

“WIN \$4,000” PROMOTION

TERMS AND CONDITIONS

1. Information on how to enter and the prize 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 customers who are invited to enter the promotion by the Promoter (“**Eligible Business**”).
4. Eligible Businesses must be within the Promoter’s trading terms throughout the Promotional Period and must not have overdue monies owing as at 11:59pm AEST on 31/08/2019 for an Eligible Business to be eligible to claim any prize if drawn as a winner.
5. 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.
6. Promotion commences on 01/08/2019 and final entries close at 11:59pm AEST on 31/08/2019 (“**Promotional Period**”). All times indicated are in AEST or AEDT, as applicable in Victoria.
7. To be eligible to enter and receive an automatic entry into the draw, Eligible Businesses must apply for ‘Invoice Payments’ online and be approved during the Promotional Period, and then send at least one (1) online invoice with Invoice Payments during the Promotional Period.
8. Incomplete or indecipherable entries will be deemed invalid.
9. Limit of one (1) entry permitted per Eligible Business.
10. Eligible Businesses should ensure all contact details are up to date as failure to do so may result in the Eligible Business being deemed ineligible for the prize.
11. The Promoter reserves the right, at any time, to verify the validity of entries and Eligible Businesses (including an Eligible Business’s place of business and MYOB status) 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.
12. If there is a dispute as to the identity of an Eligible Business, the Promoter reserves the right, in its sole discretion, to determine the identity of the Eligible Business.
13. The draw will take place at MYOB Australia Head office, 3/235 Springvale Rd Glen Waverly on 09/09/2019 at 12.00pm AEST. The Promoter reserves the right to draw additional reserve entries and record them in order of which they were drawn, in the event an invalid or ineligible entry is drawn. The winner will be notified by telephone and in writing within two (2) business days of the draw and the name of the winning Eligible Business will also be published online at www.myob.com/invoicepaymentswin from 10/09/2019. In the event of an Eligible Business from SA, their name will also be published in The Advertiser on 10/09/2019.
14. The Promoter’s decision is final and no correspondence will be entered into.
15. The first valid entry drawn will win a \$4,000 Visa Gift Card.

16. Any ancillary costs associated with redeeming a Visa Gift Card are not included. Any unused balance of a Visa Gift Card will not be awarded as cash. Redemption of a Visa Gift Card is subject to any terms and conditions of the issuer including those specified on the Visa Gift Card.
17. Subject to the unclaimed prize draw clause, if for any reason the winning Eligible Business does not take /redeem the prize, then the prize will be forfeited.
18. Total prize pool value is \$4,000. Prize, or any unused portion of the prize, is not transferable, exchangeable and cannot be taken as cash.
19. A draw for the prize if unclaimed may take place on 10/12/2019 at the same time and place as the original draws, subject to any directions from a regulatory authority. The winner, if any, will be notified by telephone and in writing within two (2) business days of the draw and the name of the winning Eligible Business will also be published online at www.myob.com/invoicepaymentswin from 12/09/2019. In the event of an Eligible Business from SA, their name will also be published in The Advertiser on 12/09/2019.
20. 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 Eligible Business; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
21. 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 (Cth), as well as any other implied warranties under the ASIC Act (Cth) 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.
22. 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, Eligible Business; or (f) taking/use of a prize.
23. 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 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 at <https://www.myob.com/au/privacy-policy>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the Eligible Business. The Privacy Policy also contains information about how Eligible Businesses may opt out, access, update or correct their PI, how Eligible Businesses 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. The Promoter will not disclose any PI collected for this promotion to any entity outside of Australia.

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