

# TERMS & CONDITIONS

This section sets out the Conditions for the **Subscribe to Win (Promotion)** and information of how to enter.

1. **Eligibility:** This promotion is open to those who subscribe for updates on the [Schweigen Commercial Portal](#) from **17<sup>th</sup> October to 31<sup>st</sup> October 2022** (inclusive), and who are 18 years of age or older as of the date of entry. The promotion is only open to legal residents of Australia, and is void where prohibited by law.
2. **Agreement to Rules:** By participating, entrants warrant that they meet the eligibility requirements, and agree to be fully unconditionally bound by these terms and conditions. In addition, entrants agree to accept the decisions of Schweigen Pty Ltd (Promoter) as final and binding as it relates to the content of this promotion.
3. **Promotion Period:** **17<sup>th</sup> October to 31<sup>st</sup> October 2022** (inclusive).
4. **How to Enter:** Subscribe for updates on the [Schweigen Commercial Portal](#) from **17<sup>th</sup> October to 31<sup>st</sup> October 2022** (inclusive). Subscription will automatically result in entry to the promotion. Only new subscribers will be eligible to win. The entry must fulfill all promotion 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 the Promoter. Any fraudulent attempt to circumvent the rules will result in errant submissions being removed from eligibility at the sole discretion of the Promoter.
5. **Prize:** The winner of the promotion will receive a **5-day trip to Bali for two pax - inclusive of return airfare, accommodation and transport.** Travel will take place during off peak season, and the specifics of the prize shall be solely determined by the Promoter. 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 the Promoter to use winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.
6. **Winner Selection & Notification:** The winner will be selected by random draw under the supervision of the Promoter, and notified by email within ten (10) business days following his/her drawing as the winner. The Promoter shall have no liability for winner's failure to receive notices due to spam, junk email or other security settings or for the winner's provision of incorrect or otherwise non-functioning contact information. If the winner cannot be contacted, is ineligible, fails to claim the prize before the end of one week after being notified, 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 promotion is conditioned upon compliance with any and all federal, state, and local laws and regulations. Any violation of these terms and conditions by the winner (at the Promoter's sole discretion) will result in his/her immediate disqualification, and all privileges as winner will be immediately revoked.
7. **Rights Granted by Entrants:** By entering this promotion, entrants understand and agree that the Promoter, anyone acting on behalf of the Promoter, and the Promoter'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 without limitation, entrant's entry, name, likeness, statements about the promotion, for news, publicity, information, trade, advertising, public relations, and promotional purposes without any further compensation, notice, review, or consent. By entering this contest, entrants also acknowledge that they will be subscribed to updates from the Schweigen Commercial Portal. Entrants can unsubscribe from the newsletter at any time should they wish to do so by clicking on the "Unsubscribe" link in the footer of the email.

8. **Changes & Termination:** The Promoter reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the promotion should virus, bug, non-authorized human intervention, fraud, or other cause beyond the Promoter's control, corrupt or affect the administration, security, fairness, or proper conduct of the promotion. In such case, the Promoter may select the winner from all eligible entries received prior to and/or after (if appropriate) the action taken by the Promoter. The Promoter 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 promotion, or Commercial Portal or violates these Terms & Conditions. The Promoter has the right, in its sole discretion, to maintain the integrity of the promotion, to void entries 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 promotion 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 promotion may be a violation of criminal and civil laws. Should such attempt be made, the Promoter reserves the right to seek damages to the fullest extent permitted by law.
9. **Limited Liability:** Entrants agree to release and hold harmless the Promoter 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 promotion 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. Nothing in these Terms and Conditions limits, excludes, modifies or purports to limit, exclude or modify any provision of relevant legislation including the Competition and Consumer Act and the Australian Consumer Law in the Commonwealth, State and Territories of Australia ("Non-Excludable Guarantees").
10. **Promoter:** The Promoter is Schweigen Pty Ltd (ABN 53 124 141 322) of Unit 4/1-5 Lake Drive, Dingley Village, VIC 3172. Employees (and their immediate families) of the Promoter, participating sales agents and agencies associated with this promotion are ineligible to participate. 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.
11. **Definite Reference:** The latest and definitive version of this promotion's terms & conditions is available online at <https://commercial.schweigen.com.au/>. For any further information or assistance with this promotion, please contact the Promoter at [promo@schweigen.com.au](mailto:promo@schweigen.com.au).