

**DUET FOR JIMMY AND JANE:  
COMPETITION TERMS AND CONDITIONS**

1. Instructions, prizes and information on how to enter form part of these Terms and Conditions. By entering, entrants accept these Terms and Conditions.
2. The Promoter is Freight Train Music Pty Limited of 41 Daphne Street, Botany, NSW 2109.
3. The promotional period begins at 7:00pm AEST on Thursday 18<sup>th</sup> June, 2020 and concludes at 11.59pm AEST on Tuesday 30<sup>th</sup> June, 2020 (“Promotional Period”).
4. Entries are open to any individuals over 16 years old.
5. Employees (and their immediate families) of the Promoter and third parties associated with this promotion are ineligible to enter. 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.
6. To be eligible to enter, individuals must, during the Promotion Period:
  - i) Film a video of themselves performing an ‘at home’ cover of any the songs that Jimmy and Jane have already performed and posted on Jimmy Barnes’ official social media accounts.
  - ii) Post the video to their own Facebook, Instagram, or Twitter account
  - iii) Tag Jimmy Barnes’ official social media account in the post, and include the hashtag #DuetForJimmyandJane
7. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant’s identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
8. Incomplete, indecipherable or illegible entries will be deemed invalid.

9. Multiple entries in the one Promotional Period are permitted but will not increase the possibility of winning the prizes advertised in this promotion.
10. The three winners of the Promotion shall be judged by the Promoter to have completed the most actions, and have earned the most points. The Promotion is a game of skill.
11. The judging will take place at 9:00am AEST on Friday 30th June, 2020 at Jaden Digital Pty Limited, at 275 Albert Street North Sydney, NSW 2060. The winners will be notified by phone and email and announced on Jimmy Barnes' website - [www.jimmybarnes.com](http://www.jimmybarnes.com). All prizes are to be redeemed at the appropriate event location. The Promoter's decision is final and no correspondence will be entered into.
12. The three winners as judged by the Promoter will each win the prize. The three individual prizes each consist:
  - i. Prize 1: Acoustic guitar signed by Jimmy Barnes, plus a Jimmy Barnes merch pack, valued at up to \$100 AUD.
  - ii. Prize 2 A Jimmy Barnes merch pack, valued at up to \$100 AUD.
  - iii. Prize 3: a Jimmy Barnes merch pack, valued at up to \$100 AUD.
13. Total prize pool is valued at up to AUD\$400. Prizes are not transferable or exchangeable and cannot be taken as cash. All prize elements are to be collected from designated event location and strictly cannot be couriered.
14. If the prize (or part of the prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
15. Entrants consent to the Promoter using their name, likeness, image, voice and/or social media posts content in the event they are the winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
16. If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.

17. Any cost associated with accessing the promotional website(s) is the entrant's responsibility and is dependent on the Internet service provider used.
18. 18. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non Excludable Guarantees, the Promoter (including its respective officers, employees and agents) 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 Promotion.
19. 19. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and 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: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of the prize / attendance at the prize event.
20. As a condition of accepting the prize, the winner (and his/her companion) must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
21. The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to opt out, access, update or correct information to the Promoter. All entries become the property of the Promoter.