

Website & Media Terms & Conditions

Competition Holders



Welcome to Prize Pig' Terms and Conditions. Prize Pig provides services connecting you with entities providing prizes for competitions that you may hold. We take great care in selecting the offers featured on the Prize Pig' website. These Terms and Conditions set out how we do it all, for you.

This Website is owned and operated by Zoo Corp Pty Ltd (ACN 603 886 488) ("Prize Pig, us, our or we").

1. DEFINITIONS

1.1. In these Terms,

- a) "you" means any person visiting or using the Website;
- b) "Agreement" means the agreement between you and Prize Pig for the provision by you of goods to be used as a prize for a competition offered on the Website, as governed by any registration form, welcome pack or other documentation provided to you by Prize Pig in conjunction with these Terms & Conditions;
- c) "Terms" means any and all of the terms and conditions of use of the Website included in this Agreement or on the Website, including without limitation any privacy policy, or in any other agreement which forms part of the Terms;
- d) "Website" means the website www.prizepig.com.au and its related pages, including any mobile site or mobile or other application that we may offer;

2. USE OF WEBSITE

- 2.1. Your access to, browsing, contributions to and use of this Website are subject to the following Terms as well as all applicable laws, rules and regulations. By accessing or using this Website you accept and agree to the Terms, which are legally binding.
- 2.2. If you do not agree to any of these Terms, you must not visit, use or continue to use the Website. We will, from time to time, revise and update the Terms and we will publish all such updates on our Website. All updated Terms become effective immediately upon being published on the Website.

3. CONTENT

- 3.1. All content and all intellectual property which includes text, images, trade marks (registered or unregistered), graphics, photographs, designs, icons, logos and service marks ("Content") and the selection, arrangement and "look and feel" of all content contained on the Website, is the property of Prize Pig or third parties who have granted Prize Pig permission to use it on the Website. All Content contained on the Website whether past, present or future and is protected by national and international copyright, design and trade mark and other laws. Your right to use the Content is limited only to the rights expressly set out in the Terms.
- 3.2. To the extent that you have provided to Prize Pig any text, images, trade marks (registered or unregistered), graphics, photographs, designs, icons, logos or services marks ("Your Content") for use on the Website, you grant to Prize Pig an automatic, irrevocable, royalty-free licence for Prize Pig to use Your Content for the purpose for which it was given and, in our sole discretion, for promotional and marketing purposes.

- 3.3. You warrant that you have full right, title and interest in and to any Content that you provide to Prize Pig and that the use by us of such intellectual property will not infringe the rights of any third party. You indemnify and will keep indemnified Prize Pig against any claims or loss arising from any breach of your warranty contained in this clause.

4. WEBSITE USE AND ACCOUNT REGISTRATION

- 4.1. Children under the age of 18 should not use this Website without authorised supervision. If we do find that someone under the age of 18 is accessing the Website, Prize Pig may restrict their access to the Website and may cancel or restrict access to any services to be delivered to the owner of the account that has been accessed.
- 4.2. Certain services will only be available after you have registered your details and activated a membership account with us on the Website. To register your details and open an account with us, you will be required to submit your data and business or personal information. You warrant and agree that all information provided to us is accurate, true and up-to-date in all respects and at all times. You also agree to update your account with any changes to your business or personal information previously submitted as soon as practicable after such business or personal information changes.
- 4.3. Prize Pig reserves the right in its sole discretion to refuse to register any account.
- 4.4. If you breach any of these Terms, we will be entitled to lock or delete any and all accounts, and not accept any further or future account requests, by the account holder and their associates.
- 4.5. You must not use another person's account without their express prior permission nor permit anyone to use your subscription or account.

