

YourSayPays Chance to Win \$100,000 Promotion

Terms and Conditions

Promoter	iGoDirect Group (ABN17 110 897 320), of 41 Stubbs Street Kensington VIC 3031
Who can enter?	Only Australian residents who are aged 18 or over.
Who can't enter?	Directors, officers, management and employees (and their immediate families) of: (a) the Promoter; and (b) the agencies, companies or participating premises associated with this competition.
Competition Period	From 09.00am (AEST) on 02/09/2022 to 11.59pm (AEST) on 31/01/2023.
Where will the competition run?	The competition will run online at www.yoursaypays.com.au/promo22
Website	www.yoursaypays.com.au/promo22
Entry instructions	To enter, you must, during the Competition Period: Visit the website and register to be a member of YourSayPays panel and complete at least two surveys each month (including screen outs) from the competition start date of the 02/09/2022 until 31/01/2023. All members who have joined prior to the competition start date will be automatically entered into the competition, however they must meet the criteria of completing at least two surveys a month until 31/01/2023. If you do not wish to participate in this promotion you can opt out by contacting us at hello@yoursaypays.com.au The Promoter is not responsible if your mobile device/desktop is not sufficiently capable for the purpose of submitting an entry, including having the requisite photograph capability.
How will the drawn prize be awarded?	There will be 1 drawn winner in respect of this competition. The draw will be held at 12pm (AEDT) on 7/02/2023 at 41 Stubbs Street, Kensington VIC 3031. The first valid entry drawn randomly from the entries received during the Competition Period will win the major prize. The Promoter may draw additional reserve entries in a draw and record them in order in case a winning entry/entrant is deemed invalid (Reserve Entrants).
What can I win?	Major Prize There is one (1) prize. The Major Prize is the opportunity to participate in the YourSaysPays Envelope Pick Game held at 41 Stubbs Street Kensington VIC 3031 for the chance to win either \$100,000 or \$1,000. If the \$100,000 envelope is selected this prize will be paid out via EFT. The \$1,000 consolation prize will be awarded via a Digital Visa Card. To participate in the YourSayPays Envelope Pick Game, the major prize winner (or their proxy) must attend the draw at 12pm (AEDT) on 28/2/2023.
Total prize pool	The total prize pool is up to \$100,000.
How many times can I enter?	One entry per person
How and when will the Major Prize winner be informed?	Winners will be notified that they have been chosen to participate in the Envelope Pick: <ul style="list-style-type: none"> • by phone; and • in writing by email, within two business days of being drawn and will have their name and state/territory of residence published on the Website on 8/02/2023
How and when must winners confirm their participating in the Envelope Pick?	Winners must confirm their participation in the Envelope Pick by 12pm (AEST) on 21/2/2023 If participation has not been confirmed by this date or if, after making all reasonable attempts, the Promoter can't contact a winner (or a winner does not contact the Promoter) by this date,

