

Retro Game Store “RetroN 5 Giveaway”

Terms and conditions

- 1. Eligibility:** This contest is open only to those who participate in the ‘RetroN 5 Giveaway’ promotion at the Retro Game Store Australia website <https://www.retrogamestore.com.au/> and who are 18 or older at the time of entry or have a parent or guardian’s permission. The contest is only open to legal residents of Australia and is void where prohibited by law. Employees of Retro Game Store, its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, (collectively the “Employees”), and immediate family members and/or those living in the same household of Employees are not eligible to participate in the contest. The contest is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.
- 2. Agreement to Rules:** By participating, the Contestant (“You”) agree to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of Retro Game Store as final and binding as it relates to the content of this Contest.
- 3. Contest Period:** Entries will be accepted online starting on the 13th of November 2017 7PM (AEDT) and ending 4th of December 2017 7PM (AEDT). With the winners being announced on the Retro Game Store Instagram page on the 6th of December 2017 7PM (AEDT) All online entries must be received by 4th of December 2017 7PM (AEDT).
- 4. How to Enter:** The contest must be entered by completing the entry form on the Retro Game Store website <https://www.retrogamestore.com.au/retron-5-giveaway> before the closing date of 4th of December 2017 7PM (AEDT). All information provided must be truthful and accurate. The entry must fulfil all Contest requirements, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Retro Game Store. Only one entry per person will be permitted. You may not enter more times than indicated by using multiple email addresses, identities, or devices in an attempt to circumvent the rules. If You use fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of Retro Game Store.
- 5. Prizes:** The Winner(s) of the Contest (the “Winner”) will receive a grey ‘RetroN 5 Console’ valued at \$269.99 AUD. Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by Retro Game Store. No cash or other prize substitution shall be permitted except at Retro Game Store’s discretion. The prize is non-transferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of Winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted. Acceptance of prize constitutes permission for Retro Game Store to use Winner’s name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.
- 6. Odds:** The odds of winning depend on the number of eligible entries received.

7. Winner Selection and Notification: Winner will be at random under the supervision of Retro Game Store. Winner will be notified by e-mail within five (5) days following selection of Winner. Retro Game Store shall have no liability for Winner's failure to receive notices due to spam, junk e-mail or other security settings or for Winner's provision of incorrect or otherwise non-functioning contact information. If Winner cannot be contacted, is ineligible, fails to claim the prize within five (5) from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited and an alternate Winner selected. Receipt by Winner of the prize offered in this Contest is conditioned upon compliance with any and all federal, state, and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT RETRO GAME STORE'S SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE CONTEST, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

8. Rights Granted by You: By entering this content (e.g., photo, video, text, etc.), You understand and agree that Retro Game Store, anyone acting on behalf of Retro Game Store, and Retro Game Store's licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Contest, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes. Without any further compensation, notice, review, or consent.

9. Terms & Conditions: Retro Game Store reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Contest should virus, bug, non-authorized human intervention, fraud, or other cause beyond Retro Game Store's control corrupt or affect the administration, security, fairness, or proper conduct of the Contest. In such case, Retro Game Store may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Retro Game Store. Retro Game Store reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Contest or website or violates these Terms & Conditions. Retro Game Store has the right, in its sole discretion, to maintain the integrity of the Contest, to void votes for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Contest rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Contest may be a violation of criminal and civil laws. Should such attempt be made, Retro Game Store reserves the right to seek damages to the fullest extent permitted by law.

10. Limitation of Liability: By entering, You agree to release and hold harmless Retro Game Store and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Contest and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv)

unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.

11. Disputes: THIS CONTEST IS GOVERNED BY THE LAWS OF AUSTRALIA, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Contest, participant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Contest, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Melbourne, Victoria having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Contest). Participant further waives all rights to have damages multiplied or increased.

12. Privacy Policy: Information submitted with an entry is subject to the Privacy Policy stated on the Retro Game Store website. To read the Privacy Policy visit:
<https://www.retrogamestore.com.au/privacy-policy>

13. Winners List: To obtain a copy of the Winner's name or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to: Retro Game Store PO Box 9039 Traralgon, VIC 3844 Australia. Requests must be received no later than 30th of September 2017.

14. Sponsor: The Sponsor of the Contest is Retro Game Store (ABN 88 484 247 364) PO Box 9039 Traralgon, VIC 3844 Australia

15. Instagram/Facebook: By entering and participating, entrant agrees to hold harmless, defend and indemnify Instagram and Facebook Inc. from and against any and all claims, demands, liability, damages or causes of action (however named or described), losses, costs or expenses, with respect to or arising out of or related to (i) entrant's participation in the Sweepstake, or (ii) entrant's participation in any Prize related activities, acceptance of a Prize and/or use or misuse of a Prize (including, without limitation, any property loss, damage, personal injury or death caused to any person(s)).

This promotion is in no way sponsored, endorsed or administered by, or associated with Hyperkin, Instagram or Facebook Inc.

16. By checking here, you, the Contestant, have affirmatively reviewed, accepted, and agreed to all of the Official Rules.