

Microsoft Flight Simulator Suitcase Sweepstakes Terms and Conditions

1. Instructions on how to enter this promotion form part of the terms and conditions of entry. By participating, entrants agree to be bound by these terms and conditions.
2. The promoter is Microsoft Pty Limited (ACN 002 589 460) of Level 27, 1 Denison Street North Sydney, New South Wales, 2060 (**Promoter**).
3. Entry is open to Australian and New Zealand residents aged 13 and over (**Eligible Entrants**). Eligible Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the Eligible Entrant must read and consent to all terms and conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to this promotion. Employees of the Promoter and the Promoter's supplier conducting this promotion and their immediate families are not eligible to enter.
4. The promotion commences at 12:00pm AEST on 27th July 2021 and closes at 11:59pm AEST on 2nd August 2021 (**Promotion Period**).
5. To enter, Eligible Entrants must, during the Promotion Period,
 - a. Be following the @XboxANZ Twitter Account; and
 - b. Reply to and retweet the Promotion Post on the @XboxANZ Twitter Account "Retweet and reply below with the first destination you'll fly to in Microsoft Flight Simulator on Xbox for your chance to win this limited edition Xbox Series S suitcase created with July to celebrate console launch"
6. **GOVERNMENT GIFT AND ETHICS POLICIES:** The Promoter is committed to complying with all Federal, State and Territory Government (**Government**) gift and ethics policies. Employees and independent contractors of the Government (including education departments) must adhere to gift and ethics policies applicable to them when entering the promotion or accepting any prize.
7. The Promoter reserves the right to verify the validity of entries and to disqualify any Eligible Entrant whom the Promoter believes either has tampered with the entry process or has submitted an entry otherwise than in accordance with these terms and conditions of entry.
8. Only one entry is permitted per entrant.
9. The prizes will be drawn at 10:00am on 3rd August 2021 at Level 27, 1 Denison Street North Sydney, New South Wales, 2060.
10. The first entry randomly drawn from all valid entries received will win: one (1) x custom Xbox Microsoft Flight Simulator Suitcase (valued at \$3,282 AUD or \$3470.72 NZD). The total number prizes is one (1) and the total prize value is \$3,282 AUD, or \$3470.72 NZD. Prizes are not transferable or exchangeable and are not redeemable for cash.
11. Subject to the unclaimed prize draw clause, if for any reason whatsoever a prize winner does not claim their prize or an element of their prize by 10th August 2021, then the prize or that element of the prize will be forfeited by the winner and

neither cash nor any other prize will be awarded in lieu of that prize or that element of the prize.

12. Winners will be notified in writing within two days of the draw and their names will be published online.
13. If any winner is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian on their behalf.
14. If necessary, a second draw will be conducted to distribute any unclaimed prizes at Level 27, 1 Denison Street North Sydney, New South Wales, 2060 on the 13th August 2021, subject to any directions given by any relevant authority. Winners drawn in the second draw will be notified in writing within two days of the draw and their names will be published online.
15. If the Promoter is unable to supply the nominated prize, or part of any nominated prize the Promoter reserves the right, subject to the written directions of any competent authority, to supply another prize of greater or equal value.
16. All entries become the property of the Promoter. The Promoter's decision is final and no correspondence will be entered into.
17. No responsibility is accepted for entries not received by the Promoter. Entries will be deemed invalid if stolen, forged, mutilated or tampered with in any way.
18. Incomplete, indecipherable or illegible entries will be deemed invalid. Any incorrect details submitted may render the corresponding entry invalid.
19. Each valid entry has an equal probability of winning.
20. The stated prize value is the recommended retail value (including GST) in Australia and New Zealand as provided by the supplier and is correct at the time of printing. The Promoter accepts no responsibility for any variation in the value of the prize. The Promoter (including its respective officers, employees and agents) and its associated companies accept no responsibility for prizes damaged or lost in transit.
21. Any costs associated with entering the promotion, including accessing any website, are the responsibility of the Eligible Entrant.
22. These terms and conditions do not, nor do they purport to, limit, exclude or modify any non-excludable statutory guarantees provided under the *Competition and Consumer Act 2010* (Cth), the Fair Trading Act 1986 (NZ), the Consumer Guarantees Act 1993 (NZ) or any other warranties (whether express or implied) under any state or federal legislation which cannot be excluded.
23. Except for any liability that cannot by law be excluded, 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.
24. To the fullest extent permitted by law and without limiting any other conditions of entry, the Promoter may, in its discretion, terminate, modify or suspend the promotion, subject to any directions given by any relevant authority. All Eligible Entrants participating in the promotion at the point of termination, modification or suspension of the promotion will be notified by the Promoter in writing. In the event

of modification or suspension of the promotion, the Eligible Entrant may choose to terminate their participation in the promotion at no cost.

25. This promotion is in no way sponsored, endorsed or administered by, or associated with, Twitter. The Eligible Entrant releases Twitter from all liability in relation to the promotion. The Eligible Entrant is providing information to the Promoter and not to Twitter.
26. Details from all entries will be collected and used for the purposes of conducting this promotion (which may include disclosure to third parties for the purpose of processing and conducting the promotion) and for publicity purposes surrounding this promotion. By entering this promotion Eligible Entrants consent to the use of their information as described. Eligible Entrants may access and/or change their data by following the procedures in the Promoter's privacy policy which is available at www.microsoft.com/privacystatement. The Promoter will only use an Eligible Entrants' personal details for marketing purposes outside those described above if the Eligible Entrant "opts in" to join the mailing list when prompted.
27. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
28. This promotion is governed by, and construed in accordance with, the laws of the State of New South Wales and by entering the promotion, Eligible Entrants consent to the exclusive jurisdiction of the courts of the State of New South Wales.
29. Permit Numbers: ACT Permit No. ACT TP 21/00194.