

Ironshopper Terms & Conditions ("Conditions of Entry")

Schedule	
Promotion:	Ironshopper
Promoter:	Click Frenzy Pty Ltd ABN 57 161 066 075, 445 Auburn Road, Hawthorn, VIC 3122, Australia. Ph: 03 9103 2300
Stage 1 - Entry	
Entry Period:	Start date: 1/10/19 at 9:01 am AEDT End date: 29/10/19 at 11:59 pm AEDT
Eligible entrants:	Entry is only open to Australian residents who are 18 years and over. Entrants must be available to participate in the Click Frenzy Challenges on 12/11/19 – 13/11/19.
How to Enter:	<p>To enter the Promotion, the entrant must complete the following steps during the Promotional Period:</p> <ol style="list-style-type: none"> a) make a video explaining/showing why they are Australia's number one online shopper ("Video") that is no more than 1 minute long. Video must be uploaded to a platform with an accessible URL which may be provided on the entry form e.g. YouTube, Facebook, Vimeo, Instagram etc.; and b) visit https://www.clickfrenzy.com.au/ironshopper, follow the prompts to the Promotion entry page; and fully complete and submit the online entry form with their personal details as requested and submit the URL to their Video. <p>Any Video URLs not accessible e.g. published on private account, are still eligible. Entrants can upload a video onto the internet via their preferred method. If they submit a link that leads to a page where the Video is not accessible by the Promoter (e.g. webpage is set to private), their entry is automatically deemed invalid and excluded from the Promotion, unless otherwise advised by the Promoter.</p> <p>Click Frenzy reserves the right to display entry videos on social media (inc. Facebook and Instagram) and www.clickfrenzy.com.au</p>
Entries permitted:	Only one (1) eligible entry per person will be accepted. Entry must be submitted in accordance with the entry instructions above.
Stage 2 – 20 x Finalists	
Determination of 20 Finalists	<ol style="list-style-type: none"> 1. The finalists will be determined by representatives of the Promoter. Each entry will be judged on the basis of the individual creative merit of the Video submitted on entry. 2. The best twenty (20) valid entries, as determined by the Promoter, will each be deemed a finalist. 3. A maximum of 2 former Ironshopper finalists will be accepted as entrants.
Stage 3 – Challenges	
Challenge Details	<ol style="list-style-type: none"> 1. All twenty (20) finalists will be invited to participate in a series of challenges ("Challenges") relating to online shopping and the Click Frenzy Event (12/11/19 – 13/11/19). The Challenges will take place 12/11/19 – 13/11/19. If an entrant is not available or not willing to participate in the Challenges or cannot be contacted within 24-hours of first attempted contact by the Promoter, they will be deemed invalid and not eligible to win any prize. The Promoter may then offer their finalist position to the next best reserve entry, based on the same judging criteria outlined above. 2. The exact details of the Challenges will remain a surprise to finalists (unless information is otherwise released by the Promoter). Challenges will all relate to online shopping and the Click Frenzy Event. Finalists must have an accessible device to both access the Click Frenzy website and complete online shopping and participate in the Challenges. All costs associated with accessing the websites to participate in the Challenges including data costs, will be the responsibility of each finalist. 3. One (1) Challenge will involve the finalists spending up to AUD\$1,000 on products available for sale though and during the 24-hour Click Frenzy official event (7PM (AEDT) 12/11/19 – 10PM (AEDT) 13/11/19) ("AUD\$1,000 Challenge"). 4. Details on the method in which the AUD\$1,000 credit will be supplied by the Promoter for use by finalists in the AUD\$1,000 Challenge will be disclosed to finalists prior to the Challenge (e.g. EFTPOS gift card, bank card, paypal account etc). All products purchased by the finalists in the Click Frenzy event (up to the maximum value of AUD\$1,000) will be retained by the finalist. The products purchased by finalists in the AUD\$1,000 Challenge are all prizes for the purposes of this Conditions of Entry. If a finalist does not spend the full AUD\$1,000 during the Click Frenzy event, they will forfeit the remainder of the value and will NOT be entitled to receive the monetary difference. E.g. if the finalist only spends AUD\$800 on products in the AUD\$1,000 Challenge, they will forfeit the remaining AUD\$200 credit. Finalists may only use the AUD\$1,000 credit supplied for purchasing products via the Click Frenzy official event. If the finalist

