

**Commerce Services Australia Pty Ltd T/A The HelpDesk™
("Promoter")**

WIN TICKETS TO SEE PEARL JAM LIVE ON THE GOLD COAST!

**The HelpDesk™ - Windows 10/11 PC RapidBoost OS Accelerator Service
("Promotion")**

CONDITIONS OF ENTRY

1. Information on how to enter the Promotion and the prize form part of these Conditions of Entry. Participation in this Promotion is deemed acceptance of these Conditions of Entry.

The Promotion is open to individuals who:

- . Are residents of Queensland Australia
- . Over 18 years of age; and
- . Are not employees (or immediate family of such employees) of the Promoter, or any of its related corporations or any of the agencies associated with the Promotion (including suppliers of the prize); and
- . Have not been discovered to have breached these Conditions of Entry or Conditions of Entry of previous contests run by the Promoter,

("Entrants").

An immediate family member means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child, parent, step-parent, grandparent, step- grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.

2. The Promoter reserves the right to verify the validity of entries and to disqualify any Entrant who tampers with the entry process or who submits an entry that is not in accordance with these Conditions of Entry. It is a condition of entry that Entrants are able to accept the prize as stated. Inability to accept the prize as stated will deem the participant an ineligible Entrant and the prize won will be forfeited.
3. All prices stated are in Australian dollars (AUD), and represent the recommended retail price ("RRP") and include GST. All references to times and dates are reflected as to times and dates in Brisbane (QLD) Australia Eastern Standard Time (AEST). All times are stated using the 24-hour clock.

KEY DATES

4. The Promotion commences for cleared funds payment of a HelpDesk™ PC RapidBoost OS Accelerator Services purchased from **Wednesday 1st May 2024 at 00:01 AEST** and concludes for:

(a) HelpDesk™ PC RapidBoost OS Accelerator Services purchases before **Friday 28th June 2024 at 17:00 AEST** ("Promotion Period")

(b) Final entry submissions will be accepted until **Friday 28th June 2024 at 17:00 AEST**.

5. No responsibility will be taken by the Promoter for any ineligible or lost entries or entries submitted or received by the Promoter after the closing date. Entries that do not comply with these Conditions of Entry are incomplete, or submitted or received by the Promoter after the closing date will be declared void.
6. The Promoter's decision on the winning entry will be announced on **Monday 8th July 2024 at 12:00 AEST** at the Promoter's Head Office, at T2.101 - The Hive, Level 1, 55 Plaza Parade, Maroochydore Qld 4558. The Promoter's decision in relation to determining the winning entry is final and binding on every Entrant.
7. The winners of the Prizes will be notified within 2 business days of the Promoter's decision under paragraph 6 by phone or email relying on contact details provided by the Entrant.

HOW TO ENTER

8. To enter the Promotion an Entrant will be required to:
 - . Purchase a HelpDesk™ PC RapidBoost OS Accelerator Service during the Promotion Period.
 - . The last day for 'final entry submissions' is strictly on Friday 28th June 2024 at 17:00 AEST.
9. Any cost associated with accessing the Promotion is the Entrant's responsibility and is dependent on the Internet service provider used.
10. One entry per qualified HelpDesk™ PC RapidBoost OS Accelerator Service of a single Windows 10/11 PC Device.
11. The winning Entrant will be randomly drawn from the total of qualified HelpDesk™ PC RapidBoost OS Accelerator Services provided during the Promotion period.

ENTRY REQUIREMENTS & VERIFICATION

12. The Promoter may, at its absolute discretion, disqualify any Entrant and declare any or all entries made by an Entrant invalid if an Entrant:
 - i Tamper with the entry process, including use of any automated entry software or any other mechanical or electronic means that permit the Entrant to automatically enter repeatedly; or
 - ii Tamper with the operation of the Promotion or web site or found to be using multiple aliases, household addresses or email addresses; or
 - iii Acts in a disruptive manner; or
 - iv Fails to establish their entitlement to enter the Promotion to the Promoter's reasonable satisfaction; or
 - v Fails to produce items as required or produces items that, in the Promoter opinion, are illegible, stolen, forged, reconstructed, altered, incomplete or tampered with in any way; or
 - vi Acts in violation of these Conditions of Entry.

ENTRY DETAILS

- Entrants can only enter in their own name.
- Entries are deemed to be received at the time of cleared funds payment receipt for a HelpDesk™ PC RapidBoost OS Accelerator Service during the Promotion period.

MAJOR PRIZE

- One (1) Major Prize will be awarded for Queensland residents:

Prize Details

2 x Tickets to Pearl Jam Live in Concert – Heritage Bank Stadium, Carrara QLD – Wed 13 November 2024 (valued at AU \$515.00)

NOTE: These prizes **DO NOT INCLUDE** flights, travel, accommodation or Transfers.

- Prize value is accurate as of Friday 12th April 2024. Neither the Promoter nor the Major Prize Supplier accepts responsibility for any change in prize value. The prize winner is not entitled to receive any money from any party if there is a difference between the maximum prize value and the actual prize value at the time of the announcement of the winner.