UNAUTHORISED USE

- 4.6. You are solely responsible for all activity that occurs using your account, and solely responsible to keep your access to it and your passwords secure. Prize Pig does not accept any responsibility for activity or commitments made using your account by unauthorised access of your account.
- 4.7. If you suspect or become aware of any unauthorised use of your account or that your passwords are no longer secure, you must immediately notify Prize Pig and immediately take all reasonable steps to protect your account.
- 4.8. When you notify Prize Pig of your account being accessed without your authority or your account or passwords not being secure, we will immediately lock and cancel your account to prevent any further misuse. We will allow you to register a new account only after we are satisfied, in our sole discretion, that you have taken all reasonable steps to ensure that your account and passwords will be kept secure in the future.
- 4.9. You agree to release and indemnify Prize Pig from any loss or claim arising, whether directly or indirectly, from any unauthorised use of your account.

COMMUNICATIONS

- 4.10. You acknowledge that when you register and use the Website, you will receive correspondence from Prize Pig, including newsletters, relating to the Website and the business of Prize Pig.

LIMITED LICENCE TO USE

- 4.11. Prize Pig grants you a revocable limited non-exclusive licence to access, browse, use or contribute to the Website or the Content on your computer or similar device and download

and use downloadable Content only for the sole purpose of offering competitions or otherwise interacting with Prize Pig or its customers.

- 4.12. Except as expressly permitted in these Terms or on the Website, or with Prize Pig's prior written permission, you are expressly prohibited from modifying, copying, downloading, distributing, transmitting, displaying, publishing, selling, licensing, creating derivative works or otherwise using Content available via this Website for commercial or public purposes, including but not limited to use as meta tags or linking the Website or Content on other pages or sites on the world wide web.

NON-INTERFERENCE

- 4.13. You must not damage, interfere with or disrupt access to the Website or the Content or engage in any other conduct that will or may restrict or limit any other person from using or accessing the Website or the Content. You agree not to, or attempt to, circumvent, disable or otherwise interfere with security-related features of the Website or features that prevent or restrict use or copying of any Content or enforce limitations on the use of the Website or the Content within it.
- 4.14. Prize Pig will hold you liable for any loss, damage or claims arising, directly or indirectly, from your interference with the Website, Content, security or access to the Website or Content or in any other way prevent the usual operation of the Website and its availability to the public.

5. LOGGING A COMPETITION

- 5.1. When logging a competition for which you require goods to be supplied as a prize, you will be required to provide accurate and up-to-date details of the competition which may include the type of competition, timeframes for entry and determination, how the competition will be won, restrictions to entry, how many winners and the type or value of prize to be offered.
- 5.2. By logging a competition, you warrant you are authorised by the competition holder to disclose the details of the competition and negotiate with a prize provider for the provision of a prize for the competition and you have full and due capacity and authority to bind the competition holder.
- 5.3. You may withdraw a competition at any time prior to acceptance of a prize for the competition.
- 5.4. It is your sole responsibility to assess the suitability of any offered prize for your competition. Prize Pig will not be liable for any misjudgement, mistake or misunderstanding in your acceptance of any prize for a competition.
- 5.5. Prize Pig does not guarantee the availability of a suitable or appropriate prize for your competition within the timeframe required for your competition. We recommend that you log your competition as early as possible to provide the best opportunity to source an appropriate prize. Prize Pig will not be liable for any failure to source or agree on an appropriate prize for your competition.
- 5.6. Once an offer of goods as a prize for any competition is accepted by you, both you and the prize provider will be bound by all competition terms notified to you or contained in these Terms including delivery requirements and timeframes.
- 5.7. If any variation to a competition is required, you must notify Prize Pig and the prize provider as soon as possible. If the timeframe for delivery of the prize, or the type, quantity or value of a prize changes, the prize provider may be entitled to withdraw their prize from the competition if , because of the variation to the competition, the prize provider is unable to comply with the new prize requirements.
- 5.8. You and the prize provider may agree on a variation to the prize at your own discretion. Prize Pig is not liable for any loss, change in value or any other expense incurred by either party by agreeing to such variation.

- 5.9. You and the prize provider are responsible for the negotiation and agreement of the offer and acceptance of goods as a prize for the relevant competition. Once agreement has been reached you are not entitled to decline the offered goods as a prize for the competition.
- 5.10. If we determine, in our sole discretion, that a competition is not or becomes unsuitable for our business, we may at any time cancel a competition offer and advise you of same. No compensation will be available for any loss, cost or expense incurred by you as a result of the cancelled competition.