	<p>the relevant entry/ies will be discarded and the Promoter will determine a new winner. An unclaimed prize draw will occur on 22/2/2023 at the same time and location as the original draw.</p> <p>Any winner/s will be informed:</p> <ul style="list-style-type: none"> • by phone; and • in writing by email, <p>within two days of determination and will have their name and state/territory of residence published on the Website on 22/2/2023 for a period of 28 days.</p>
<p>Envelope Pick</p>	<p>The winner can participate in the Envelope Pick in one of the following ways:</p> <p>in person, by attending the Melbourne location of the Envelope Pick at the time and date specified by the Promoter; or</p> <p>by nominating a proxy to attend the Melbourne location of the Envelope Pick at the time and date specified by the Promoter on the winner's behalf. The winner must nominate a suitable proxy within the time period specified by the Promoter. If a winner nominates a proxy, the winner accepts all decisions made by the proxy. For the purposes of these Terms and Conditions, all references to a winner will also be deemed to apply to that winner's proxy, if relevant. The proxy must:</p> <p>be aged 18 years or over and able to attend the Envelope Pick at the time and date specified;</p> <p>accept and agree to be bound by these Terms and Conditions and any additional conditions provided by the Promoter or prize supplier/s and must sign any document the Promoter requires for this purpose; and</p> <p>accept that they will not receive any prizes awarded at the Envelope Pick on behalf of the relevant prize winner.</p> <p>The Envelope Pick will take place at the time, date and Melbourne location specified by the Promoter. Each winner (or their proxy) must follow the instructions provided by the Promoter in relation to their participation in the Envelope Pick, depending on their method of participation. At the Envelope Pick, the winner (or winner's proxy) will be given the chance to choose 1 envelope from a set of 100 envelopes. In each set of 100 envelopes, 1 of the envelopes will award a \$100,000 and the remaining envelopes will award a \$1,000 Prize Message. The winner will win the prize that they (or their proxy) selects. The winner (or the winner's proxy) will have only one chance to select a prize envelope, and must not touch, handle or interfere in any way with any of the other envelopes.</p> <p>In the case that the Envelope pick game cannot be held in person due to unforeseen circumstances, the game will be moved to an online Envelope pick whereby the major prize Winner will participate via a Zoom call in one of the following ways:</p> <ol style="list-style-type: none"> (a) by attending the online Zoom event organised by YourSayPays for the online Envelope Pick at the time specified by the Promoter on 28/2/2023 or (b) by nominating a proxy to attend the online Zoom event organised by YourSayPays for the online Envelope Pick at the time specified by the Promoter on the 28/2/2023 on the winner's behalf. The winner must nominate a suitable proxy within the time period specified by the Promoter. If a winner nominates a proxy, the winner accepts all decisions made by the proxy. For the purposes of these Terms and Conditions, all references to a winner will also be deemed to apply to that winner's proxy, if relevant. The proxy must: <ol style="list-style-type: none"> a. be aged 18 years or over and able to attend the online Envelope Pick on 28/2/2023 at the time specified by the Promoter; b. accept and agree to be bound by these Terms and Conditions and any additional conditions provided by the Promoter or prize supplier/s and must sign any document the Promoter requires for this purpose prior to the online Envelope Pick; and c. accept that they will not receive any prizes awarded at the online Envelope Pick via a Zoom call on behalf of the relevant prize winner. <p>The online Envelope Pick will take place on 28/2/2023 on a Zoom call organised by YourSayPays at the time specified by the Promoter. The winner (or their proxy) must follow the instructions provided by the Promoter in relation to their participation in the online Envelope Pick, depending on their method of participation. At the online Envelope Pick, the winner (or the winner's proxy)</p>

	<p>will be given the chance to choose 1 envelope from a set of 100 envelopes shown on the screen. In the set of 100 envelopes, 1 of the envelopes will award a \$100,000 prize and the remaining envelopes will award a \$1,000 prize. The winner will win the prize that they (or their proxy) selects. The winner (or the winner's proxy) will have only one chance to select a prize envelope.</p> <p>Winner will be confirmed in writing by email within two business days and will have their name and state/territory of residence published on the Website by 3/3/2023.</p>
Collection and use of your personal information	<p>If you are a winner, you must take part in all publicity, photography and other promotional activity as the Promoter requires, without any compensation. You consent to the Promoter using your name and image in any promotional or advertising activity.</p> <p>The Promoter may collect your personal information directly or through its agents or contractors. The Promoter will use your personal information to conduct and manage the competition. The Promoter may disclose your personal information to its related companies, agents and contractors to assist in conducting this competition, communicating with you or storing data. This may include disclosures to organisations outside Australia including in places such as New Zealand and the Philippines.</p> <p>By entering, you consent to the Promoter keeping your personal information on its database to use for future marketing purposes, including contacting you by electronic messaging. By entering, you consent to receive email or SMS messages from the Promoter without any functional unsubscribe facility.</p> <p>The Promoter's Privacy Policy (see https:// https://yoursaypays.com.au/privacy-policy.html) includes information about:</p> <p>(a) how to seek access to the personal information the Promoter holds about you and seek correction of the information; and</p> <p>(b) how to complain about a privacy breach and how the Promoter will deal with such a complaint.</p>
Permit numbers	<p>Authorised under:</p> <p>ACT Permit No. TP 22/01529</p> <p>SA Licence No. T22/1247</p> <p>NSW Authority No. TP/02076</p>

- 1 These Terms and Conditions incorporate and must be read together with the details outlined in the table above. Information about prizes and how to enter forms part of these Terms and Conditions. By entering, you accept these Terms and Conditions.

