

## BIG GREEN EGG SWEEPSTAKES

### TERMS AND CONDITIONS

- 1 The Promoter is Exabeam Pty Ltd, ABN 52 618 552 908 of Level 14, 440 Collins Street, Melbourne VIC 3000.
- 2 Information on how to enter and the corresponding prizes form part of these Terms and Conditions. Entry into the Big Green Egg Sweepstakes (**Promotion**) is deemed to be an acceptance of these Terms and Conditions.
- 3 This Promotion begins at 9:00 a.m. AEST on 16/08/2021 and entries close at 7:00 p.m. AEST on 08/10/2021 (**Promotion Period**).
- 4 There is no cost to entry. Entry is only open to IT and Security Professionals who are Australian residents and who are at least 18 years old at the time of entry. Employees (and their immediate families) of the Promoter, or agencies or companies associated with the conduct of this Promotion, are ineligible to enter. Entries are limited to individuals only; commercial enterprises and business entities are ineligible to enter.
- 5 The decision of the Promoter regarding any aspect of the Promotion, including any dispute, is final and binding and no correspondence will be entered into about it.

### HOW TO ENTER

- 6 To enter this Promotion, you must:
  - (1) Either:
    - (a) Submit an online entry form through the Promotion landing page, available at <https://pages.exabeam.com/win-big-green-egg-australia.html>, including your first and last name, contact details, your employer's business or company name, the number of employees, and the country; or
    - (b) Send an email including your first and last name, company name, complete address (including the state/territory and postcode), daytime telephone number, date of birth, and email address to [fetina@exabeam.com](mailto:fetina@exabeam.com); and
  - (2) Attend a 30-minute demo of Fusion XDR with an Exabeam solutions expert, which must be conducted during the Promotion Period.
- 7 Participation in this Promotion is voluntary and does not require you to purchase anything from the Promoter. There is a limit of one (1) entry per person, regardless of your method of entry. The odds of winning for each entry is equal and is affected by the total number of eligible entries received for the Promotion Period. No illegible, incomplete, forged or altered entries will be accepted. All entries must be received by the last day of the Promotion Period. Mechanically reproduced entries will not be accepted. All entries become the property of the Promoter and will not be returned.
- 8 The Promoter requires your personal information in order to conduct this Promotion. If you do not provide the requested personal information, then you will not be able to take part in this Promotion. By entering this Promotion, each entrant is taken to consent to the Promoter using the entrant's personal information to administer this Promotion, announce the winner

and disclose the entrant's personal information to organisations that assist the Promoter with administering this Promotion and announcing the winner, and to third parties as required by law (including authorities that regulate this Promotion, where applicable). The Promoter is bound by the Australian Privacy Principles in the *Privacy Act 1988* (Cth) and by entering this Promotion, the entrant is taken to consent to the Promoter's privacy policy (which is available on request or at [www.exabeam.com/privacy-policy/](http://www.exabeam.com/privacy-policy/)). By entering this Promotion, each entrant also consents to the Promoter using their personal information for future marketing purposes, unless the Promoter is otherwise advised by the entrant. An entrant may access and correct any personal information held by the Promoter, upon request to the Promoter.

- 9 If this Promotion is interfered with in any way, or is not capable of being conducted as reasonably anticipated due to any reason, the Promoter reserves the right, in its absolute discretion and to the fullest extent permitted by law, to disqualify any entrant or, subject to any written directions from a regulatory (or other appropriate) authority, to modify, suspend, terminate or cancel this Promotion as appropriate.

### **PRIZE**

- 10 There will be one (1) winner who will win one (1) Large Big Green Egg Bundle 4. The total approximate retail value of the prize is AUD\$1,899 (actual value may vary).
- 11 The Promoter reserves the right to substitute prizes of equal or greater value (including where the prize is unavailable). The prize is not transferable or exchangeable, and is non-redeemable for cash. The Promoter is only responsible for the delivery of the prize, and is not responsible for prize utility, quality or otherwise. Any tax liability arising as a result of accepting the prize is the responsibility of the winner. In order to receive a prize, the winner may be required to provide proof of identification.
- 12 The Promoter and its agents will not be liable for any injury, loss or damage of any nature whatsoever (including any consequential loss) which is suffered or sustained as a result of or in connection with receiving, taking or using any prize except for liability which cannot be excluded by law.
- 13 If any act or omission, event, or circumstance occurs which is beyond the reasonable control of the Promoter and which prevents the Promoter from complying with these Terms and Conditions, the Promoter will not be liable for any failure to perform or delay in performing its obligations and the Promoter reserves the right (subject to any applicable law) to cancel, terminate, modify or suspend this Promotion.

### **SELECTION OF WINNER**

- 14 This is a game of chance and skill plays no part. All valid entries received during the Promotion Period will be placed in a draw to be held at Exabeam Pty Ltd, ABN 52 618 552 908 of Level 14, 440 Collins Street, Melbourne VIC 3000 at 1:00pm AEST on 13/10/2021. COVID-19 public health restrictions may prevent the Promoter from holding the draw at the listed address, and the Promoter reserves the right to select an alternate location to conduct the draw at its discretion.
- 15 The winner will be manually drawn by a representative of the Promoter. The Promoter may determine an alternate winner through a redraw if an invalid entry or ineligible entrant is awarded the prize, the winner does not accept the prize, or the prize or the prize notification is not deliverable to the winner.
- 16 The winner will be notified in writing by mail or email using the information provided on the official entry form, within 14 days of the drawing.

- 17 The winner's name will be published on <https://pages.exabeam.com/win-big-green-egg-australia.html> on or before 01/11/2021.
- 18 The prize will be delivered to the winner within 28 days of the winner being determined. There is no substitution, cash equivalent or transfer of prizes allowed. The winner will be solely responsible for all other expenses which are not specified within these Terms and Conditions. The Promoter and its agents accept no responsibility for late, lost, misdirected or unsuccessful efforts to notify the winner.
- 19 The Promoter reserves the right to use the winner's name, voice, image and likeness for advertising and publicity purposes in any media in perpetuity without additional compensation.

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