

TERMS AND CONDITIONS OF ENTRY FOR THE NETGEAR “ORBI – GIVE THE GIFT OF BETTER WIFI” (PROMOTION)

These terms and conditions of entry, including information on how to participate and prize details (Terms), apply to the Promotion and entry into the Promotion is deemed acceptance of these Terms.

The entrant is responsible for ensuring his or her familiarity with these Terms at the time of participation. The Promoter’s decision not to enforce a specific restriction (whether communicated to an entrant or not) does not constitute a waiver of that restriction or of the Terms generally.

All entrants acknowledge that the Promoter can rely on these Terms even if the Promoter only learns of a person’s ineligibility after the Promoter has awarded a prize to the ineligible person. Return of the prize or payment of its equivalent value to the Promoter may be required by the Promoter if this occurs.

The Promoter’s decision in relation to any aspect of these Terms and the Promotion is final and binding on every person who enters. No correspondence will be entered into.

The promoter NETGEAR International Inc, of Level 18, Tower A, 821 Pacific Highway, Chatswood, NSW, Australia, 2067. A.B.N. 1713 1554 366 (Promoter).

Outlets participating in this Promotion are retailers listed at www.netgear.com.au/orbibetterwifi throughout Australia and New Zealand (Participating Outlets).

PROMOTION PERIOD

The Promotion will be open from 00:01 AEDT on 01/11/2017 until 23:59 AEDT on 31/12/2017 (Promotion Period).

WHO CAN ENTER

Entry in the Promotion is only open to Australian and New Zealand residents aged 18 years and over, excluding:

management, employees, directors and contractors of the Promoter, its related entities, the Participating Cafes and other agencies, firms or companies associated with the Promotion (including suppliers of the prizes);

a spouse, de-facto spouse, parent, guardian, child or sibling of a person referred to in paragraph 8(a) of these Terms;

persons who have breached the terms and conditions of any promotion run by or on behalf of the Promoter,

(Eligible Entrants). The persons referred to in paragraph 8(b) of these Terms includes natural and non-natural relations (in the opinion of the Promoter) and the Promoter is responsible for determining whether a person is an Eligible Entrant in its absolute discretion.

HOW TO ENTER

To enter and be eligible to win, Eligible Entrants must, during the Promotion Period:

purchase any Orbi WiFi System Kit (eligible purchase*) from a participating outlet during the promotional period (Qualifying Purchase);

*Eligible products include:

Orbi WiFi System Kit (RBK50)

Orbi WiFi System Kit (RBK40)

Orbi WiFi System Kit (RBK30)

collect their purchase receipt (Receipt);

visit www.netgear.com.au/orbibetterwifi and follow the links to the online Promotion entry site (Promotion Entry Site); and

fully complete and submit the online Promotion entry form (Online Entry Form) on the Promotion Entry Site by:

entering all details required by the Promoter, including but not limited to their first name, last name, email address, residential address, contact phone number, date of birth, place of purchase, date of purchase, product serial number and uploading a copy of their qualifying purchase (receipt) indicating their acceptance of these Terms,

(Eligible Entry).

If an Eligible Entrant submits an entry:

which complies with these Terms, they will receive an on-screen notification confirming that their entry is valid and has been received; or

which does not comply with these Terms, they will receive an on-screen notification that their entry is invalid, whichever is applicable in the circumstances.

Any costs associated with accessing the Promotion website are the entrant's responsibility and are dependent on the internet service provider used. Eligible Entrants must submit their entries manually using an internet browser.

The Promoter is not responsible for technical difficulties with the entry mechanism and does not warrant that the entry mechanism will be available at all times.

The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter the Promotion repeatedly is prohibited and will render entries submitted using such means invalid.

Incomplete, illegible or incorrect entries are not eligible to win.

Entries are deemed to be received at the time of receipt into the Promoter's database, not time of transmission by the entrant.

VERIFICATION

Entrants must retain their original Receipt (Proof of Purchase) which corresponds to each entry they submit in the Promotion in order to claim a prize (if won).

If requested by the Promoter, Eligible Entrants must produce, within the time requested by the Promoter at its absolute discretion:

appropriate photo identification or other documentation, required by the Promoter to verify their identity, age, eligibility to enter the Promotion and claim a prize (if drawn) and compliance with these Terms; and

their Proof of Purchase that corresponds to each entry they have submitted in the Promotion.

