



Forbes Australia (Success Publishing Pty Ltd) – Threads Membership Competition Terms and Conditions

1. Introduction

1.1. The following terms and conditions apply for Success Publishing Pty Ltd's Forbes Australia Threads Membership Competition (the "Competition") and by submitting an entry into this Competition, entrants warrant that they have read, understand and agree to be bound by them. These are the standard terms and conditions that apply to your subscription to Success Publishing Pty Ltd print and digital magazine published under the name and style of 'Forbes Australia' and other services and entitlements. Any reference in these terms and conditions to 'We', 'Us' or 'Success Publishing Pty Ltd' is a reference to 'Forbes Australia'. Ensure you read the terms and conditions specific to your subscription before making payment for any subscription. Once your payment has been processed, you are deemed to have accepted each of the terms and conditions, as amended from time to time, and your payment becomes non-refundable.

2. Duration

2.1 Entries will be taken from 2:00pm 7th July 2023 until 12 noon Monday 10th July, 2023 AEST.

2.2 Success Publishing Australia Pty Ltd (the "Promoter") reserves the right to extend the competition period at its own discretion.

3 Eligibility

3.1 Entry is available to permanent residents of Australia aged 18 years or over.

4 Method of Entry

4.1 To enter this Competition, entrants must enter online (only) at the provided URL <https://bit.ly/46E57fH> (linking to Forbes Australia membership page) and enter the code "THREADS" which provides free Essential membership for 12 months only and must complete all mandatory fields.

4.2 Inaudible, incomplete or incomprehensible entries (whichever is applicable) will not be eligible and will be disqualified. The Promoter reserves the right to disqualify any entry which, in the opinion of the Promoter, includes any content may be unlawful, profane, inflammatory, defamatory and/or damaging to the goodwill or reputation of the Promoter.

- 4.3 Any person who is discovered to have used or attempted to use more than one name in entering the Competition will be disqualified from participating in the Competition and/or redeeming a prize.
- 4.4 Unless otherwise stated in these terms and conditions, no person may enter this contest more than once and persons may not enter or participate in it on behalf of any third party.
- 4.5 All entrants acknowledge that the Promoter may rely on clauses 4.3 and 4.4 even after the Promoter has awarded or appeared to have awarded the prize to a person or after a person is announced as the prize winner. The Promoter reserves its rights to require return of the prize or payment of its value to the Promoter if this occurs.
- 4.6 Should an entrant's contact details change during the promotional period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any Information provided in an entry should be directed to the Promoter.

5. Judging

- 5.1 First fifty (50) contestants who respond, (at the Promoter's discretion) who use the code 'THREADS' on the Forbes memberships page can sign up for a Free Essential Membership for 12 months only, valued at \$199 AUD. Entries will be assessed by timestamp (first come, first serve basis).

6. Prize

- 6.1 All prize values are the recommended retail value as provided by the supplier, are in Australian dollars and are correct at the time of printing.

Total value of Essential membership AUD \$199 each.

7. Prize Conditions

- 7.1 The Promoter does not warrant the merchantability, suitability and/or fitness for purpose of any goods and/or services awarded as a prize.
- 7.2 All prizes are subject to availability, non transferable and non exchangeable, must be used on any dates specified in these terms and conditions, by the Promoter and/or the prize provider and are not redeemable for cash unless cash is specified.
- 7.3 If a prize winner does not take any element of a prize at the time stipulated by the Promoter then that element of the prize will be forfeited by the winner and cash will not be awarded in lieu of that prize or any part of it.

8. Notification

- 8.1 The prize winner(s) will be notified by the email address they used to enter the competition.

9. Prize Availability

- 9.1 The Promoter will not be responsible or liable if, for any reason beyond their reasonable control, any element of any prize is not provided. The Promoter may, subject to State regulations, substitute a different prize of equivalent value in place of any prize referred to in these terms and conditions.
- 9.2 The Promoter will not be responsible for any changes in times or dates, or cancellations or rescheduling of events that may prevent the prize winner from redeeming the prize or any part of it.

