

TERMS AND CONDITIONS FOR GAME OF SKILL

Promoter	Pedestrian Group Pty Limited ACN 112 839 568 of Level 1, 66 Wentworth Avenue, Surry Hills NSW 2010
Competition	Kotaku Australia Batman Anniversary Giveaway
Entrants	Australian residents aged 18 years and over.
Exclusions	Employees of Promoter and the suppliers and agencies associated with this Competition, and the immediate family of all such employees.
Entry Period	Starts at 12:30 PM on Thursday September 19, 2019 and ends at 12:30 PM on Thursday September 26, 2019. All times and dates are times and dates in Sydney, NSW, which may be AEST or AEDT depending on the date.
Entry	1. Answer the relevant question in 100 words or less – what is your most memorable moment with Batman or the Batman series?
Limit	Limited to one person
Judging Criteria	Originality, creativity, humour and entertainment level
Prize Determination	Thursday September 26, 2019 at 12:31 PM at the offices of the Promoter. All times and dates are times and dates in Sydney, NSW, which may be AEST or AEDT depending on the date.
Notification	By email on at the offices of the Promoter Friday September 27, 2019 by 5:00pm. All times and dates are times and dates in Sydney, NSW, which may be AEST or AEDT depending on the date.
Claim Period	Within 48 hours from the date of Notification
Unclaimed Prize Determination	By email on at the offices of the Promoter Wednesday 27th August 2019 by 5:00 pm. All times and dates are times and dates in Sydney, NSW, which may be AEST or AEDT depending on the date.

Prize	1. PRIZE 1: A limited edition version of Detective Comics #1000, signed by illustrator José Luis García-López. The comic without the signature has a value of \$10 AUD, but the estimated value of the limited edition comic with signature is \$146 (estimate based on similar items available for sale).
Total Prize Value	\$146 AUD* (estimated)

PRIZE CONDITIONS

- a. The prize will be awarded on a date to be advised by the Promoter. The prize will be provided to the winner following their discussions with the Promoter to arrange this.
- b. To the fullest extent permitted by law, the Entrant releases the Promoter and its partners, including the prize suppliers from any liability, loss (including consequential loss), damage, claims, costs, expenses, death or personal injury suffered or incurred by the Entrant arising out of, or in connection with, the Competition or the Prize.
- c. All times and dates are times and dates in Sydney, which may be AEST or AEDT depending on the date.
 1. The promoter of the Competition is the Promoter.
 2. By entering this Competition, Entrants agree to be bound by these Terms and Conditions. Information on how to enter and prizes form part of these Terms and Conditions.

ELIGIBILITY

3. Entry is open only to the Entrants, excluding the Exclusions.
4. This Competition will be conducted during the Entry Period. Entries must be received by the Promoter during the Entry Period. Entries received after the Entry Period will not count towards the Competition. The Promoter is not responsible for any late, lost or misdirected entries.

ENTRY

5. To enter this Competition, Entrants must complete the Entry, subject to the Limit.
6. Entry to this Competition via the Pedestrian website is free. However, any costs associated with accessing the Pedestrian website are dependent on the internet service provider used.
7. Entrants must personally and manually submit an Entry using an internet browser. The Promoter reserves the right to reject an Entry if it reasonably forms the opinion that an Entry has been created and/or submitted using automated entry means or a computer entry service.
8. To be eligible to win a prize in this Competition, an Entry must not:
 - a. infringe the intellectual property or other rights of a third party;
 - b. have been published previously, or have won prizes or awards in other competitions

c. be incomplete or illegible, as determined by the Promoter in its sole discretion; or
d. be unlawful, defamatory, abusive, insulting, threatening, obscene, inflammatory, offensive or otherwise contain content which, in the Promoter's sole discretion, is inappropriate or objectionable.

9. The Promoter reserves the right to verify the validity of an Entry and to disqualify an Entrant for tampering with the entry process or for submitting an Entry that does not, in the Promoter's sole discretion, comply with these Terms and Conditions.

10. All Entries become the property of the Promoter.

11. The Promoter reserves the right to use the content of Entries for the purpose of future promotions.

JUDGING

11. This Competition is a game of skill, and chance plays no part in determining the winner. All entries will be judged individually on their merits based on the Judging Criteria.

