025 at 2:00pm AEST (Unclaimed Prize Draw).

4. Winners of the Unclaimed Prize Draw will be notified in the same manner as set out in Winner notification and publication. Winners' names will be published in the same manner as set out in Winner notification and publication.

Entrants' personal information

1. Personal information, including an entrant's name, address, telephone number, and email, will be collected and used by JOY to conduct this competition (Purposes).
2. By entering this competition, each entrant consents to the use of their personal information by JOY and acknowledges and agrees that such use may require JOY to disclose their personal information to third parties, including JOY's contracted service providers and other government agencies.
3. Entrants may access, change, or update their personal information by emailing JOY at info@joy.org.au or by phone at 1300 569 949 during office hours. A copy of JOY's Privacy Policy is available at www.joy.org.au/privacy. The Privacy Policy contains information about how individuals may access or correct their personal information held by JOY or make a privacy-related complaint about JOY's handling of their personal information.

General Conditions

1. JOY's decision is final and binding, and no correspondence will be entered into.
2. JOY accepts no responsibility for late, lost, or misdirected entries or other communications.
3. Entries will be deemed void if illegitimate, forged, manipulated, or tampered with in any way.
4. Should an entrant's contact details change during the competition period, it is the entrant's responsibility to notify JOY.
5. A request to access or modify any information provided as part of the redemption of a prize should be directed to JOY.
6. JOY assumes no responsibility for any failure to receive an entry, for inaccurate information, or for any loss, damage, or injury as a result of technical or telecommunications problems, including security breaches. If such problems arise, JOY may (where necessary with the approval of the relevant lottery authority) modify, cancel, terminate, or suspend the competition.
7. JOY reserves the right to request verification of the age, identity, and residential address of entrants, and any other information relevant to entry into or participation in this competition.
8. Verification is at the discretion of JOY, whose decision is final.
9. JOY reserves the right to disqualify any individual who submits an entry that is not in accordance with these terms and conditions, or who is involved in any way in interfering or tampering with the conduct of this competition.
10. Failure by JOY to enforce any of its rights does not constitute a waiver of those rights.
11. JOY reserves the right to disqualify any individual who is involved in any way in interfering or tampering with the conduct of this competition, has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardize the fair and proper conduct of the competition.

12. If a winner has rights under the Australian Consumer Law or any other similar legislation which cannot be excluded, restricted, or modified, then these terms and conditions do not exclude, restrict, or limit those statutory rights in any way. However, to the extent that it is permitted by law to do so, JOY (including its officers, employees, and agents) excludes all liability whether arising in tort (including, without limitation, negligence), contract, or otherwise for any personal injury or any other loss or damage (including, without limitation, loss of opportunity or loss of profits) whether direct, indirect, special, or consequential, arising in any way out of the competition, including, without limitation:
 - a. any technical difficulties or equipment malfunction (whether or not under JOY's control);
 - b. any theft, unauthorized access, or third-party interference;
 - c. any entry that is late, lost, altered, damaged, or misdirected (whether or not after its receipt by JOY);
 - d. due to any reason beyond the reasonable control of JOY;
 - e. any variation in market value to that stated in these terms and conditions;
 - f. any tax implications; or
 - g. the major prize or use of the major prize.
13. If for any reason beyond the reasonable control of JOY this competition is not capable of running as planned, JOY reserves the right in its sole discretion to take any action that may be available to it, and to cancel, terminate, modify, or suspend the competition, unless to do so would be prohibited by any applicable law.
14. JOY reserves the right to cancel, terminate, modify, or suspend the competition or amend these terms and conditions, subject to any applicable law.
15. These terms and conditions are governed by, and to be construed in accordance with, the laws applying in the State of Victoria, and each entrant irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of the State of Victoria.