

SHARP CHRISTMAS PROMOTION 2015
CONDITIONS OF ENTRY

1. Information on how to enter, mechanics of entry and prizes form part of these Conditions of Entry. Entry into the promotion is deemed acceptance of these Conditions of Entry.

ELIGIBILITY

2. Entry into the promotion is only open to Australian residents aged 18 years and older (**Entrants**). The directors, management and employees (and their immediate families) of the Promoter, its related entities, printers, suppliers, providers and agencies whom are directly associated with the conduct of this promotion are ineligible to enter the promotion. Immediate family 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.

PROMOTIONAL PERIOD

3. Promotion starts at 9:00am (AEDT) on **02/11/2015** and ends at 11:59pm (AEDT) on **08/01/2016** (**Promotional Period**).
4. Qualifying Products must be purchased between 9:00am (AEDT) on **02/11/2015** and 11:59pm (AEDT) on **31/12/2015** (**Purchase Period**). Online entries will close at 11:59pm (AEDT) on **8/1/2016**.

PARTICIPATING RETAIL OUTLETS

5. The promotion will be conducted in individual participating retail outlets, Australia wide (**Participating Outlets**). These Conditions of Entry apply to each Participating Outlet except where context indicates otherwise.

HOW TO ENTER

6. To enter the promotion, Entrants must, during the Promotional Period:
 - a. Purchase in one transaction any Qualifying Product (as listed in Schedule 1) from any Participating Outlet in Australia during the Purchase Period (**Eligible Purchase**);
 - b. complete an entry form by logging on to www.sharpchristmas.com.au (**Promotional Website**), select the promotion button on the Promotional Website and fully complete and successfully submit the online entry form in the manner required, including providing the Entrant's full name, current and valid email address, mobile telephone number, residential address, date of birth, date of purchase, the Participating Outlet where the purchase was made, invoice number, product serial number located on the Qualifying Product and the product code located on the packaging of each Qualifying Product ; and
 - c. retain the purchase receipt for each Eligible Purchase (**Purchase Receipt**) and the Qualifying Products' packaging.
7. Multiple entries accepted however each entry must be based on a separate Eligible Purchase, submitted separately and must independently comply with these Conditions of Entry. Entrants who successfully enter the promotion during the Promotional Period and in the manner set out in these Conditions of Entry will receive the number of entries into the draw as set out in Schedule 1 for each Eligible Purchase.
8. Selection of Qualifying Products is subject to availability at each Participating Outlet and based on reasonably anticipated demand. Eligible products may not be available for sale in all Participating Outlets at all times during the Promotional Period. The Promoter accepts no responsibility for any Qualifying Product being unavailable at a Participating Outlet during the Promotional Period.
9. Once an Entrant submits their entry and the Promoter receives and confirms the entry has been successfully received, a message will appear on screen advising the Entrant that they have been

entered into the draw. If an online entry is not successful because the product code (located on the packaging of each Qualifying Product) or serial number (located on the qualifying product) submitted by the Entrant is not recognised by the Promoter as an eligible product code or product serial number for the promotion, an "invalid code" message will appear on screen. The "invalid code" message will prompt the Entrant to check their product code and product serial number and resubmit their online entry in the manner required.

10. Entries will be deemed accepted at the time of receipt by the Promoter and not at the time of transmission. Entries received will be considered final by the Promoter. Incomplete, inaccurate, erroneous, ineligible or incomprehensible entries will be deemed invalid. The Promoter accepts no responsibility for late, lost or misdirected entries. Contact details entered incorrectly by an Entrant on the Promotional Website will deem an entry invalid. Costs associated with accessing the Promotional Website remain an Entrant's responsibility and may vary depending on the Internet service provider used.
11. The use of any automated entry software or any mechanical, electronic or other means that allows an Entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that Entrant invalid.
12. Each Entrant must retain and may be required to present proof of each Eligible Purchase in order to claim a prize. An Entrant may be required to provide to the Promoter proof of purchase for all entries made. If an Entrant is unable to provide proof of purchase for all entries made within the required timeframes, then all the entries of that Entrant will be ineligible and deemed invalid. Proof of purchase includes showing the original and providing a photocopy of the Purchase Receipt. Purchase Receipts must clearly specify the Participating Outlet where the Eligible Purchase was made and that the Eligible Purchase was made during the Promotional Period but prior to submitting their entry.