PRIZE CONDITIONS

- The prize or any unused portion of the prize, is not transferable, exchangeable or refundable and cannot be taken as cash. The prize must be taken as stated and no compensation will be payable if the winner is unable to use the prize as stated. No variations are permitted and the prize must be taken in its entirety. Any unused portion of the prize will be forfeited.
- The Prize is subject to the standard terms and conditions of individual prize and service providers.
- The Promoter accepts no responsibility for any variation in the value, performance, or availability of the prize. The Promoter reserves the right to amend or substitute the advertised prize for a prize of equivalent or greater retail value if, for any reason beyond the Promoter's reasonable control, the Promoter is not able to give the prize winner the advertised prize, subject to relevant state or territory regulations. Any incidental costs relating to the prize are the responsibility of the winner.
- As a condition of accepting the prize, the winner must sign any legal documentation reasonably required by the Promoter including but not limited to a legal release and indemnity form.
- Personal Information about the Prize Winner will be shared with the Promoter their agents to the extent necessary for the prize components to be delivered to the prize winner.

PRIZE WINNER

- If the winner selected is deemed not to comply with these Conditions of Entry, their entry will be declared invalid and a new winner will be judged in the Unclaimed Prize Award.
- Nothing in these Conditions of Entry limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act (Cth), as well as any other implied warranties under the ASIC Act (Cth) or similar consumer protection laws in the States and Territories of Australia ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all indirect, special or consequential loss or damage arising in any way out of the Promotion.
- Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and the Major Prize Supplier (including their respective officers, employees and agents) are not responsible for and exclude all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorized access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Conditions of Entry; (e) any tax liability incurred by a winner or entrant; or (f) use of a prize.
- If the Promotion does not run for its duration or is not able to be run as planned due to, but not limited to, computer viruses, tampering, unauthorized intervention, fraud, technical failures or any other cause beyond the Promoter's reasonable control that interferes with, or affects administration, security, fairness or proper conduct of the Promotion, the Promoter reserves the right in its sole discretion to cancel, reschedule or modify the Promotion and disqualify any individual who tampers with the entry process.
- Neither the Promoter nor the Major Prize Supplier accept responsibility for any late, lost or misdirected entries due to technical disruptions, network congestion or for any other reason.
- In the case of the intervention of any outside act, circumstance or event outside the Promoter's reasonable control which prevents or significantly hinders the Promoter's ability to proceed with the Promotion on the dates and in the manner described in these Conditions of Entry, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel or reschedule the Promotion, subject to state legislation.
- The Promoter is not responsible for any incorrect or inaccurate information, either caused by the user or for any of the equipment or programming associated with or utilised in this Promotion, or for any technical error, or any combination thereof that may occur in the course of the administration of this Promotion including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of claims.

29. The Promoter reserves the right to disqualify any individual who the Promoter considers on reasonable ground to have breached any of these Conditions of Entry, or 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.

CAUTION:

Any attempt to deliberately 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.

PERSONAL INFORMATION

30. Entry details remain the property of the Promoter. Acceptance of the prize is deemed to be acceptance by the winner of these Conditions of Entry and approval to use the winner's name and photograph for publicity purposes, unless specifically requested by the winner not to do so at the time of entering the Promotion. Further, the winner may be required to participate in a media interview/s and/ or other promotional engagement as reasonably determined by the Promoter. A photograph of the winner experiencing the prize may be required to be provided to the Promoter for use on via their marketing assets and social media pages, at a later date.
31. All claims and any copyright subsisting in the claims become and remain the property of the Promoter. The Promoter collects personal information about Entrants to include Entrants in the Promotion and where appropriate award any offer and/or prize, and Entrant acknowledges that such personal information may also be disclosed to relevant third parties including to the Major Prize Supplier and its related bodies corporate and its agents for the specific purpose of administering the Promotion and providing the prize. If the personal information requested is not provided, the Entrant may not participate in the Promotion. By participating in the Promotion, each Entrant also acknowledges that a further primary purpose for collection of Entrants' personal information by the Promoter is to enable the Promoter to use the information to assist the Promoter in improving its goods and services and to contact Entrants in the future with information on special offers or provide Entrants 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 information with its Australian related companies who may contact Entrants with relevant special offers in this way. Personal information may also be accessed by the Promoter's marketing and website service providers for processing and conducting the promotion and assisting with marketing communications. By entering the Promotion, each Entrant agrees that the Promoter may use Entrants' personal information in this manner. Entrants can also request to gain access to, update or correct any personal information by contacting the Promoter at the address or phone number below. Entrants wishing to opt out of the Promoter's marketing communications can also use the address or phone number below. All personal information will be stored at the office or in the electronic database of the Promoter. The Promoter collects, uses and handles the personal information of all Entrants in accordance with its Privacy Policy is available at www.thd.net.au/privacy
32. The laws of Queensland, Australia apply to this Promotion. Entrants submit to the exclusive jurisdiction of the courts of Queensland, Australia.
33. The Promoter is Commerce Services Australia Pty Ltd T/A The HelpDesk™ (ABN 32 827 157 411)
T2.101 - The Hive, Level 1, 55 Plaza Parade, Maroochydore Qld 4558 - Ph 1300-085222 (07) 5349-7000