6. YOUR OBLIGATIONS

- 6.1. You must notify both the prize provider and Prize Pig of the prize delivery requirements including whether the prize is to be delivered directly to the prize winner or to you. It is the responsibility of the prize provider to ensure the prize is made available to the notified location within the specified timeframe. All prizes are to be first delivered to Prize Pig unless otherwise advised.
- 6.2. It is the sole responsibility of the prize provider to ensure that any prize delivered to Prize Pig or directly to you or to the competition winner corresponds to the description of the prize including in terms of size, weight, colour, quality and number. If the goods delivered by the prize provider do not correspond with the description of the prize then the prize provider will be required to immediately replace the delivered goods with goods that correspond with the prize description. If the prize provider is unable to deliver goods which correspond with the prize description then the prize provider may be requested to provide an alternative but comparable prize or the monetary value of the prize. Prize Pig will consult with you to determine a suitable alternative arrangement but the final decision will be made in the sole discretion of Prize Pig.
- 6.3. You acknowledge that you are solely responsible for providing clear and comprehensive instructions for the provision of a prize for any competition.
- 6.4. You release and indemnify Prize Pig against any loss, damage or claims that may arise as a result, directly or indirectly, of the conduct of yourself or any third party in the conduct of any competition or receipt of any goods or services or your compliance with any and all laws, regulations or other requisite compliance for the conduct of your competition.

7. DELIVERY OF GOODS

- 7.1. As soon as practicable after you have accepted a prize for your competition, you must notify Prize Pig of the accepted prize and your requirements for delivery of the prize including location and delivery date. We will notify the prize provider of such acceptance and the required timeframe for delivery of the prize and the location for delivery to Prize Pig, unless delivery direct to you or the competition winner is agreed.
- 7.2. Depending on the requirements of each competition, Prize Pig may, in its sole discretion, nominate an alternative delivery location.
- 7.3. Prize Pig will use its reasonable endeavours to deliver the prize to you or as you direct within 7 days from acceptance of a prize for your competition. Any delays will be notified to you. Prize Pig is not responsible nor liable for any loss, expense or claim arising from any delay in delivery of a prize to you or as you direct.

8. PERSONAL INFORMATION

- 8.1. Prize Pig may collect your business, private and personal information for the purpose of delivering the services and will hold and use such information in accordance with its privacy policy.
- 8.2. You agree that Prize Pig may disclose your business, private and personal information to third party suppliers if such disclosure is necessary for the delivery of the services to you.

9. THIRD PARTY SITES

- 9.1. Prize Pig selects third party partners and associates with care and with our customers' needs in mind. We aim to connect you with reputable third parties that can deliver quality competitions and offers for your products or services.
- 9.2. The Website may contain links to third party websites or content (Third Party Content). Prize Pig does not monitor, review or update, and does not have any control over, Third Party Content. Unless expressly stated otherwise, Prize Pig does not endorse or adopt Third Party Content and makes no representation, warranty or guarantee as to accuracy, completeness, timeliness or reliability of Third Party Content or the safety of any third party website.
- 9.3. If you use the links contained on our Website to access Third Party Content you do so entirely at your own risk and liability. In addition, without limiting any other part of the Terms, reference to any products, services, processes or other information by name, trade mark, manufacturer, supplier or otherwise on or via the Website does not constitute or imply any endorsement, sponsorship or recommendation by Prize Pig.

10. NO WARRANTIES

- 10.1. The Website and Content are provided "as is" without warranty of any kind, express or implied. Except to the extent required by the law, Prize Pig does not make any representations or warranties as to the Website, including but not limited to, warranties of merchantability and fitness for a particular purpose, title, non-infringement, security, informational content, system integration or accuracy and the express warranty of quiet enjoyment or as to the accuracy or suitability of information, descriptions, guidelines and images on the Website including colour, design and texture samples, descriptions of any materials or products, services, offers, merchants or any other information shown on the Website.
- 10.2. Prize Pig does not represent or warrant that the Website or its server(s), applications or functionalities are free of viruses or other harmful components, and you bear the entire risk of losses or damages that you may incur or suffer as a result of any use of or visit to this Website. Prize Pig does not guarantee continuous, uninterrupted, error-free or secure access to the Website or its services, since the operation of the Website may be interfered with by numerous factors outside of Prize Pig' control.

