



Competition Terms and Conditions

Competition Schedule PART A

- Competition Name:** Cloud.GG VIP Draws 2
- Promoter:** Pentatech Pty Ltd (ACN 641 629 852 (**Promoter**) of Unit 2, 8 Corbusier Place, Balcatta WA 6021 (Head Office). Contact details available at: <https://cloud.gg/>.
- Entry Requirements:** Entrants must be at least 18 years of age, must reside in the Territory and must purchase a membership package via the Promoter's website located at <https://cloud.gg/>. (Website), which gives the purchaser access to special discounts and invitations to VIP events (Membership Package). The Entrant will receive a number of entries in the Competition as set out on the Membership Packages page, depending on the Membership Package purchased. Entries may also be obtained by purchasing specific merchandise on our Website, the number of entries received will be as set out on the Website.
- Maximum entries:** 10,000 per person.
- Number of winners:** There will be a maximum number of 35 Winners.
- Territories:** Australia-wide, excluding South Australia.
- Promotion Period:** Competition commences 9:00am 7 April 2024 and ends at 5:00pm on 6 May 2024 (AEST).
- Prizes:**

| Prize Pool (April 2024) | | | |
|-------------------------|-------------------------------------|---|-------------------------------------|
| Draw Type | Draw Date / Time (AWST) | Prize | Valued at |
| Daily | 7 April 2024 to 6 May 2024, 5:00 PM | 30 Steam Gift Cards | \$100.00 each (\$3,000.00 in total) |
| Weekly | 7 April 2024, 5:30pm | 1 Asus Rog Ally Gaming Handheld | \$1,300.00 |
| Weekly | 14 April 2024, 5:30pm | 1 Asus Rog Ally Gaming Handheld | \$1,300.00 |
| Weekly | 21 April 2024, 5:30pm | 1 Asus Rog Ally Gaming Handheld | \$1,300.00 |
| Weekly | 28 April 2024, 5:30pm | 1 Asus Rog Ally Gaming Handheld | \$1,300.00 |
| Monthly (1 Winner) | 6 May 2024, 6:00pm | 1 Aftershock Novacore Level 10 | \$ 6,999.00 |
| | | 1 AOC AGON AG493UCX2 49" Curved UWQHD Super Ultra | \$ 1,599.00 |
| | | 1 Asus Rog Claymore II | \$ 429.00 |
| | | 1 Steele Series Aerox 5 Wireless Gaming Mouse | \$ 269.00 |
| | | 1 Asus Rog Delta S 2.4G Wireless Gaming Headset | \$ 299.00 |
| | | 1 Logitech G Pro Racing Wheel | \$ 2,099.00 |
| | | 1 Playseat Evolution Pro Red Bull Esports Racing Sim Seat | \$ 749.00 |

Considering that the Major Prizes are drawn last in the promotion, all entries, irrespective of any prior draws, will remain eligible for a monthly redraw on 6 May 2024 at 8:00pm (AEST) respectively.

9. For the purposes of this Competition, the total prize pool is estimated to be no more than \$20,988.00. The Prize(s) must be taken as stated and are not transferable to another person, unless agreed to in writing by the Promoter. The Prizes are not exchangeable for other goods or services from the Promoter. Any additional expense incurred as a result of winning this prize is the responsibility of the Winner. The Promoter reserves the right to substitute the Prizes with an equivalent cash prize in its sole discretion.
10. **Prize date and selection of winners:** All entries will be assigned a number and the Winners will be drawn by a random electronic number generator at the Head Office. The Winners will be drawn in accordance with the Prize Pools in Part A, Item 8.
11. **Publication of winners:** Winners will be personally notified by email within 7 days of the draw. Winners will also be announced online at <https://cloud.gg/> within 7 days of the draw.
12. **Winner eligibility:** To be eligible to win, the Entrant's details provided to us must contain correct and accurate information. Employees of the Promoter and family members of employees of the Promoter are not eligible to win.
13. **Prize Delivery:** Prizes will be delivered to the Winners to their nominated address or email address (at the Promoter's discretion) within ten (10) business days of confirmation of the Winner's eligibility. If the Prize contains a cash prize, it will be delivered to the Winner by bank transfer to their nominated bank account. The Promoter will pay for the delivery of the Prize to the Winner's nominated address. However, the Winner is responsible for any other costs associated its receipt of the Prize, including any taxes or transfer duties or costs.

