

# Bandits+ GIVEAWAY – Terms and Conditions

## GENERAL

FIELD OF DREAMS AUSTRALASIA PTY LTD Trading as The Brisbane Bandits (ABN 34 659 352 922) of Unit 2, 60 Alexandra Place, Murrarie, QLD 4172, (hereinafter referred to as 'We' or 'Us' or 'Our'), is conducting a trade promotion by way of a lucky draw (hereinafter referred to interchangeably as the 'Contest' or 'Giveaway') for individuals (hereinafter referred to as 'Participant' or 'Participants' or 'Members' or 'Entrants' or 'Them' or 'You' or 'Your').

## THE CONTEST

1. These Contests commenced at 12.00am AEST on the 1st of June 2023 and concludes at 8:00pm AEST the last Thursday of every month until further notice.
2. The Giveaway event, at which the winners for prizes will be drawn, will be conducted live online, via the Brisbane Bandits Facebook Page the last Friday of every month commencing at 12:00 pm AEST.
3. Information on how to enter and prizes form part of the terms of entry. Entry into the Contest is deemed acceptance of these terms and conditions.
4. If there is any inconsistency between these Terms and Conditions and anything else that refers to this competition, these Terms and Conditions will prevail.

## ELIGIBILITY

5. Entry is open to all Australian residents except employees and immediate families of Bandits+ and the Brisbane Bandits. Entry is subject to all state laws and regulations and is void where prohibited. In certain jurisdictions, state laws may restrict or prohibit the award or delivery of certain prizes within that state. Entrants from states that may restrict delivery can collect the prize from Bandits+ headquarters in Brisbane if this does not conflict with those state laws. Immediate family includes the following: spouse, ex-spouse, de-facto spouse, child or stepchild (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent.
6. Participants shall be allowed to enter the Contest via official links provided by the website and social media platforms, IF:

- a) Participants agree to comply with the Terms and Conditions; and
- b) Participants purchase the package from the official links.
- c) Participants are subscription loyalty members of LMCT+ rewards club.

## ENTRIES FOR THE CONTEST

7. In order to be eligible for the Contest, participants are required to purchase a package which is a monthly payment via the official links which shall automatically place them in the Contest. Details of the packages can be found on the official website [Banditsplus](#). The Participants will have to purchase either an Affiliate, Silver, Gold, Platinum or I want It All membership via the official promotional links or via our social media platforms which will automatically place you in the draw. Entries are sent via the nominated email provided upon purchase and the amount of entries given are based on the level of membership tier.

## THE PRIZES

### 8. Monthly Prizes

- Family Getaway - 30/06/2023
- PS5 and JBL Headphones - 31/07/23
- Hot Air Balloon Experience - 31/08/23
- NYE Celebration - 29/09/23
- HP 15.6" Full HD Laptop - 27/10/23
- Ferrari Driving Experience - 24/11/23

### 9. Yearly Prize

- Trip for 2 to Milwaukee - 29/12/23

10. The Winners of the main prize will be announced on Brisbane Bandits Social Media on the last Friday of every month until further notice.

11. The announcement of the winners may also be broadcast live on all our social media platforms. The Winners shall also be contacted via phone and email immediately after each mini promotion.

12. Winners will be published online immediately after the initial prize draw date as listed above via our social media platforms and published on our website at [Banditsplus](#).

13. The Bandits+ prize will be handed over by our team to the Winner within 15 business days after the draw. Times may vary as a result of product availability and transport/freight availability.

14. If the prize is unclaimed after a 3-month period of the initial draw, the prize will then be redrawn and a new winner announced 2 months from the stated draw date at 12:00 pm AEST on our social media platforms, Facebook and Instagram, and published on our website at [Banditsplus](#).

## QUERIES

15. The Participant shall be entitled to contact us at [info@brisbanebandits.com.au](mailto:info@brisbanebandits.com.au). All communications in relation to the Contest must be made via [info@brisbanebandits.com.au](mailto:info@brisbanebandits.com.au).

## **REPRESENTATIONS AND WARRANTIES OF BANDITS+**

16. Bandits+ warrants the following:

- a) All prizes involved in the Contest to be given away as a promotional prize are the property of Bandits+ and are in 'as is' condition
- b) The purpose of this promotion is to bring awareness to the Bandits+ brand.
- c) Bandits+ neither sells raffle tickets nor any tickets specifically to win these prizes.
- d) These prizes are strictly promotional giveaways, which can be won by any person that purchases a membership via our website or any official link, thereby becoming a Customer of Bandits+.
- e) Entries to the Contest are only provided as a promotional prize to Members or Customers of Bandits+ and cannot be purchased and will not be sold separately..
- f) Bandits+ entirely funds all of their promotions. Everything associated with this promotion is funded by Bandits+.
- g) If an Bandits+ subscription loyalty members payment fails you will be contacted by Bandits+ Staff to rectify this.

## **MEMBERSHIP TERMS**

17. Memberships purchased through the Bandits+ Packages grants members access to the rewards platform for a time period.

18. Memberships also include discounts to our official merchandise store.

19. Memberships to our club also include invitations and access to official Bandits+ Events Australia wide ( membership must be active at the time of the event and proof must be provided)

## **REFUNDS, RETURNS, EXCHANGES**

20. Your purchase of a membership to our rewards platform enters you to win amazing giveaways. Memberships purchased during a giveaway are non-refundable.

Our goods and services come with guarantees that cannot be excluded under Australian Consumer Law. For major failures you are entitled to cancel your service contract with us; and a refund for the unused portion or compensation for its reduced value. You are also entitled to choose a refund or replacement for major failures with goods.