10. Taxes

- 10.1 Any tax payable as a result of a prize being awarded or received will be the responsibility of the winner. Winner should seek independent financial advice prior to accepting a prize if this is a concern.

12 Publicity Materials

- 12.1 It is a condition of entry that the Promoter has the right to publicise the names, characters, likenesses of any entrants for any promotion or matter incidental to the Competition.
- 12.2 Entrants may be required by the Promoter to participate in photo, recording, video and/or film session(s) (the "publicity materials") and acknowledge that the Promoter has the right to use such publicity materials in any medium (including, without limitation, the internet) and in any reasonable media it sees fit, unless that person advises the Promoter at the time of entering the Competition that he/she wishes to retain his/her anonymity.
- 12.3 Entrants also acknowledge that the publicity materials may be provided to the prize provider for the purposes of promotional display.

13. Copyright

By entering this Competition all entrants:

- Assign to the Promoter all rights including present and future copyright in their entry and the publicity materials in all media (including, without limitation, the internet) and whether in existence now or created in the future;
- Agree not to assert any moral rights in respect of their entry and the publicity materials (wherever and whenever such rights are recognised) against the Promoter, its assigns, licensees and successors in title;
- Undertake to the Promoter that their entry is not in breach of any third party intellectual property rights.

14. Release and Indemnity

To the extent permitted by law, all entrants release from, and indemnify the Promoter against all liability, cost, loss or expense arising out of acceptance of any prize(s) or participation in the Competition including (but not limited to) loss of income, loss of

opportunity, personal injury and damage to property, whether direct or consequential, foreseeable, due to some negligent act or omission or otherwise.

15. Tampering and Other Matters

- 15.1 If for any reason this Competition is not capable of running as planned as a result of any (including but not limited to) technical failures, unauthorised intervention, computer virus, mobile phone failure, tampering, fraud or any other causes beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Competition, the Promoter reserves the right (subject to State regulations) to disqualify any individual who (whether directly or indirectly) causes the same and/or to cancel, terminate, modify or suspend the Competition.
- 15.2 The Promoter accepts no responsibility for any late, lost or misdirected entries including but not limited to electronic messages not received by the Promoter due to technical disruptions, network congestion or any other reason.
- 15.3 The use of any automated entry software or any other mechanical or electronic means that permits any person to enter the Competition repeatedly is prohibited.

16. Leave for Participation

Obtaining time off work and/or study or related activities to participate in the Competition and/or a prize will be the sole and absolute responsibility of each contestant.

17. Exclusion of Participants

The Promoter reserves the right to exclude any person from participating in the Competition or a prize for any reason, including but not limited to, that person's medical condition or history, the preservation of the safety of the Promoter's staff members or any other person or because the Promoter deems that the behaviour of a person may bring the Promoter's brand into disrepute.

18. Termination of Competition

The Promoter may (subject to State Regulations), vary the terms of or terminate this Competition at any time at its absolute discretion without liability to any contestant or other person. The Promoter will not award the prize if the Competition is terminated.

19. Decision Final

All decisions and actions of the Promoter relating to the Competition and/or redemption of the prizes are exercised according its absolute discretion and are final. No discussions or correspondence with entrants or any other person will be entered into.

20. Failure to Enforce Terms and Conditions

A failure by the Promoter to enforce any one of these terms and conditions in any instance(s) will not give rise to any claim or right of action by any other person or contestant.

21. Personal Information and Privacy

The personal information supplied by entrants when entering this Competition will be used by the Promoter in accordance with its Privacy Policy. Please refer to the Privacy Policy by visiting Privacy Policy - <https://www.forbes.com.au/privacy-policy/> es Australia for more information as entry in this Competition is an agreement to be bound by that policy. All entrants may have their details removed from the Promoter's database by simply contacting the Promoter or by sending an email to privacy@forbes.com.au. If details are removed prior to the conclusion of the Competition and/or award of prize(s), entrants will forfeit their right to claim any prizes.
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