DRAW

13. The draw to determine the winners will take place at 10:30am (AEDT) on **15/01/2016** at 1/3 Green Street, Brookvale NSW 2100. The winners will be notified by telephone and in writing within two (2) days of the draw. The winners' names and locality will be published on the promotion website www.sharpchristmas.com.au. The name and locality of any NSW winner(s) of prizes valued over AUD\$500.00, any ACT winner(s) of prizes valued at or over AUD\$1,000.00, any VIC winner(s) of prizes valued over AUD\$1,000.00, any NT winner(s) of prizes valued over AUD\$5,000.00 and any SA winner(s) of prizes valued over AUD\$250.00 will be published in The Australian on **21/01/2016**. All reasonable steps to notify winners of the results of the promotion will be taken by the Promoter. The Promoter's decision is final and no correspondence will be entered into.
14. The Promoter may draw 100 additional reserve entries in the draw and record them (in order) in case an invalid entry or ineligible Entrant is drawn or the Entrant is ineligible to accept or declines to participate in a prize. In the event of an invalid entry or an ineligible Entrant, or if the Entrant is ineligible to accept or declines to participate in a prize, the prize will be awarded to the first reserve entry drawn. If the prize cannot be awarded to the Entrant drawn, the Promoter will continue this process until the prize is awarded. If after this process a prize has still not been awarded, or if an Entrant drawn cannot be notified, the Promoter will hold an unclaimed prize draw in accordance with Condition 17.

PRIZES

15. **Prizes:** The first 141 eligible entries randomly drawn from all entries received during the Promotional Period will each win one (1) prize outlined in Schedule 2. The prizes will be drawn and awarded in the following order;
 - a. the first two (2) eligible entries randomly drawn will receive a cash prize of AUD\$15,000.00 via direct deposit (please see Schedule 2 for a full description of the prize and additional prize terms and conditions);
 - b. the next four (4) eligible entries randomly drawn will each receive a Flight Centre Holiday Voucher valued at AUD\$5,000.00 (please see Schedule 2 for a full description of the prize and additional prize terms and conditions);

- c. the next ten (10) eligible entries randomly drawn will each receive an Apple iPad Air 32 GB valued at AUD\$629.00 (please see Schedule 2 for a full description of the prize and additional prize terms and conditions);
- d. the next ten (10) eligible entries randomly drawn will each receive a GoPro Hero 4 Silver Adventure valued at AUD\$580.00 (please see Schedule 2 for a full description of the prize and additional prize terms and conditions);
- e. the next ten (10) eligible entries randomly drawn will each receive an xBox One Kinect Bundle valued at AUD\$535.00 (please see Schedule 2 for a full description of the prize and additional prize terms and conditions);
- f. the next twenty five (25) eligible entries randomly drawn will each receive a Fitbit Flex valued at AUD\$129.95 (please see Schedule 2 for a full description of the prize and additional prize terms and conditions);and
- g. the next eighty (80) eligible entries randomly drawn will each receive a Hoyts Adult Gift pass valued at AUD\$40.00 (please see Schedule 2 for a full description of the prize and additional prize terms and conditions).