11. LIMITATION OF LIABILITY

- 11.1. Except to the extent required by the law or as expressly set out in the Terms, Prize Pig specifically disclaims all or any liability arising from your access to or use of the Website and Content, logging any competition or agreeing on any prize, and in no event will Prize Pig, its subsidiaries, affiliates, officers, directors, shareholders, employees or agents be liable for any loss or damage of any kind, including indirect, incidental, consequential, punitive, or special damages or any loss of use, loss of profits or loss of data, whether in an action in contract, tort, strict liability or otherwise (including but not limited to negligence), arising out of or in any way connected with those matters (even if Prize Pig has been advised of the possibility of such damages).
- 11.2. Prize Pig is not responsible nor liable for your actions, or the actions of any prize provider, in respect of any agreement reached between you and prize provider and any matter arising from the conduct of the competition. You indemnify and will keep indemnified Prize Pig against any loss, damage or claim arising from your behaviour in the conduct of a competition including any error or mistake, negligence or other behaviour which result in loss, expense or a claim by any party.
- 11.3. In any event, Prize Pig's total liability to you for damages, losses, and causes of action (whether in contract or tort (including, but not limited to, negligence) or otherwise) will not exceed the amount paid by you, if any, for accessing the Website or logging any competition.

- 11.4. Prize Pig's liability for breach of any condition or warranty implied by legislation is, at Prize Pig's option, limited to supplying services again or payment of the cost of having services supplied again.
- 11.5. Without limiting the above, you acknowledge that Prize Pig accepts no responsibility or any liability for any competition logged by you or prize accepted by you, and you acknowledge that competition instructions are to be strictly notified at your own risk. Prize Pig does not accept any responsibility or liability for any information or errors contained in any competition information or instructions provided by you or any third party or in any prize requirements provided by you, including your failure to do all things necessary to ensure the competition instructions, prize requirement and the prize itself is appropriate, suitable and safe in all the circumstances.
- 11.6. You release and forever discharge Prize Pig, its officers, employees and agents from all and any loss, damage or liability (including indirect, special or consequential) excluded under these Terms, including from any third party claim, except to the extent that any legislation applies and cannot be lawfully excluded.

12. INDEMNIFICATION

- 12.1. You indemnify and will keep indemnified, Prize Pig and its subsidiaries, affiliates, officers, directors, agents, shareholders, employees or agents and will hold us harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of the Terms, or your violation of any law or the rights of any party. You also indemnify and will keep indemnified Prize Pig from any and all damage you may cause Prize Pig, its business, or the Website due to your interaction with the Website including without limitation your contributions, if any to the Website.
- 12.2. You indemnify and will keep indemnified and hold harmless Prize Pig, its officers, employees and agents against any loss or damage of any kind that is either excluded under the Terms, including from any third party claim, for any property or injury to or death of any person, or caused as a result in any way by a breach by you of the Terms, any negligent act or omission or wilful misconduct of yours or any claim, suit or action brought against Prize Pig as a result of your membership, any competition offered by you or the acceptance of goods as a prize in respect of any competition, receipt of goods and anything associated with your competition and acceptance of goods pursuant to these Terms.
- 12.3. This Clause contains continuing separate obligations and it survives termination.

13. TERMINATION

- 13.1. You may terminate your account with us at any time however you remain responsible for any commitments and agreements you have made to prize providers prior to such termination.
- 13.2. Prize Pig reserves the right, without notice and in its sole discretion, to restrict or terminate your ability to use the Website, and to limit, block or prevent access to and use of this Website, including access to and use of your membership account or offers, without any liability to you. Failure by you to abide by the Terms revokes your authorisation to use the Website and its services, including any licence granted.
- 13.3. Prize Pig reserves its right to refuse service, terminate a prize offer or competition or change or remove the Website or Content at its sole discretion and will not be liable for any damages, loss or expenses of any kind, including indirect or consequential loss or damage, suffered or incurred by you in any way (including due to negligence) as a result of refusal, termination, change or removal, or in connection with your reliance on the Order in any way, other than a refund that is expressly permitted under the Terms.

14. INTELLECTUAL PROPERTY

- 14.1. You acknowledge that Prize Pig is the owner or licensee of all intellectual property rights in the Website and all works and designs therein and nothing in these Terms grants or gives you any intellectual property rights in the Website, works or designs, which to avoid doubt are absolutely assigned to Prize Pig.
- 14.2. You acknowledge and agree that all information and materials provided to you in the delivery of our services or membership programs are the sole property of Prize Pig. You are not permitted to use, distribute or in any manner share any materials or information received by you from Prize Pig or any other party in the delivery of services or programs to you.
- 14.3. Upon contributing or providing content of any kind to the Website, including via third party sites such as Facebook or Twitter, you immediately grant Prize Pig a licence to use it for the purpose for which it was given and for our reasonable promotional or marketing purposes relating to the Website and you acknowledge that this clause is sufficient to give effect to the licence. You acknowledge that any contribution you make to the Website or via other sites, does not in any way give you a right, title or interest in the Content or the Website and you warrant to Prize Pig you have all necessary rights, including copyright, in the content you are contributing and have not granted any rights inconsistent with any rights granted under these Terms. You warrant that any content contributed by you is not unlawful, defamatory, false or misleading, in violation of laws including privacy, harassment or discrimination, infringing rights, abusive, offensive, obscene or inappropriate, including by being vexatious, provocative, an endorsement or a solicitation and there is currently no claim or dispute with any party about any ownership or use of it.
- 14.4. All material published on the Website may, at Prize Pig' sole discretion, be edited, removed or republished for any reason whatsoever.

15. PRIZE PIG COMPETITIONS

- 15.1. The following terms along with any competition information on the Website, including how to enter and prize details apply to entry to any Prize Pig Competition (Competition) and by entering a Competition, you agree to be bound by them. The promoter of any Competition is Prize Pig unless stated otherwise (Promoter).
- 15.2. The Competition details will specify any restrictions to entry and, unless otherwise stated, the employees or directors, and their immediate families of the Promoter and its suppliers, agencies or other entities associated with the Competition are ineligible to enter. If stated on the Website, entrants must be over 18 years of age or comply with any other requirements or limitations on entry. To enter you must comply with entry requirements on the Website.

16. UPDATES AND REVISIONS

- 16.1. We may revise and update these Terms from time to time and will publish the updated Terms on our Website. You acknowledge and agree that you are bound by these Terms as published from time to time including updated and revised Terms. Prize Pig recommends that you periodically visit this page to review and familiarise yourself with all Terms and review the Website generally to familiarize yourself with updates or revisions. We are not obliged to notify you prior to any changes to the Website or Terms, it is your responsibility to check the Website and Terms from time to time.

17. OTHER POLICIES

- 17.1. Prize Pig policies as published on the Website form part of these Terms and governs the use of the Website, including our Privacy Policy which governs our practices for the collection, use and disclosure of your personal information. By agreeing to the Terms you are also agreeing to the Privacy Policy.

18. GENERAL

- 18.1. Unless otherwise expressly stated, these Terms prevail over any representation made on the Website or by Prize Pig' staff and personnel.
- 18.2. If either party fails to do anything it is entitled to under these Terms that does not amount to a waiver of that right. Any waiver or variation must be in writing.
- 18.3. If any clause or part of a clause is illegal or unenforceable, it is to be treated as removed, but the rest of this document is not affected. Any references to a party include their agents, officers, employees or assigns. These Terms are interpreted under and governed by laws and jurisdiction of the courts of New South Wales.
- 18.4. These Terms are an original work protected by copyright and cannot be copied or reproduced without permission in accordance with any applicable copyright laws.