	<p>fails to do so, they will forfeit their right to win the \$50,000 Major and will be required to re-pay the Promoter any amount they spend on products not available via the Click Frenzy event. The Promoter may also cancel all other purchases completed by the finalist in the Click Frenzy event. For the sake of clarity, all products available via the Click Frenzy event is intended to mean all products subject to an offer as listed on the Click Frenzy website (www.clickfrenzy.com.au) 7PM (AEDT) 12/11/19 – 11:59 PM (AEDT) 13/11/19. If a finalist is unsure whether a product/service is available for purchase via the Click Frenzy event, they should contact the Promoter prior to purchase.</p> <p>5. Finalists are not entitled to use their purchases from the “\$1000 Challenge” to enter Click Frenzy’s promotions: ‘Frenzy Bucks’ or ‘Homeshopper’</p>
Stage 4 – Voting	
Voting Period:	<p>Start date: 13/11/19 at 8:01 am AEDT End date: 13/11/19 at 11:59 pm AEDT</p>
Eligible Voters:	Voting is open to Click Frenzy subscribers. Voters under the age of 18 must have parent or legal guardian approval to participate in this Promotion.
How to Vote:	The products purchased by each finalist in the \$1,000 Challenge will be published at www.clickfrenzy.com.au for voting by the public. Voters must simply select the finalist to whom they would like to vote on the website by following the voting prompts during the Voting Period. The voter will also be required to submit a voting form when submitting their vote, which will request personal details (e.g. full name and their email address) and an answer to why they have selected the person they have voted for. The email address submitted must be the same email address used to subscribe to the Click Frenzy website.
Votes permitted:	One (1) vote permitted per person.
Voter’s prize:	<p>The Promoter may award one (1) or more prizes to voters. The best entry/entries received, based on creative merit of the answer to why they have voted for the person selected (as judged by the Promoter) will each win a voter’s prize. There may be one (1) or multiple prize/s awarded.</p> <p>The voter’s prize/s are yet to be confirmed but will be advised on either the Click Frenzy website once confirmed and/or via an email to Click Frenzy subscribers.</p>
Stage 5 – Grand Prize Winner	
Major Prize Winner Determination:	<ul style="list-style-type: none"> • The Promoter will judge each Finalist’s performance across all Challenges (based on for example, items purchased) together with the public voting results for the \$1,000 Challenge purchases to determine one (1) Major Prize Winner. • The Major Prize winner will receive \$50,000 via direct deposit to a bank account in the Major Prize winner's name. • If there is any dispute as to the Promoter’s determination of Major Prize winner, the Promoter’s decision will be final.
Other Significant Conditions	
Prize Conditions:	All items purchased by finalists in the \$1,000 Challenge will be delivered by the retailer that they purchase from, and delivery of these good will be the responsibility of the retailer. If the retailer cannot deliver, the Promoter will do their best to provide these items to the finalists but will not be liable to cover the cost of undelivered items. Finalists cannot change or transfer the items once purchased.
Finalist/Major Prize Winner Notification:	<p>The finalists and Major Prize winner will be notified by email and/or phone.</p> <p>Finalists and the Major Prize winner will be published on the Click Frenzy website and/or social media platforms (e.g. Click Frenzy Facebook, Twitter, Instagram, LinkedIn accounts).</p>
Unclaimed Prizes:	In the event of an unclaimed prize, the Promoter may at its discretion assign the prize to the entry judged the next best entry, conduct a further judging to award the prize, or withdraw the prize unawarded. The Promoter is under no obligation to award any unclaimed prize.

1. The entrant/voter agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that participation in the Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.

2. Entry opens 1/10/19 at 9:01 am AEDT and ends 29/10/19 at 11:59 pm AEDT ("Entry Period"). Voting opens 13/11/19 at 8:01 am AEDT and ends 13/11/19 at 11:59 pm AEDT ("Voting Period").
3. Entries/votes are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant/voter. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
4. Valid and eligible entries will only be accepted during the Entry Period. Valid and eligible votes only will be accepted during the Voting Period.
5. Employees (and the immediate family members) of agencies/companies directly associated with the conduct of this Promotion, the Promoter, its distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter or vote. "Immediate family member" 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.
6. The judges may select additional reserve entries which they determine to be the next best, and record them in order, in case of an invalid entry or ineligible entrant.
7. Chance plays no part in determining the finalists and Major Prize winner. The judges' decision is final and binding and no correspondence will be entered into.
8. Prepaid VISA card/cash card conditions (if applicable): Any ancillary costs associated with redeeming a Prepaid VISA card/cash card are not included. Any unused balance of a Prepaid VISA card/cash card will not be awarded as cash. Redemption of a Prepaid VISA card/cash card is subject to any terms and conditions of the issuer including those specified on the Prepaid VISA card/cash card.
9. If any finalist/Major Prize winner chooses not to take their prize (or is unable to), or does not take or claim a prize by the time specified by the Promoter, or is unavailable, they forfeit the prize and the Promoter is not obliged to substitute the prize.
10. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
11. If a prize (or portion of a prize) is unavailable the Promoter reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and/or specification.
12. No entry fee is charged by the Promoter to enter the Promotion or vote in the Promotion, other than any cost paid by the entrant/voter to access the website of entry/voting via their Internet service provider.
13. If there is a dispute as to the identity of an entrant, finalist or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant, finalist or winner.
14. Entrants'/voters' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. The Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant/voter electronically. The Promoter is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and its privacy policy which is located at <https://www.clickfrenzy.com.au/privacy-policy/>. The Promoter's privacy policy contains information about how the entrant/voter may access, update and seek correction of the personal information the Promoter holds about them and how the entrant/voter may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. The Promoter collects personal information about entrants'/voters to enable them to participate in this Promotion and may disclose the entrants'/voters' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion. If the entrant/voter does not provide their personal information as requested, they may be ineligible to enter/vote or claim a prize in the Promotion. Personal information collected from entrants'/voters will not be disclosed to any entity located outside of Australia.
15. It is a condition of accepting a prize and/or position as a finalist, that an entrant/finalist/winner may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a prize/being awarded position as a finalist.
16. If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier and the provision of the prize is the sole responsibility of the third party and not the Promoter. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Conditions of Entry, to the extent of any inconsistency. The Promoter accepts no responsibility or liability for any delay or failure by the third party to

deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.

17. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).
18. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure, technical capabilities or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries/votes, or suspend or modify a prize. The Promoter reserves the right to amend these Conditions of Entry at any stage.
19. The Promoter reserves the right, at any time, to validate and check the authenticity of entries, voters, voter's and entrant's details (including an entrant's/voter's identity, age and place of residence). In the event that an entrant/finalist/winner cannot provide suitable proof as required by the Promoter to validate their entry, the entrant/finalist/winner will forfeit their finalist position/right to a prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Incomplete votes are ineligible to be considered. 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.
20. The use of any automated entry or voting software or any other mechanical or electronic means that allows an entrant to automatically enter or vote repeatedly is prohibited and will render all entries/votes submitted by that entrant invalid.
21. The Promoter reserves the right, at any time: (a) to invalidate votes any it reasonable believe has been submitted fraudulently; and/or (b) to disqualify any finalist (or invalidate his/her finalist entry) that the Promoter reasonably suspects has paid, bartered or offered payment or other consideration to another person in exchange for votes or has otherwise encouraged or procured any person to submit votes contrary to these Terms and Conditions. The Promoter is not obliged to disqualify votes or entrants/finalists for non-compliance with this clause.
22. All material submitted on entry (e.g. Video(s), photo(s), image(s), drawing(s), comment(s), sound/video recording(s) and answer(s) to a promotional question) must NOT: (a) be in breach of any laws, regulations and rights, e.g. any laws regarding intellectual property (copyright, trademarks, etc), defamation and privacy; (b) be defamatory, obscene, derogatory, pornographic, sexually inappropriate, contain nudity, aggressive, violent, abusive, harassing, threatening, objectionable or discriminate/vilify any section of the community with respect to race, ethnicity, nationality, religion, origin, sexual preference, mental illness, disability or gender or unsuitable for publication; or (c) contain viruses. Entrants warrant that they own or have the right to license the copyright in any entry submitted by them into this Promotion, for the purposes of this Promotion, that no rights have been granted to any third party in respect of any such entry which would prevent the entry being used as contemplated by this Promotion, and that the use by the Promoter of any such entry will not breach any laws or infringe the rights of any person (including without limitation with respect to privacy, intellectual property and defamation). Entrants must obtain prior consent from any person or from the owner(s) of any property that appears in their entry. By entering, all entrants license and grant the Promoter, its affiliates and sub-licensees an exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (including any portion of their entry) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability. Entrants further agree, upon request by the Promoter, to assign all of their rights, title and interest (including copyright) in and to their entry to the Promoter and to sign any legal documentation to confirm such assignment. Entrants agree that their entry is their original work and does not infringe the rights of third parties, or that they have obtained full prior consent from any person who has jointly created or has any rights in the aforementioned material. Entrants consent to any use of their entry that may otherwise infringe their moral rights. Entrants are responsible for all entries they submit on entry. The Promoter will not be liable for any entries, to the extent permitted by law. The Promoter reserves the right to remove, request removal or decline to publish any entry or portion of an entry for any reason whatsoever, including if in breach of these Terms and Conditions. The Promoter will have no liability to entrants if it exercises this right and entrants must comply with any request made by the Promoter pursuant to this paragraph. The entrant warrants and represents that any material sent or provided by the entrant to the Promoter will not infringe any copyright, trademarks or other intellectual property rights of any third party

(including moral rights) and that the entrant has all rights to use the materials and has obtained all necessary consents to comply with any relevant privacy and/or confidentiality requirements. Entrants agree to indemnify the Promoter for any breach of the Terms and Conditions including this clause.

23. The Promoter reserves the right to disqualify entries/votes in the event of non-compliance with these Conditions of Entry. In the event that there is a dispute concerning the conduct of the Promotion, the decision of the Promoter is final and binding on each entrant/voter and no correspondence will be entered into.
24. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
25. The entrant/voter will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.
26. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.
27. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.