GENERAL

- 16. Total maximum prize pool value is **AUD\$73,888.75**. Prizes are not transferable or exchangeable. Prizes must be taken as offered and cannot be varied. The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought.
- 17. **Unclaimed Prize Draw:** The Promoter may conduct a further draw at the same time and place as the original draw as is necessary on **22/04/2016** in order to distribute any prize(s) (if any) unclaimed by that date, subject to any written directions given under applicable State or Territory legislation. In the event of any winner(s) in the unclaimed prize draw, the winner(s) will be notified by telephone and in writing and the name and locality of any NSW winner(s) of prizes valued over AUD\$500.00, any ACT winner(s) of prizes valued at or over AUD\$1,000.00, any VIC winner(s) of prizes valued over AUD\$1,000.00, any NT winner(s) of prizes valued over AUD\$5,000.00 and any SA winner(s) of prizes valued over AUD\$250.00 will be published in The Australian on **29/04/2016**. All reasonable steps to notify any winner of the results of the unclaimed prize draw (if any) will be taken by the Promoter. The Promoter's decision is final and no correspondence will be entered into.
- 18. Entrants can only enter in their own name. Entrants who provide incorrect, misleading or fraudulent information are ineligible to participate in the promotion and all entries of an Entrant who is deemed by the Promoter to have provided incorrect, misleading or fraudulent information may, at the discretion of the Promoter, be deemed invalid. The Promoter reserves the right to request the Entrant produce (within the requested time) appropriate photo identification or other documentation (to the Promoter's satisfaction, at its sole discretion) in order to confirm the Entrant's identity, age, residential address, eligibility to enter and claim a prize, and any information submitted by the Entrant in entering the promotion, before issuing a prize. If the documentation required by the Promoter is not received by the Promoter (or its nominated agent) or an Entrant or entry has not been verified or validated to the Promoter's satisfaction then all the entries of that Entrant will be ineligible and deemed invalid.
- 19. The Promoter reserves the right to verify the validity of any and all entries and reserves the right to disqualify any Entrant for: (a) tampering with the entry process; (b) submitting an entry which is not in accordance with these Conditions of Entry; or (c) if the Entrant is engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
- 20. Prizes will only be awarded following any winner validation and verification that the Promoter requires in its sole discretion. Prizes will only be awarded where the product code fulfils all of the requirements of the Promoter's verification tests and procedures. The verification tests and procedures shall be determined by the Promoter in its absolute discretion.

21. It is a condition of accepting a prize that the winner may be required to sign eligibility form(s), and/or legal release(s) (including prize acceptance release(s)) in a form determined by the Promoter in its absolute discretion.
22. Any attempt to cause malicious damage or interference with the normal functioning of the Promotional Website, or the information on the Promotional Website, or to otherwise undermine the legitimate operation of this promotion may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to seek damages to the fullest extent permitted by law. If the Promoter suffers loss or incurs any costs in connection with any breach of these conditions of entry or any other legal obligation by an Entrant, the Entrant agrees to indemnify the Promoter for those losses, damages and costs.
23. If a prize becomes unavailable, for any reason beyond the Promoter's reasonable control, then a comparable prize of equal or greater value will be awarded in lieu, subject to any written directions made under applicable State or Territory legislation.
24. If for any reason this promotion is not capable of running as planned for any reason beyond the reasonable control of the Promoter including because of war, terrorism, state of emergency or disaster (including natural disaster), infection by computer virus, bugs, tampering, unauthorised intervention, technical failures or anything which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this promotion, the Promoter reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the promotion and/or if necessary to provide an alternative prize or prizes to the same value as an original prize or prizes, subject to any written directions made under applicable State or Territory legislation.
25. The Promoter and its associated agencies and companies exclude all liability (including negligence) except for any liability that cannot be excluded by law (including any applicable consumer guarantee under the Australian Consumer Law, Schedule 2 of the *Competition and Consumer Act 2010* (Cth)), for any direct or indirect injury, loss and/or damage arising in any way out of the promotion. This includes, but is not limited to: (i) technical malfunctions, delays or failures, including those resulting from accessing any materials related to this promotion and any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, this promotion as a result of any technical malfunctions, delays or failures; (ii) theft, unauthorised access or third party interference; (iii) lost or damaged entries, prize claims or prize(s); and/or (iv) acceptance and/or use of any prize. Applicable manufacturers and/or distributors should be contacted in regards to all prize warranty claims (where applicable).
26. To the extent permitted by law, each Entrant indemnifies, and must defend and hold harmless, the Promoter and its employees, servants, agents and contractors, from and against all Losses arising from: (i) a breach by the Entrant of any of these Conditions of Entry; (ii) any third party claim arising directly or indirectly from a breach by the Entrant of any of these Conditions of Entry; (iii) a negligent, willful or otherwise wrongful act or omission of the Entrant; (iv) fraudulent or dishonest acts or omissions by the Entrant; (v) any breach by the Entrant of any applicable Laws; (vi) any claim by any third party (including individuals, legal entities and governmental departments or agencies) arising directly or indirectly as a result of the Entrant entering the Promotion; (vii) the death of, or personal injury to, any person or any damage to, or loss or destruction of, any real or tangible personal property, to the extent caused by any act or omission of the Entrant; and (viii) any claim or allegation that the Entrant's Entry infringes a third party's Intellectual Property Rights or constitutes an unlawful disclosure or misuse or misappropriation of another party's trade secret or confidential information.
27. As a condition of entering this promotion, an Entrant consents to, in the event they are a winner, the Promoter using the Entrant's name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period of time without further notification, remuneration or compensation for the purpose of promoting, publicising or marketing the promotion (including any outcome), and/or promoting any products or services manufactured, distributed and/or supplied by the Promoter. The Entrant agrees that, in the event they are a winner, the Entrant will participate in all reasonable promoted activities in relation to the Promotion as requested by the Promoter and its agents.
28. An entry and any copyright subsisting in an entry irrevocably becomes, at time of entry, the property of the Promoter. The Promoter collects personal information about an Entrant to include the Entrant in the promotion and, where appropriate, award prizes. If the personal information