Entry

- 2 Your entry must be received during the Competition Period and will be deemed to a valid entry only when received by the Promoter. If you fail to complete at least two surveys per month while a member or unsubscribe to YourSayPays during the competition period your entry will be forfeited. The Promoter is not liable for any problems with communications networks. You are responsible for your own costs associated with entering. If you enter using automatically generated entries or multiple phone numbers/email addresses/addresses/aliases, you will be disqualified and removed from the Major prize draw. All members who have joined prior to the competition start date (above) will be automatically entered into the competition, however they must also meet the criteria of completing at least two surveys a month to be eligible to go in the draw for the Chance to Win \$100,000.

Prizes

- 3 Prize/s and all elements of prize/s must be taken as and when offered or will be forfeited, and if forfeited, the Promoter will not be liable. Prize/s are subject to any additional terms and conditions imposed by the relevant supplier or the Promoter, including, as relevant:
- (a) validity period/s;
- (b) booking and availability of flights, accommodation and events;
- (c) conditions of travel and conditions of entry into any event venues (including behaviour requirements and applicable dress codes);
- (d) conditions of ticket validity and any restrictions on ticket on-sale or transfer;

- (e) travel dates and specified travel exclusion periods;
 - (f) any additional fees (payable by you) relating to changes made by you/your companion to a travel/event prize after it has been booked; and
 - (g) a requirement that any person taking the prize that is aged under 18 years old must be accompanied by their parent or guardian at all times.
 - (h) By using the Digital Visa Card you agree to the full Digital Visa Card terms and conditions. Digital Gift Cards are issued by Flexewallet Pty Ltd ABN 16 164 657 032 ("Issuer") at the request of iGoDirect Group Pty Ltd ACN 110 897 320 ("iGoDirect"). iGoDirect has all rights in relation to the True Rewards eGift Card Platform and the Widgets ("True Rewards"). The Issuer uses ANZ as an authorised deposit-taking institution and is a member of Visa. Digital Gift Cards are redeemable at retailers with contactless payment facilities or online merchants which support Apple Pay or Google Pay (some retailers may not accept Digital Gift Cards). Full Digital Visa Gift Card terms and conditions can be viewed at <https://truerewards.com.au/visa-gift-card-terms>
- 4 You/your companion/s are responsible for all other unspecified costs related to the Major prize, including meals, insurance (including excesses) and any in-room charges (if applicable).
- 5 The Promoter is not responsible for any dispute between you and any person with whom you choose to, or choose not to, share the prize.
- 6 Where relevant, the Promoter accepts no responsibility if one or more of the events or activities awarded as part of the prize are abandoned, called off or postponed for any reason. In that case you/your companion/s forfeit your entitlement to that event/activity. Similarly, while the Promoter will make all reasonable efforts to ensure the participation of any specified celebrity/ies in the prize element/s, the Promoter and prize suppliers exclude, so far as legally permissible, all liability if for any reason the celebrity/ies do not attend the prize element/s due to circumstances beyond the reasonable control of the Promoter and prize suppliers (e.g. illness). Unless otherwise specified by the Promoter, you will not be given cash or any alternative prize as a substitute for this altered prize element.