12. Judging will take place at the Prize Determination. Entries will be judged by a panel of judges appointed by the Promoter.

13. The Entrants who submits the best Entries (as determined by the judges) will win the Prize(s) ("**Winner**"). The judges' decision is final and the Promoter will not enter into correspondence regarding the result.

WINNERS

14. The Winner will be notified in accordance with the Notification.

15. The Winner must claim the Prize within the Claim Period. The Promoter and the prize suppliers will not be responsible for any delay, loss or damage to the Prize once it has left the Promoter's or supplier's premises.

16. If the Winner is under 18 years of age, the Prize will be awarded to the parent or legal guardian of the Winner.

17. If the Winner is unable to comply with these Terms and Conditions and/or does not claim the Prize within the Claim Period, the Promoter reserves the right to award the Prize to the Entrant with the next best Entry, as determined by the judges at the Unclaimed Prize Determination.

PRIZES

18. The prize consists of the Prize, valued at the Total Prize Value.

19. The Winner's use of the Prize is subject to:

a. The Prize Conditions; and

b. additional terms and conditions imposed by the supplier(s) of the Prize (if any), with which the Winner must comply.

20. The Prize is not transferable and not redeemable for cash or other goods or services. The Prize must be taken as a whole and as stated in these Terms and Conditions. No alternative will be provided and no compensation will be payable if the Winner is unable to use the Prize as such.

21. The Promoter makes no representations or warranties regarding the quality, suitability or merchantability of any of the goods or services offered as Prizes.

22. The value of the Prizes are the recommended retail price as provided by the supplier (inclusive of GST) and is correct as at the start of the Competition.
23. If the Prize becomes unavailable for any reason, the Promoter, in its sole discretion, reserves the right to substitute the Prize with a prize of equal or greater value and/or specification.

YOUR INFORMATION

23. If an Entrant's contact details changes between the date of entry and the Unclaimed Prize Determination, the Entrant must notify the Promoter of his/her updated contact details.
24. The Promoter is bound by the *Privacy Act 1988*. The Promoter will use all personal information collected in connection with the Competition in accordance with its Privacy Policy.
25. Entrants' personal information will be collected by or on behalf of the Promoter to enable it to conduct the Competition, publicise the name of the Winners and where Entrants have consented to the receipt of such information, send Entrants marketing, advertising and promotional material.
26. Entrants' personal information may be disclosed to third parties who assist the Promoter in conducting this Competition, including regulatory authorities, entities which supply and deliver the Prizes to the Winners, and marketing and communications agencies.
27. The Winners' names will be published and retained as required by relevant legislation and as specified in these Terms and Conditions.
28. Entrants can contact the Promoter by email at editor@pedestriangroup.com.au to request access to, or corrections of, the Entrant's personal information held by the Promoter.
29. The Winner consents to the Promoter's use of the Winner's name, likeness, image, picture, voice, statements, testimonials or quotations for promotional, marketing and publicity purposes in any media worldwide, without any fee being paid to the Winner.

RISK AND LIABILITY

30. The Winner participates in this Competition, and uses the Prize, at his or her own risk.
31. The Promoter, its related bodies corporate and the suppliers, agencies and other companies involved in this Competition assume no responsibility for any error, omission, interruption, defect, delay in operation or transmission, or loss or damage to data.
32. If this Competition is not capable of running as planned for any reason (including as a result of technical failures, fraud or causes beyond the Promoter's control), the Promoter may, in its sole discretion, cancel, suspend or change the Competition and re-commence it on similar terms, subject to any directions by regulatory authorities.
33. To the fullest extent permitted by law, the Promoter, its related bodies corporate and their respective officers, directors, employees and agents exclude liability for all loss (including loss of data, unauthorised access to data and consequential loss), damage, expenses, death or personal injury suffered or incurred arising out of, or in connection with, this Competition (including in relation to the Winner's participation in this Competition and use of the Prize).
34. These Terms and Conditions constitute the entire agreement of the parties relating to the entry and conduct of the competition.

35. The Charter, The Daily Edited, Epson and Devolver Digital, and each of their respective parent, affiliates, and subsidiaries are not responsible for the promotion, administration or execution of this Competition.

36. These Terms and Conditions are governed by the laws of the State of New South Wales.