requested is not provided, the Entrant cannot participate in the promotion and is deemed ineligible.

29. An Entrant also agrees that the Promoter may, in the event the Entrant is a winner, publish or cause to be published the Entrant winner's name and locality in any media, as required under the relevant State or Territory lottery legislation. An Entrant can gain access to, update or correct any personal information held by the Promoter by contacting the Promoter's Privacy Officer at ccare@sharp.net.au or on 02 9830 4600. All personal information will be stored at the office of the Promoter. A copy of the Promoter's Privacy Policy in relation to the treatment of personal information collected may be obtained by contacting the Promoter.
30. The Promoter will provide to each Entrant, at time of entry into the promotion, a collection statement that details the Personal Information being collected, the purpose of its collection, where the Personal Information will be stored and how it will be shared with third parties. The collection statement will be included on the online entry form at sharpchristmas.com.au. The collection statement will comply with the Promoter's disclosure obligations under the *Privacy Act 1988* (Cth).
31. By entering the promotion, Entrants acknowledge that a further primary purpose for collection of the Entrant's Personal Information by the Promoter is to contact the Entrant in the future with information about the Promoter, including special offers, market research or to provide the Entrant with marketing materials via any medium including mail, telephone and commercial electronic messages (SMS (Short Message Service), MMS (Multimedia Message Service), IM (Instant Messaging) and email) or any other form of electronic, emerging, digital or conventional communications channel whether existing now or in the future. The Promoter may share an Entrant's Personal Information with its Australian and overseas related companies, servants, employees, agents and trusted third parties who may contact the Entrant for their legitimate commercial purposes, including special offers, market research or to provide the Entrant with marketing materials in this way. By entering the promotion, Entrants acknowledge and agree that the Promoter and any applicable third parties may use their Personal Information in the manner set out in this condition.
32. The Promotional Website may contain links to other websites (**Linked Sites**). The Promoter is not responsible for the content of any Linked Sites, whether or not the Promoter is affiliated with the Linked Sites. The Promoter does not in any way endorse any Linked Sites and is not responsible for the quality or delivery of any products or services offered, accessed or advertised by such Linked Sites. To the extent that these Linked Sites collect Personal Information or postings from Entrants, the Promoter shall bear no responsibility or liability for the manner in which such information or postings are used or exploited. The Linked Sites are for Entrants' convenience only and Entrants agree to access them at their own risk.
33. In these Conditions of Entry: "**Laws**" means all laws including rules of common law, principles of equity, statutes, regulations, proclamations, ordinances, by-laws, rules, regulatory principles and requirements, statutory rules of an industry body, statutory mandatory codes of conduct, writs, orders, injunctions, judgments, and generally accepted accounting principles in Australia. "**Losses**" means loss, damage, liability, charge, expense or cost (including all reasonable legal and other professional costs on a full indemnity basis) of any nature or kind. "**Personal Information**" means, for the purpose of the *Privacy Act 1988* (Cth), information or an opinion about an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not and whether the information or opinion is recorded in a material form or not.
34. **Promoter:** Sharp Corporation of Australia Pty Ltd (ABN 40 003 039 405) of 1 Huntingwood Drive, Huntingwood NSW 2148. Telephone: 1300 13 50 22.

