

## “ALIENWARE ARENA INSTANT WIN GAME” PROMOTION

### TERMS AND CONDITIONS

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. The promoter is LOYALTY.COM.AU Pty Ltd (ABN 581 008 08 991) of 11 Springfield Avenue, Toorak, VIC 3142 (“**Promoter**”).
3. **ELIGIBILITY:** Entry is only open to Australian residents (Excluding South Australia) who are eighteen (18) years of age or older and are Alienware Arena members. See below for more information on how to become an Alienware Arena member. Employees, officers and directors of Promoter, Sponsor, iGames, Inc. (“**iGames**”), CataBoom LLC (“**CataBoom**”) and each of their respective parents, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies (collectively, the “**Promotion Entities**”) and the immediate family members, and/or those living in the same household of each 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.
4. **PROMOTION DESCRIPTION:** The Alienware Arena GamePass Instant Win Game (the “**Promotion**”) begins at 12:00:00am AEDST on April 20, 2020 and ends at 11:59:59pm AEDST on May 10, 2020 (the “**Promotion Period**”).

The Promotion Period consists of three (3) entry periods (each, an “**Entry Period**” and collectively, the “**Entry Periods**”) as follows:

- a) Entry Period 1 starts on April 20, 2020 at 12:00:00am AEDST and ends April 26, 2020 at 11:59:59pm AEDST; and
- b) Entry Period 2 starts on April 27, 2020 at 12:00:00am AEDST and ends May 3, 2020 at 11:59:59pm AEDST; and
- c) Entry Period 3 starts on May 4, 2020 at 12:00:00am AEDST and ends May 10, 2020 at 11:59:59pm AEDST.

Participation in the Promotion does not constitute participation in any other promotion, contest or sweepstakes. By participating in the Promotion, each entrant unconditionally accepts and agrees to comply with and abide by these Terms and Conditions and the decisions of Dell Australia Pty Limited, Level 4, 207 Pacific Highway, St Leonards NSW 2065 (“**Sponsor**”), which shall be final and binding in all respects.

### 5. HOW TO ENTER:

To participate in this Promotion, you must first become a member of Alienware Arena or log into your existing Alienware Arena account. If you do not have an account, you will be prompted to create one. An Alienware Arena account is free. By submitting your information and creating an Alienware Arena account, you agree to the Alienware Arena website’s [Terms of Service](#) and [Privacy Policy](#). If you do not agree to such Terms of Service and Privacy Policy, you cannot create an Alienware Arena account nor participate in this Promotion.

During each Entry Period, go to <https://anz.aliwarearena.com/spintowin> (the “**Website**”). To participate in the Promotion, you must first log in to your Alienware Arena account (or create an Alienware Arena account as directed if you don’t already have one). Once logged in, follow the on-screen instructions to play the instant win game to see if you are a winner of a instant win prize/offer. Winners will be notified instantly upon completion of participation with instructions on how to verify his/her eligibility and claim the instant win prize/offer. All prize/offer claims are subject to verification of eligibility (including Grand Prize). Any instant win prize/offer winners from ACT will be published on <https://anz.aliwarearena.com/ucf/News> from May 18, 2020. All successful entrants of the instant win game will receive one (1) automatic entry into the Grand Prize Draw for the chance to win the Grand Prize.

Instant Win Prize/Offer Winner Determination: One (1) computer generated winning time will be randomly generated for each instant win prize/offer available. If you are the first participant to play the instant win game at or after one of the randomly generated times, you will be a potential winner of the instant win prize/offer indicated, subject to verification of eligibility. If you receive a message that contains any message other than a winning instant win prize/offer message, you are not a instant win prize/offer winner.