General

- 7 Any failure by you or (if applicable) your companion/s to comply with the conditions imposed by the prize supplier(s) may result in the prize being cancelled or withdrawn without liability for the Promoter or the prize supplier(s).
- 8 For event-based/travel prizes, you and (if applicable) your companion/s accept that some aspects of the prize may be inherently risky and that the prize may involve dangerous activities.
- 9 If specified, in order to participate in the activity/activities awarded as part of the prize, you/your companion/s must comply with any applicable conditions (e.g. height, weight, health and fitness requirements). You must ensure that you/your companion/s are healthy and fit enough to take the prize. You/your companion/s must follow all requirements of the people responsible for managing the relevant activity/ies.
- 10 You/your companion/s must, if required by the Promoter, sign disclaimer and release forms provided by the Promoter in favour of the Promoter and other parties before taking the prize. If you or any companion/s do not sign, your entry will be deemed invalid and you will lose any entitlement to a prize.
- 11 If you or your entry are deemed by the Promoter to breach these Terms and Conditions including if the prize is on set dates and you are unable to take the prize on the relevant date/s, your entry (or at the Promoter's discretion, all of your entries) may be discarded. The Promoter may, at any time, require you to produce documentation to establish to the Promoter's satisfaction the validity of your entries (including documentation establishing your identity, age, place of residence and place of employment). Failure by the Promoter to enforce any of its rights at any stage does not waive those rights.
- 12 You must not:
- (a) tamper with the entry process;
 - (b) engage in any conduct that may jeopardise the fair and proper conduct of the competition;
 - (c) act in a disruptive, annoying, threatening, abusive or harassing manner;
 - (d) do anything that may diminish the good name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with this competition;
 - (e) breach any law; or
 - (f) behave in a way that is otherwise inappropriate.
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- 13 If companion/s can take the prize with you, you are responsible for your companion/s and the Promoter may disqualify all entries from, and prohibit further participation in this competition by, you or any or all of your companion/s if they breach these conditions, whether or not legally bound by them.
- 14 If you (or your companion/s, if applicable), in the opinion of the Promoter (and/or a medical professional, as relevant to the circumstances), are intoxicated, under the influence of alcohol or any other drug, behave aggressively or offensively, or behave in a manner which may diminish the good name or reputation of the Promoter or any of its related entities or the agencies or companies associated with this competition, is contrary to law or is otherwise inappropriate, the Promoter may cancel the prize or restrict you (and your companion/s) from participating in any elements of the prize, at its discretion.
- 15 The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted including failure of any third parties to forward entry forms for inclusion in the draw, where relevant.
- 16 If any dispute arises between you and the Promoter concerning the conduct of this promotion or claiming a prize, the Promoter will take reasonable steps to consider your point of view, taking into account any facts or evidence you put forward, and to respond to it fairly within a reasonable time. In all other respects, the Promoter's decision in connection with all aspects of this competition is final.
- 17 Prizes cannot be transferred or exchanged nor (except where cash is specified) redeemed for cash. Without limiting any other term of these Terms and Conditions, all prizes (and elements of prizes) must be taken as and when specified, or will be forfeited with no replacement. The prize values are correct as at the date of preparing these Terms and Conditions and include any applicable GST. The Promoter is not responsible for any change in prize value. You agree that if a prize (or element of a prize) is unavailable for any reason the Promoter may provide another item of equal or higher value, subject to any necessary approval by the state/territory gaming authorities.
- 18 If publication will take place, by entering, you request that your full address not be published.
- 19 Where relevant for instant win promotions, printing and other quality control errors outside the Promoter's control will not invalidate an otherwise valid prize claim. Every instant win prize claim in excess of the advertised prize pool will be honoured, unless the claim is rejected due to fraud or ineligibility under these Terms and Conditions.
- 20 If this competition cannot run as planned for any reason beyond the Promoter's control, for example due to software, hardware or communications issues, unauthorised intervention, tampering, fraud or technical failure, government directives, pandemic, public health orders and the like, the Promoter may end, change, suspend or cancel the competition or disqualify affected entries/entrants, subject to any necessary approval by the state/territory gaming authorities.
- 21 The Promoter is not responsible for any tax implications arising from you winning a prize. You should seek independent financial advice. If for GST purposes this competition results in any supply being made for non-monetary consideration, you must follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.

Liability

- 22 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
- 23 Subject to the previous paragraph, the Promoter and the agencies and companies associated with this competition are not liable (including in negligence) for any loss (including indirect, special or consequential loss or loss of profits), expense, damage, personal injury (including allergies, skin conditions or other reactions, as relevant), illness or death suffered in connection with this competition or any prize, except for any liability which under statute cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).
- 24 Without limiting the previous paragraph, the Promoter and the agencies and companies associated with this competition are not liable for any loss of, damage to or delay in delivery of prize/s, or for any damage that occurs to displayed prize/s (where relevant). Unless otherwise specified, prize/s will only be delivered to addresses in Australia.
- 25 This competition is in no way sponsored, endorsed or administered by, or associated with any social media platform, including Facebook, Instagram and Twitter. You provide your information to the Promoter and not to any social media platform. You completely release any relevant social media platforms from any and all liability.
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