If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done, you are entitled to a refund for the goods and to cancel the contract for the service. Refunds or rectifications cannot be given for reasons such as change of mind or failure to properly understand this promotional T&C or the Bandits+ platform T&C.

## **REPRESENTATION AND WARRANTIES OF THE PARTICIPANT**

21. The Participant represents and warrants that it shall not contact any affiliate, employee, sponsor or partner of Bandits+ in order to manipulate the Contest results.

## **DISCLAIMER**

22. By becoming a Member or Customer of Bandits+ the Participant agrees to enter the Contest and Agrees that:

- a) Any and all disputes, claims and causes of action arising out of or in connection with the Contest and the promotional prizes shall be resolved individually without any form of class action;
- b) Any claims judgments and awards shall be limited to actual out of pocket costs incurred in entering the Contest, but under no circumstances will Bandits+ be responsible for any legal fees;
- c) Participants hereby waive all rights to claim punitive, incidental or consequential damage and any rights to have damages multiplied or otherwise increased and any other damages, other than damages for actual out of pocket expenses incurred in entering the Contest.
- d) In no event will Bandits+, their licensees, parents, affiliates, subsidiaries and related companies, their advertising or promotional agencies or their respective officers, directors, employees, representatives and agents, be responsible or liable for any damages or losses of any kind, including direct, indirect, incidental, consequential or punitive damages arising from access to, or use of, this website, electronic or computer malfunctions, or entrant participation in this contest, even if Bandits+ was advised of the possibility of such damages.
- e) Bandits+ reserves the right to disqualify any Participant found to be tampering with or otherwise abusing any aspect of this Contest is solely determined by Bandits+.
- f) In the event the Contest is compromised by non-authorized human intervention, tampering or other causes beyond the reasonable control of Bandits+, that corrupt or impair the administration, security, fairness or proper operation of the Contest, Bandits+ reserves the right to suspend, modify or terminate the Contest.
- g) Any attempt by a Participant to deliberately damage the website or undermine the legitimate operation of this Contest is a violation of criminal and civil laws, and should such an attempt be made, Bandits+ reserves the right to seek damages from any such Participant to the fullest extent permitted by Law.

- h) Bandits+ assumes no responsibility for any problems or technical malfunction of computer systems, servers, software, internet service provider, or e-mail systems, failure of any entry to be received on account of technical problems or incomplete, late, lost, damaged, illegible or misdirected electronic communications, or any combination thereof.
- i) The Contest is void where prohibited or restricted by law, the administration, security, fairness or proper operation of the Contest, Bandits+ reserves the right to suspend, modify or terminate the Contest.
- j) Any attempt by a Participant to deliberately damage the website or undermine the legitimate operation of this contest is a violation of criminal and civil laws, and should such an attempt be made, Bandits+ reserves the right to seek damages from any such Participant to the fullest extent permitted by Law.
- k) Bandits+ assumes no responsibility for any problems or technical malfunction of computer systems, servers, software, internet service provider, or e-mail systems, failure of any entry to be received on account of technical problems or incomplete, late, lost, damaged, illegible or misdirected electronic communications, or any combination thereof.
- l) The Contest is void where prohibited or restricted by law.

#### **COPYRIGHT, STATUTORY GUARANTEES, WAIVER AND LIABILITY**

23. In consideration for Bandits+ awarding the prize to the winner, the winner hereby permits the winner's submission, image and/or voice, as recorded, photographed or filmed during the winner's participation in/with the prize to appear in advertising or marketing thereof, in any media whatsoever throughout the world and the winner will not be entitled to any fee for such use.

24. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the ability of Bandits+ to proceed with the competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, Bandits+ may in its absolute discretion cancel the competition and recommence it from the start on the same conditions, subject to any directions given under State Regulation.

25. Bandits+ does not exclude any rights and remedies in respect of goods or services under the Australian Consumer Law in the Competition and Consumer Act (2010) (Australian Consumer Law) which cannot be excluded, restricted or modified. However, the remainder of this clause will apply to the fullest extent permitted by law and Bandits+ shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with the prize except for any liability which cannot be excluded by law.

26. Bandits+ is not responsible for any incorrect or inaccurate information, either caused by entrant or for any of the equipment or programming associated with or utilised in this competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.

27. Bandits+ reserves the right in its sole discretion to disqualify any individual who it has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The legal rights of Bandits+ to recover damages or other compensation from such an offender are reserved.

28. All entries become the property of Bandits+. Bandits+ collects personal information about you for the purposes of conducting this promotion. Any disclosure of such information will be made as required by law and in accordance with these terms and conditions but no further use of this information will be made without prior consent.

29. All entries become the property of Bandits+. All entries will be entered into a database and it may use the entrant's names and email address for future promotional marketing purposes without notice and without any fee being paid unless otherwise advised by the entrant. By entering this competition, entrants confirm that they allow their details to be used for this purpose. If entrants no longer consent to their details being used for future marketing purposes, the entrant should contact Bandits+ on their details set out in Condition 15. Any request to update, modify or delete the entrant's details should be directed to Bandits+.

30. Bandits+ collects information about you, including for example your name and email address which you provide when entering the competition. We collect and use that information to provide you with our goods and services and to promote and improve our goods and services. We may use your information as described when we collect information from you. If you do not provide us with requested information we may not be able to provide you with the goods and services you require. Where you have entered a competition, we may disclose your personal information to authorities if you are a prize winner or otherwise as required by law. To request access to, or to update, personal information Bandits+ holds about you, entrants can contact the office of Bandits+ by the methods described in Condition 15.

[Guide to category 4 promotional games - Charitable and non-profit gaming forms and resources - Publications | Queensland Government](#)