6. Only one (1) entry is permitted per person per Alienware Arena account throughout each Entry Period during the Promotion Period.
7. All potential winning plays are subject to verification by Sponsor, whose decisions are final and binding. A "screen shot" is not proof or evidence of a winning play and/or instant win prize/offer. A participant is not a winner of any instant win prize/offer, even if the website should so indicate, unless and until said participant’s eligibility and the potential winning play have been verified and said participant has been notified that verification is complete. Sponsor will not accept screen shots or other evidence of winning in lieu of its validation process. Any play that occurs after the system has failed for any reason is deemed a defective play and is void and will not be honoured. The submission of a instant win prize/offer claim is solely the responsibility of the participant. Sponsor reserves the right, at any time in its sole discretion, to disqualify any participant who the Sponsor 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 Sponsor's discretion. Failure by the Sponsor to enforce any of its rights at any stage does not constitute a waiver of those rights. The Sponsor's legal rights to recover damages or other compensation from such an offender are reserved.
8. The Promotion Entities shall not be responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Promotion or by any technical or human error which may occur in the processing of the entries in the Promotion. The Promotion Entities assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries. NOTE: Participation must be by the participant and only as directed in these Terms and Conditions. Participation by any other individual or any entity, and/or originating at any website or other platform, including but not limited to commercial promotion subscription notification and/or entering service sites, will be declared invalid and disqualified for this Promotion.

9. In the event of a dispute over the identity of a potential winner, entry will be deemed completed by the authorized account holder of the email address associated with the member account used for participation. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, on-line service provider, wireless carrier, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.
10. The Promoter's and Sponsor's decision is final and no correspondence will be entered into.

**11. PRIZES/OFFERS/ODDS:**

There will be 6,900 instant win prizes available to be won during the Promotion Period, as follows:

**Entry Period 1:**

- One-hundred (100) fifty dollar (AUD \$50) Dell Coupon (expires June 30, 2020), valued at AUD \$50.00 ("**First Offer**").
- One-hundred (100) twenty-five dollar (AUD \$25) Dell Coupon (expires June 30, 2020), valued at AUD \$25.00 ("**Second Offer**").

**Entry Period 2:**

- Three-hundred-fifty (350) three (3) month Xbox Game Pass for PC (Beta) Code (expires June 30, 2020), valued at AUD \$14.97 ("**Second Level Prize**").
- Three-hundred-fifty (350) one (1) month Xbox Game Pass for PC (Beta) Code (expires June 30, 2020), valued at AUD \$4.99 ("**Third Level Prize**").
- One-thousand (1,000) fourteen (14) day Xbox GamePass for PC (Beta) Code (expires June 30, 2020), valued at AUD \$2.49 ("**Forth Level Prize**").

**Entry Period 3:**

- The first five-thousand (5,000) valid entries received will receive a Dell Coupon Code valued at AUD \$10.00 ("**Third Offer**"). For clarity the Third Offer will be awarded on a 'first entries received' basis and not via Instant Win Prize/Offer Winner Determination.

12. The Grand Prize Draw will take place at 202/508 Toorak Road, Toorak, VIC 3142 on May 13, 2020 at 2pm AEST. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn ("**Grand Prize Draw**"). The winner of the Grand Prize will be notified by email within two (2) business days of the draw and will be published on <https://anz.aliwarearena.com/ucf/News> from May 18, 2020.

13. The first valid drawn entry will win One (1) Dell Alienware m15 model AWM15D76AU (15.6" OLED UHD display | 9<sup>th</sup> Generation Intel® Core™ i9 processor | 16GB RAM | 512GB SSD), valued at AUD \$5,899.00 ("**Grand Prize**").

14. Grand Prize winner will receive a winner's confirmation email with instructions on how to verify eligibility and claim the Grand Prize. Once verification is complete, the Grand Prize will

be shipped to the confirmed Grand Prize winner within twenty-eight (28) days of confirmation.

- 15.** The total prize pool is valued at up to AUD \$ 72,875.
- 16.** Xbox Game Pass for PC (Beta) Code provides unlimited access to over 100 high-quality PC games on Windows 10. Xbox GamePass Code will be automatically posted in the participant's Alienware Arena account. The GamePass Code will be presented on-screen as well as available at <https://anz.alienwarearena.com/rewards>. Xbox Game Pass for PC (Beta) Code unlocks membership to play PC games on Windows 10 PC (excludes Windows 10 in S mode) for the timeframe designated for the corresponding prize: three (3) months, one (1) month or fourteen (14) days. App download and storage required. System requirements vary by game; performance scales with higher end systems. Game titles and number vary over time and by country. Membership continues to be charged at the then-current price (subject to change; plus applicable taxes) unless cancelled. Cancel any time to stop your next scheduled charge; see <https://account.microsoft.com/services> for details.

Notice before purchase of add-ons, DLC, consumables, virtual currency or subscriptions (sold separately): If your membership terminates or a game is removed from the catalogue, you must reactivate your membership or buy the game separately to continue using these items. ISP fees and age restrictions apply. Xbox Game Pass discounts are based on Microsoft Store price and are not combinable with other offers and are not redeemable for cash. Discount offers exclude titles within 30 days of launch and are not available with selected titles. Maximum 36 months of redeemed Xbox Game Pass per account at a time. Service, features and requirements may change or be retired. Subject to the Microsoft Services Agreement ([microsoft.com/msa](https://microsoft.com/msa)).

- 17.** Dell Coupon will be automatically posted in the participant's Alienware Arena account. The Coupon Code will be presented on-screen as well as available at <https://anz.alienwarearena.com/rewards>. Each Dell Coupon Code is redeemable for a discount off the purchase price of Dell products on <https://www.dell.com/en-au>. Each Dell Coupon Code will expire on June 30, 2020. Only one Dell Coupon Code can be used per purchase. Redemption of the Dell Coupon Code is subject to terms and conditions. Any ancillary costs associated with redeeming the Dell Coupon Code are not included.

Dell Coupon Terms and Conditions:

- a) The coupons offered are valid until 30 June 2020.
- b) The coupons can only be applied on purchases of the listed promotional products.
- c) All offers have a limit of 5 units per customer.
- d) To redeem this offer visit [Dell.com.au](https://www.dell.com.au) and insert the coupon code quoted in the coupon offer at the 'Review Your Order' stage of the online ordering process.
- e) If you buy online, coupon Discounts can only be redeemed when the order is confirmed at the CART page before CHECK-OUT at the Dell Australia ONLINE store at [Dell.com.au](https://www.dell.com.au).
- f) Coupons cannot be redeemed after an order has been submitted and confirmed. Dell is not liable for coupons that are lost or stolen.
- g) This Coupon offer cannot be combined with any other discount coupons.
- h) A Coupon cannot be exchanged, refunded, replaced or redeemed for cash or payment of accounts.
- i) Dell reserves the right to cancel coupon promotions at any time.
- j) These terms and conditions are subject to change at any time without prior written notice from Dell.

- k) All purchases are subject to DELL STANDARD TERMS & CONDITIONS OF SALE available on request or at [www.dell.com.au](http://www.dell.com.au).
  - l) The purchase using the discount coupon must be made on [dell.com.au](http://dell.com.au). The discount is non-cumulative and may be used only once.
- 18.** All non-winning instant win game play participants will be automatically awarded with twenty-five (25) Arena Reward Points (“**ARP**”) deposited into the participant’s Alienware Arena account (“**Reward**”). Limit one (1) Reward per person and per Alienware Arena account per Entry Period. The ARV of each Reward is \$0.75. Arena Reward Points are benefits provided pursuant to the Arena Rewards loyalty program which are redeemable for perks and rewards on the Alienware Arena website. See the Alienware Arena Rewards website Terms and Conditions (<https://anz.alienwarearena.com/legal/terms>) for complete details.
- 19.** No prize/offer substitution or redemption for cash unless otherwise specified by Sponsor due to unavailability of prize/offer for any reason and then for prize/offer of equal value, except as may be required by applicable law. No prize/offer transfer except with Sponsor’s permission which may be granted or withheld in its sole discretion without liability of any kind. All applicable taxes and unspecified expenses in conjunction with prize/offer acceptance/use are prize winner’s sole responsibility.
- 20.** If for any reason a winner does not take or redeem a prize by the time stipulated by the Sponsor, then the prize will be forfeited.
- 21.** A draw for any prizes that are won, but remain unclaimed by 11:59pm AEDST on 12 August, 2020 may take place on August 13, 2020 at 2pm AEDST at 202/508 Toorak Road, Toorak, VIC 3142 , subject to any directions from a regulatory authority. Winners, if any, will be notified by email within two (2) business days of the draw and their names will be published on <https://anz.alienwarearena.com/ucf/news> from August 17, 2020.

