

## Zero Latency VR *Share The Scares* Social Competition: Terms and Conditions

### General

These terms and conditions (the **Terms**) apply to the *Share The Scares* promotion (the **Promotion**) and will prevail in the event of any conflict or inconsistency with any other communications, including online or in-venue advertising or promotional materials relating to the Promotion, as well as the [Terms of Service](#). Information on prizes and how to enter forms part of these Terms.

### Promoter

The Promoter is Zero Latency Pty Ltd, ABN 71 168 651 885, (**Zero Latency VR**) 5 Harper Street, Abbotsford, VIC, 3067, Australia

### Promotional Period

The Promotion will be open from AEDT 9am 1<sup>st</sup> March 2024 and will close at AEDT 8am 31<sup>st</sup> March 2024 (the **Promotional Period**).

### