

South Australia Small Business Boost Terms & Conditions ("Conditions of Entry")

Schedule	
Promotion:	oOh! Small Business Boost
Promoter:	oOh! Media Operations Pty Ltd, ABN 44 094 713 210 Level 3, 73 Miller Street, North Sydney, NSW, 2060
Applicant:	The company (or person) that submits the application to which these Conditions of Entry apply.
Application Period:	Start date: 1 February 2023 at 09:00 am EST End date: 1 April 2023 at 04:00 pm EST or any later date determined by the Promoter
Eligible Entrants:	Entrants that satisfy criteria set out in the Statutory Declaration.
How to Enter:	To enter the Promotion, the entrant must visit https://oohmedia.com.au/small-business-boost/ and follow the prompts to the Promotion entry form and fully complete and submit the entry form with all requested details including the Statutory Declaration during the Application Period.
Entries permitted:	Limit one (1) entry permitted per Eligible Entrant.
Boost Opportunity	OOH! advertising package valued at \$100,000

1. The entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
2. The Promotion commences on the Start Date and ends on the End Date (**Application Period**).
3. Valid and eligible entries will be accepted during the Promotional Period.
4. No entry fee is charged by the Promoter to enter the Promotion.
5. The Promoter will assess each Application on its merit in its absolute discretion.
6. If the Promoter deems an Application to be eligible and successful, the Promoter will provide the successful Applicant with:
 - (a) a letter of approval;
 - (b) a media contract to which the Boost Opportunity relates; and
 - (c) any additional terms and conditions relating to the Boost Opportunity.
7. If the Applicant is successful and chooses not to accept the Boost Opportunity (or is unable to) or does not utilise or satisfy the obligations in respect of the Boost Opportunity within 12 months of receiving the letter of approval from the Promoter, the Applicant forfeits the Boost Opportunity and the Promoter is not obliged to provide any services related to the Boost Opportunity to that Applicant.
8. No part of the Boost Opportunity is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise notified in writing by the Promoter.
9. Any personal information collected by the Promoter in connection with the Promotion will be stored on the Promoter's database. The Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter's privacy policy is located at <https://www.oohmedianz.com/privacy-statement/>. The Promoter's privacy policy contains information about how the entrant may access, update and seek correction of the personal information the Promoter holds about them and how the entrant may complain about any potential breach by the Promoter of any privacy laws and how such complaints will be dealt with. The Promoter collects personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, and service providers to assist in conducting this Promotion. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim the Boost Opportunity. The Promoter may transfer entrants' personal information to countries specified in the Promoter's privacy policy.
10. It is a condition of accepting the Boost Opportunity that the Applicant will be required to enter into the Promoter's media contract (**Media Contract**), and will be required to contribute a minimum amount of \$5000 on creative and/or production services to create advertising material to be published on the Promoters 'out-of-home' advertising assets prior to receiving the Boost Opportunity. The terms and conditions under the Media Contract will prevail over these Conditions of Entry, to the extent of any inconsistency.

11. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify the Boost Opportunity.
12. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's compliance with the entrants compliance with the criteria set out in the Statutory Declaration. If a successful Applicant cannot provide suitable proof as required by the Promoter to validate their entry, that Applicant will forfeit the Boost Opportunity in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible.
13. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or willful misconduct) in connection with this Promotion or accepting or using the Boost Opportunity (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
14. The Applicant and its directors agree to participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.
15. The Applicant and its directors acknowledge and agree that they may be required to participate in some post-Promotion activities as requested by the Promoter such as completing and submitting to the Promoter an 'acquittal report', a survey, outcomes of the project, financial implications for the business during or after the campaign period, social media and website posts.
16. The Promoter accepts no responsibility or liability for any tax implications and the entrant must seek their own independent financial advice in regard to the tax implications relating to the Boost Opportunity or acceptance of the Boost Opportunity.
17. Failure by the Promoter to exercise or enforce any of its rights at any stage does not constitute a waiver of such rights.