**GENERAL CONDITIONS:**

- 22.** Any potential winner may be required to (and any potential Grand Prize winner must) sign an Affidavit of Eligibility, a Liability Release, and (where imposing such condition is legal) a Publicity Release (collectively, “**Prize Claim Documents**”). If winner fails or refuses to sign and return all Prize Claim Documents within seventy-two (72) hours of prize/offer notification (or a shorter time if required by exigencies), winner may be disqualified and the prize/offer will be awarded in the unclaimed prize draw.
- 23.** Acceptance of a prize/offer constitutes prize/offer winner’s permission for Promoter and Sponsor and its designees to use prize/offer winner’s name, photograph, likeness, voice, biographical information, statements and address (city and state) for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity, without further compensation.
- 24.** Unless otherwise due to fraud or ineligibility under these Terms and Conditions, all prize claims in excess of the advertised prize pool will be honoured. Any instant win prizes/offers that are part of the advertised total prize pool and that are won, but remain unclaimed, will be awarded in the unclaimed prize draw.
- 25.** Without limiting the generality of the foregoing, Promoter and Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due

submissions or prize/offer notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted. The use of any device to automate the entry process is prohibited and will lead to disqualification. Any cost associated with accessing promotion websites is the entrant's responsibility and is dependent on the Internet service provider used.

- 26.** Promoter and Sponsor reserve the right to modify, extend, suspend, or terminate the Promotion if it determines, in its sole discretion, that the Promotion is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Promoter's or Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Promotion as contemplated herein. In the event Promoter or Sponsor is prevented from awarding prizes/offers or continuing with the Promotion as contemplated herein by any event beyond its control, Promoter or Sponsor shall have the right to modify, suspend, or terminate the Promotion. If the Promotion is terminated before the designated end date, Promoter or Sponsor will (if possible) select any remaining winner(s) in a random draw from all eligible, non-suspect participants as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances.
- 27.** 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, as well as any other implied warranties under the ASIC Act 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 and Sponsor (including their 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.
- 28.** Entrants agree that the Promotion Entities (A) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Promotion or any Promotion-related activity, or from entrants' acceptance, receipt, possession and/or use or misuse of any prize/offer, and (B) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize/offer, including, without limitation, to such prize's/offer's quality or fitness for a particular purpose. Promoter and Sponsor assumes no responsibility for any damage to an entrant's or any other person's computer system or wireless phone which is occasioned by participating in the Promotion, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature.
- 29.** The Sponsor 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 Sponsor will also use and handle PI

as set out in its Privacy Policy, which can be viewed at <https://anz.aliwarearena.com/legal/privacy>. In addition to any use that may be outlined in the Sponsor's Privacy Policy, the Sponsor 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 entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants 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 Sponsor.

- 30.** These Terms and Conditions cannot be modified or amended in any way except in a written document issued by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these Terms and Conditions shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Terms and Conditions shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

NSW Permit No. LTPS/20/43416 ACT Permit No. TP20/00572