If the items required by the Promoter are not received or an entrant has not been verified to the satisfaction of the Promoter within the time period required by the Promoter, the entry(s) submitted by the entrant will be deemed invalid. A prize will only be awarded following all validation and verification requirements of the Promoter being met to its satisfaction

Entrants can only enter the Promotion in their own name. Entrants who enter using multiple aliases (i.e. multiple names, addresses and/or email addresses) will be disqualified.

PRIZE DRAWS & PRIZE INFORMATION

A random electronic prize draw will be conducted at Adlab, 87 Kensington Road Norwood, SA 5067 (Draw Location) at 12 noon AEDT on 08/01/2018 (Prize Draw).

The first ten (10) Eligible Entrants with an Eligible Entry drawn in the Prize Draw will win a \$1000 Flight Centre Gift Card (Major Prize). Total prize pool valued at \$10,000 RRP.

Flight Centre vouchers are to be redeemed by 31/1/2019 at a Flight Centre from the country which their entry was made.

Flight Centre Gift Card terms and conditions can be found by visiting [http://www.flightcentre.com.au/cms_images/pdfs/Gift_Card-Terms%20&%20Conditions%20\(6%20April%202016\).pdf](http://www.flightcentre.com.au/cms_images/pdfs/Gift_Card-Terms%20&%20Conditions%20(6%20April%202016).pdf)

PRIZE CONDITIONS

The winning vouchers will be sent via registered mail to the winners preferred postal address

The Prize(s) do not (except as expressly stated) include:

any insurance (such as travel or health cover), however the Promoter requires the Prize winners and their nominated travelling companions cover themselves with interstate or international travel insurance, as the case may be. Receipt of insurance for all persons travelling must be supplied to the Promoter prior to travel. Should a Prize winner or their travelling companion fail to take out travel insurance, the Promoter will require them to sign a waiver prior to travel;

any vaccinations or other medical or health related services;

any other ancillary costs which may be incurred by those travelling.

Participation in a Prize is subject to such other terms and conditions as may be imposed by those involved in providing other goods or services included in the Prize (Third Party Terms).

As a condition of accepting a Prize, the winner and companion must sign any legal documentation as and in the form required by the Promoter and/or Prize providers in their absolute discretion, including but not limited to a legal release and indemnity form.

Prize participants are responsible for compliance with all applicable Entry Requirements (if applicable) and Third Party Terms and bear all risks associated with failure to comply with any of them. They will be required to maintain an acceptable standard of behaviour while a participant in the Prize. The Promoter assumes no liability (and will provide no compensation) to a Prize winner and/or nominated travel companion who, as a result of any failure to comply with any Entry Requirements or Third Party Terms:

is unable to participate in the Prize (or any part of it); or

is refused entry into any country (if applicable); or

suffers any other loss or damage.

In the event that for any reason a Prize winner or their nominated companion do not take an element of the Prize at the time stipulated by the Promoter then that element of the Prize will be forfeited by the Prize winner and/or nominated companion and no compensation will be supplied in lieu of that element of the Prize.

Prizes cannot be sold, scalped, auctioned, raffled, pledged, or promoted as an incentive or reward by any third party as an inducement for any person or other entity to enter into any commercial or other arrangements with that third party. If a Prize is obtained through any of these methods, it will not be honoured.

NOTIFICATION OF WINNERS

The Prize winners will be notified by phone and in writing by 10/1/2018 and winners published on www.netgear.com.au/orbibetterwifi by 12/1/2018.

UNCLAIMED PRIZE DRAW (IF ANY)

If a Prize is won by an Eligible Entrant and they do not claim their Prize by 11am AEDT on 10/4/2018, a random electronic re-draw will be conducted on 10/4/2018 at 12 noon at the Draw Location by a representative of the Promoter from all remaining Eligible Entries received in the Promotion, subject to any directions from the relevant gaming departments.

NOTIFICATION OF RE-DRAW WINNER/s (IF ANY)

The Re-Draw winner/s, if any, will be notified by phone and in writing from 12/4/2018 and winners published on www.netgear.com.au/orbibetterwifi by 14/4/2018.