PART B

1. Information on how to enter and information provided in Part A form part of these terms and conditions and by entering into this Competition, each Entrant is deemed to have accepted and understood these terms and conditions. The Entrant agrees that these terms and conditions constitute all of the terms and conditions between the Entrant and the Promoter governing this Competition.

Participation

2. To enter, Entrants must meet all of the Entry Requirements to enter the Competition as set out in the Schedule. The Entrant warrants and represents to the Promoter that it meets all of the Entry Requirements.
3. Entry is open to residents of the Territories.
4. The Competition will be open during the Promotion Period. All eligible entries must be received by the Promoter during this time. Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission by the Entrant.

Selection of Winner

5. The Winner will be selected by random draw, on the dates and at the location outlined in Part A. Entries that are incomplete or incomprehensible will be deemed invalid and will be ineligible to win.
6. Prizes will only be awarded to the person named on entry, subject to their entry complying with these terms and conditions.

7. If for any reason, a prize or element of a prize is unclaimed by the Winner within 3 months of the final Draw Date (i.e. by 6 May 2024) despite reasonable steps by the Promoter to contact the Winner, the prize will be re-drawn at 2:00pm AEST on 09 August 2024, at the Head Office.
8. The Winner of the re-drawn prize will be:
 - (a) notified by email within 7 days of the re-draw;
 - (b) announced online at <https://cloud.gg/> within 7 days of the re-draw; and
 - (c) published on the Promoter's social media accounts within 30 days of the re-draw.
9. The Entrant is solely responsible for ensuring that it is eligible to be a Winner, and the Promoter will not be in any way liable to an Entrant, should the Entrant be found to be ineligible to win the Competition.

Prizes

10. Prizes are provided on an "as is" basis and the Promoter will not make any modifications to the Prizes at the Winner's request.
11. The Promoter will not be liable for any delivery of prizes to a wrong address or account due to any error by the Winner.
12. If the Winner claims a prize but is found to be ineligible or if the Winner does not provide valid delivery details within the time frame specified by the Promoter, the Winner forfeits the Prize and it will not be re-drawn.
13. The Promoter will not be liable for re-drawing or providing a replacement prize for any Prizes that are not received by the Winner due to being lost in transit, stolen or due to any failure to accept delivery by the Winner or due to any error in details provided by the Winner.
14. The Prizes may contain goods or services from 3rd party brands. Unless otherwise specified, the provision, advertisement or offer of prizes from a 3rd party brand does not constitute any sponsorship, approval or endorsement of the good, service, content, policies, practices or services offered by those parties.
15. Where a Prize is specified to be delivered directly from the 3rd party prize supplier, as a condition of entry, the Winner agrees that its details may be provided to the 3rd party prize supplier by the Promoter on its behalf for the purpose of delivery of the Prize to the Winner.

Personal information

16. As a condition of entering this Competition, Entrants agree to provide personal information to the Promoter. Personal information collected during the course of this Competition will be dealt with in accordance with the Promoter's Privacy Policy, located at <https://cloud.gg/>. Personal information submitted may be provided to third parties for the purpose of administering this Promotion and distributing the prizes, including to agents, contractors and prize suppliers. The Promoter may also use this personal information to contact you regarding, marketing, offers or Promotions from time to time.
17. As a condition of entry, each Entrant agrees that the Promoter may use their name (either in full or in part), state, likeness, voice and image (including any photograph and film) in any marketing and promotion of any products manufactured, distributed and/or supplied by the Promoter, for an unlimited period of time and the Winner will not be entitled to any fee for such use.

Intellectual property

18. By uploading, publishing, transmitting or making available any data, content or other material in connection with this Competition (**Entrant Content**), the Entrant agrees to grant the Promoter, its affiliates, licensees and successors a non-exclusive, royalty-free,

perpetual, irrevocable, worldwide and fully sub-licensable right to use, communicate, reproduce, modify, adapt, publish, publicly perform, translate, create derivative works from, distribute and display in any form, any such content, including but not limited to text, images, videos, graphics, audio and photographs without attribution.

19. The Entrant warrants and represents that:
- (a) it holds all the intellectual property rights to the Entrant Content;
 - (b) it has the authority and licence to upload, make available and licence the Entrant Content to the Promoter; and
 - (c) the Promoter's use of the content will not infringe or violate any third-party rights, including but not limited to defamation, intellectual property rights, moral rights and privacy rights and will not give rise to an obligation to make any payment to a third party.
20. The Entrant agrees that they are solely liable for the Entrant Content and that, to the fullest extent of the law, the Promoter shall not be liable in any way for such Entrant Content.