NSW Permit No. LTPS/15/07786. SA Permit No. T15/1772. ACT Permit No. TP 15/07633.

SCHEDULE 1

QUALIFYING PRODUCTS AND NUMBER OF ENTRIES PER QUALIFYING PRODUCT

The Qualifying Products listed in Column 1 the table below entitle the purchaser, subject to the Terms and Conditions of Entry, to the corresponding number of entries listed in Column 3 in the table below.

Column 1	Column 2	Column 3
Qualifying Product Code	Qualifying Product Description	Number of Entries per Qualifying Product
SJFS676VBK	Refrigerator	10
SJFS676VSL	Refrigerator	10
SJFP676VSL	Refrigerator	10
SJFP624VBK	Refrigerator	10
SJFJ676VBK	Refrigerator	10
SJFJ676VWH	Refrigerator	10
SJF624STSL	Refrigerator	5
SJF676STSL	Refrigerator	5
SJXP580GBK	Refrigerator	5
SJXP580GSL	Refrigerator	5
SJGC584RBK	Refrigerator	4
SJGC584RSL	Refrigerator	4
SJGJ584VBK	Refrigerator	4
SJGJ584VWH	Refrigerator	4
SJSC584RWH	Refrigerator	4
FUY30JW	Air Purifier	1
FUA80JW	Air Purifier	2
KCA50JW	Air Purifier	2
KCA60JW	Air Purifier	2
ESV80HA	Laundry	2
R350YW	Microwave	1
R350YS	Microwave	1
R395YS	Microwave	1

R395YBK	Microwave	1
R890NS	Microwave	2
R890NW	Microwave	2
R990KS	Microwave	4
R990KW	Microwave	4
AX1100JS	Microwave	2
AX1500JS	Microwave	4

SCHEDULE 2

PRIZE DESCRIPTIONS AND ADDITIONAL TERMS AND CONDITIONS FOR PRIZES

Prize	Value of Each Prize	Max No. of Prizes	Total Max Value
Cash Prize (via direct deposit to winner)	\$15,000.00	2	\$30,000.00
Flight Centre Holiday Voucher	\$5,000.00	4	\$20,000.00
Apple iPad Air 32GB	\$629.00	10	\$6,290.00
GoPro Hero 4 Silver Adventure	\$580.00	10	\$5,800.00
xBox One Kinect Bundle	\$535.00	10	\$5,350.00
Fitbit Flex	\$129.95	25	\$3,248.75
Hoyts Adult Gift Pass (double pass)	\$40.00	80	\$3,200.00
	TOTAL	141	\$73,888.75

General

1. The value of each prize and the total number of prizes to be awarded for the Promotion are in accordance with the table above.
2. All costs not expressly stated, but which may be incurred in acceptance and use of the prizes, are the responsibility of the winner. Each winner is only entitled to the relevant prize as outlined in these Conditions of Entry and is not entitled to any additional prize or cash reimbursement to compensate for any difference in actual prize redemption cost and prize value.
3. Product warranty for all prizes is provided by the applicable manufacturers and/or distributors and not the Promotor. Contact the manufacture and/or distributor of the prizes for details of any product warranty.

