

“OFFLINE DASHBOARD CAMPAIGN” PROMOTION

TERMS AND CONDITIONS

1. Information on how to enter and the prize(s) and gift(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. The Promoter is MYOB Australia Pty Ltd (ABN 13 086 760 198) of Level 3, 235 Springvale Road, Glen Waverley, Victoria 3150, telephone 1300 555 151 (“**Promoter**”).
3. Entry is only open to businesses located in Australia who are current MYOB partners who are invited to enter the promotion by the Promoter (“**Eligible Business**”).
4. Employees (and their immediate families) of the Promoter and agencies 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.
5. Entries into the promotion open on 3/08/2020 and close at 9:00am AEST on 30/09/2020 (“**Promotional Period**”).
6. There are two components to this promotion, as detailed in clauses 7 and 8 below.
7. To be eligible to enter and receive an automatic entry into the draw, Eligible Businesses must complete the following steps during the Promotional Period:
 - a) Upload at least 3 of their Offline clients files through an AM appointment; and then
 - b) Refer an upgrade to their client(s) to receive an entry into the draw. For the removal of doubt, Eligible Businesses will receive one (1) automatic entry into the draw for each upgrade or unit sold during the Promotional Period.
8. The first one hundred (100) Eligible Businesses who complete step 7a above will each receive the gift of a \$50 MYOB merchandise voucher. Eligible Businesses will be notified by e-mail within 1 week that their entry has been deemed valid, including instructions on how to claim their gift.
9. Multiple entries permitted, subject to the following: (a) only one (1) gift permitted per client upload as detailed in clause 7a above; (b) only one (1) entry permitted per upgrade or unit sold; and (c) each entry must be submitted separately and in accordance with entry requirements.
10. 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 reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. 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. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

11. Incomplete, indecipherable or cancelled entries will be deemed invalid.
12. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
13. The draw will take place at Anisimoff Legal, Suite 5, Erina Plaza, 210 Central Coast Highway, Erina NSW 2260 on 10/10/2020 at 1:00pm AEST. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. Winners will be notified in writing within two (2) business days of the draw. Winner's names will be published at www.myob.com/partners from 20/10/2020.
14. The Promoter's decision is final and no correspondence will be entered into.
15. The first three (3) valid entries drawn will each win \$1,000 awarded in the form of a pre-paid Visa card.
16. Prizes and gifts will be awarded to the Contact of the respective winning Eligible Business who schedules the AM appointment with their MYOB representative who may, in his/her absolute discretion, allocate the prize or gift to any employee of that store.
17. Any ancillary costs associated with redeeming the pre-paid Visa card are not included. Any unused balance of the pre-paid Visa card will not be awarded as cash. Redemption of the pre-paid Visa card is subject to any terms and conditions of the issuer including those specified on the pre-paid Visa card.
18. Subject to the unclaimed prize draw clause, if for any reason a winner does not take a prize by the time stipulated by the Promoter, then the prize will be forfeited.
19. If any prize or gift is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize or gift with a prize or gift to the equal value and/or specification, subject to any written directions from a regulatory authority.
20. Total prize pool value is \$10,000.
21. Prizes and gifts, or any unused portion of a prize or gift, are not transferable or exchangeable and cannot be taken as cash.
22. A draw for any unclaimed prizes may take place on 30/11/2020 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winners, if any, will be notified in writing within two (2) business days of the draw. Winner's names will be published at www.myob.com/partners from 16/11/2020.
23. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a 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.
24. 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.

25. 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 States 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.
26. 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 or gift 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 or gift value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of a prize or gift.
27. The Promoter collects personal information ("**PI**") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize or gift suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed <https://www.myob.com/au/privacy-policy>. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. Unless otherwise indicated by the Promoter, the Promoter may disclose PI to entities outside of Australia (for a list of the countries, see the Promoter's Privacy Policy).

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