Reservation of rights

21. The Promoter reserves the right to request each winner to provide proof of identity or proof of residency at the address specified in their submission in order to claim a prize. Proof of identification and residency is at the absolute discretion of the Promoter. In the event that a Winner cannot provide suitable proof, the Winner will forfeit the prize and no substitute will be offered.
22. The Promoter may, in its absolute discretion, modify or cancel the Competition and may administer this Competition in the manner that it considers appropriate in accordance with Australian law, including where the Competition is not capable of running as planned, such as where there has been infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupt or affect the administration security, fairness, integrity or proper conduct of the Competition.
23. The Promoter reserves the right in its sole discretion to disqualify any Entrant that has, or is suspected by the Promoter to have:
- (a) breached any of these terms and conditions;
 - (b) tampered with the entry process or the Competition;
 - (c) engaged in any unlawful conduct;
 - (d) engaged in any other improper misconduct calculated to jeopardise the fair and proper conduct of the Competition or the reputation of the Promoter.

Instagram terms

24. The Competition is in no way sponsored, endorsed or administered by, or associated with www.instagram.com and its related mobile application, both being owned by Instagram, Inc. (**Instagram**).
25. The Entrant agrees that it releases Instagram from any and all liability to the Entrant arising out of or in connection with the Competition.
26. The Entrant must not:
- (a) harass or bully any other person, use offensive language, use language that defames the Promoter, or use language that negatively impacts or intends to negatively impact the reputation of the Promoter;
 - (b) use electronic programs, bots or similar technology to automatically submit entries;
 - (c) use multiple Instagram accounts to enter the Competition; or

(d) tag other accounts owned or controlled by the Entrant to enter the Competition and agrees that it will only tag genuine friends or family in their entry,
and the Promoter reserves the right to disqualify any Entrant or Entry that breaches these terms and remove any such entries from the Competition.

Exclusion of liability

27. The Promoter will not be liable for any late, lost or misdirected entries including due to technical disruptions, delayed or misplaced postage, network congestion or for any other reason. To the maximum extent permitted by law, the Promoter will not accept any liability for any error, omission or failure to administer this Competition.
28. Except for any liability that cannot be excluded by law, all Entrants release, and indemnify and hold harmless the Promoter (including its officers, employees, agents and contractors), from and against, all liability (including negligence), actions, claims, costs, losses or expenses arising out of or in connection with: any act, omission, negligence, fraud, wilful misconduct or breach of these terms and conditions by the Entrant, its nominees or agents and the Entrant or Winner's acceptance of, use of or attempted use of any prize(s) and participation in the Competition, including (but not limited to) loss of income, damage to property and personal injury whether direct or consequential, foreseeable, due to some negligent act or omission or otherwise.
29. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees, agents and contractors) excludes 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 the Competition, including, but not limited to, where arising out of the following:
- (a) inaccurate or incorrect transcription of entry information;
 - (b) any technical difficulties or equipment malfunction, malfunction of any telephone network or lines, computer online systems or network, servers or providers, computer equipment, or software (whether or not under Promoter 's control);
 - (c) the unavailability or inaccessibility of any service whether or not caused by traffic congestion on the Internet or at any website;
 - (d) any theft, unauthorised access or third party interference;
 - (e) electronic or human error which may occur in the administration of the Competition;
 - (f) any variation in prize value as stated in the Schedule;
 - (g) any tax liability incurred by a Winner or Entrant;
 - (h) redemption or use of a prize; and
 - (i) any act or omission, deliberate or negligent, by the Promoter, or its employees or agents, in connection with the arrangement for supply, or the supply, of any goods or services by any person to a Winner and, where applicable, to any family/persons accompanying a Winner.
14. To the maximum extent permitted by law, the Promoter's total aggregate liability to the Entrant under or in any way connected with these terms and conditions and the Competition, or the performance or non-performance of these terms and conditions is limited to an amount equal to any amounts paid by the Entrant to the Promoter in the three (3) month period immediately preceding the date on which the relevant claim arose, which may be zero.

General

30. These terms and conditions are governed by and will be construed under the laws of Western Australia and the parties agree to submit to the exclusive jurisdiction of the courts

of Western Australia and its appellate courts.

31. Failure by Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
32. Capitalised terms used throughout these terms and conditions are defined in the Schedule unless specified otherwise.
33. Authorised under the following licence numbers:
NSW Authority TP-03292, NSW NTP-09241, ACT TP 24_00518