Cash Prize

4. AUD \$15,000.00 cash prize will be provided by electronic funds transfer to a bank account nominated by the winners in writing. Bank account details will be requested from the winners after the winners are notified that they have won the prize.
5. It is the sole responsibility of the winner to provide the correct bank account details to the Promotor. The Promotor and its associated agencies and companies exclude any liability (except for any liability that cannot be excluded by law) for money transferred to a bank account that is not the winners' bank account where the winner has provided incorrect bank account details.

Flight Centre Holiday Voucher

6. Winners of the Flight Centre Holiday Vouchers may spend the vouchers at any participating Flight Centre store (please see www.flightcentre.com.au for participating stores).
7. The prize will be mailed to the residential address provided by the winners on their online entry form unless otherwise agreed by the Promotor and the winner. The precise date and method for the delivery of the prizes will be subject to the availability of the prize and will be notified to the winner at the time they are notified that they have won the prize.
8. Flight Centre Holiday Vouchers are subject to their prevailing terms and conditions of use, including expiry dates, and are not replaceable if lost, stolen or damaged. Flight Centre Holiday Vouchers cannot be sold, scalped, auctioned, raffled, pledged or promoted as an incentive or reward by any third party as an inducement for any person or other entity to enter into any commercial or other arrangements with that third party. If the prize is obtained through any of these methods, it will not be honoured by the prize supplier.

Apple iPad Air 32GB

9. All costs not expressly stated, but which may be incurred in acceptance and use of the prize, are the responsibility of the winners. Such additional costs include but are not limited to Internet connection, data plans, software and Apple iPad applications not provided on the Apple iPad as part of standard retail sale (if applicable).
10. The prize will be mailed to the residential address provided by the winners on their online entry form unless otherwise agreed by the Promotor and the winner. The precise date and method for the delivery of the prizes will be subject to the availability of the prize and will be notified to the winner at the time they are notified that they have won the prize.

GoPro Hero 4 Silver Adventure

11. The prize will be mailed to the residential address provided by the winners on their online entry form unless otherwise agreed by the Promotor and the winner. The precise date and method for the delivery of the prizes will be subject to the availability of the prize and will be notified to the winner at the time they are notified that they have won the prize.

xBox One Kinect Bundle

12. The xBox One Kinect Bundle prize comprises of the following elements: Console (1), controller (1), and the following two (2) games via download: Assassin's Creed: Unity for Xbox One and Assassin's Creed IV: Black Flag for Xbox One
13. The prize will be mailed to the residential address provided by the winners on their online entry form unless otherwise agreed by the Promotor and the winner. The precise date and method for the delivery of the prizes will be subject to the availability of the prize and will be notified to the winner at the time they are notified that they have won the prize.

Fitbit Flex

14. The Fitbit Flex prize comprises of the Fitbit Flex and does not include any other accessories or components which may be required for effective use of the prize.
15. The prize will be mailed to the residential address provided by the winners on their online entry form unless otherwise agreed by the Promotor and the winner. The precise date and method for the delivery of the prizes will be subject to the availability of the prize and will be notified to the winner at the time they are notified that they have won the prize.

Hoyts Adult Gift Pass

16. The Hoyts Adult Gift Passes are a general admission double pass valid for 12 months from the date of issue. Winners of the Hoyts Adult Gift Passes may use the passes at any participating Hoyts cinemas (please see www.hoyts.com.au for participating cinemas).
17. The prize will be mailed to the residential address provided by the winners on their online entry form unless otherwise agreed by the Promotor and the winner. The precise date and method for the delivery of the prizes will be subject to the availability of the prize and will be notified to the winner at the time they are notified that they have won the prize.
18. Hoyts Adult Gift Passes are subject to their prevailing terms and conditions of use, including expiry dates, and are not replaceable if lost, stolen or damaged. Hoyts Adult Gift Passes cannot be sold, scalped, auctioned, raffled, pledged or promoted as an incentive or reward by any third party as an inducement for any person or other entity to enter into any commercial or other arrangements with that third party. If the prize is obtained through any of these methods, it will not be honoured by the prize supplier.