GENERAL

The total value of all Prizes available to be won in the Promotion is up to AUD\$10,000 (including GST).

Each Eligible Entry must be:

based on a separate Qualifying Purchase; and

Submitted separately in accordance with these Terms.

Prizes are not transferable, exchangeable or redeemable for cash. Prizes must be taken as offered and may not be varied.

The Promoter accepts no responsibility for any variation in the value of the prizes from time of printing Promotion materials.

Acceptance and use of a Prize is subject to terms and conditions imposed by those involved in providing goods and/or services as part of or in connection with a Prize.

If more than one person attempts to claim a Prize, the Promoter has sole and absolute discretion to determine which of those persons the winning entrant is.

If the Promoter is unable to provide a winner(s) with the nominated Prize, the Promoter reserves the right to supply an alternative prize of similar monetary value to the nominated Prize, subject to any directions given by the relevant gaming departments.

The Promoter accepts no responsibility for any entries not received for any reason during the Promotion Period. No responsibility will be taken for lost, late or misdirected entries.

If, for any reason, the Promotion is not capable of being run as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud or any other causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion, the Promoter reserves the right in its absolute discretion to take any action that may be available to it, subject to the relevant gaming regulations, including cancelling, terminating, modifying or suspending the Promotion.

Any entrant who, in the opinion of the Promoter, tampers or interferes with the entry mechanism or prize draws in any way, engages in any unlawful or improper conduct which jeopardises or is likely to jeopardise the fair or proper conduct of the Promotion, or who does not properly comply with the entry process, will be ineligible to win.

The Promoter reserves the right to disqualify entries in the event of non-compliance with these Terms. The Promoter's decisions in relation to all aspects of the Promotion are final and binding on each entrant and no correspondence will be entered into.

The:

Promoter, the Promoter's related entities and all agencies associated with the Promotion;
and

employees, agents, directors and contractors, of all entities referred to in paragraph 60(a),

shall not be liable for any loss or claim, action, demand, liability, damage, cost, expense or personal injury whatsoever (including but not limited to any direct, indirect or consequential loss), incurred, suffered or sustained by any person or entity (without limitation) in connection with, or arising from, the Promotion or the acceptance or use of a Prize, except that which cannot be excluded by law (in which case that liability is limited to the maximum extent allowable by law).

The Promoter accepts no responsibility for any tax liabilities that may arise from winning a Prize.

Prize winners must, at the Promoter's request, participate in any Promotion activity (such as publicity and photography) relating to winning a Prize, free of charge, and they consent to the Promoter using their name and image in any future promotional material.

CAUTION: Any attempt to deliberately undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the promoter reserves the right to seek damages to the fullest extent permitted by law.

PERSONAL INFORMATION

Immediately upon submission by an entrant all entries become the sole property of the Promoter.

All information entrants provide (Personal Information) will be used by the Promoter for the purpose of administering this Promotion, contacting winners and awarding Prizes.

The Promoter may disclose entrants' Personal Information to its contractors and agents to assist in conducting this Promotion and as required, to Australian regulatory authorities.

OPTING-IN TO HEAR FROM THE PROMOTER

Should the entrant consent to receiving future information from the Promoter, via placing a tick in the 'opt in' box featured on the Online Entry Form, information provided by the entrant may be entered into a database and used by the Promoter, the Promoter's related entities and agencies engaged by the Promoter for the Promoter's current and future promotional and marketing purposes without further reference or compensation to them.

Entrants may request access to update or correct their Personal Information held by the Promoter and may request that they not receive further Promotional or marketing communications from the Promoter by contacting the Promoter via email salesanz@netgear.com or via mail to NETGEAR International Inc Level 18, Tower A, The Zenith Centre, 821 Pacific Hwy, Chatswood, NSW, 2067, Australia

PRIVACY POLICY

Entrants may view the Promoter's privacy policy by visiting <http://www.netgear.com.au/about/privacy-policy/>

The Promoter is bound by the Australian Privacy Principles in the Privacy Act 1988 (The Privacy Amendment (Enhancing Privacy Protection) Act 2012).

Authorised under Permit Numbers – NSW LTPS 17/18694, ACT TP 17/02094 and SA Lic No T17/1963

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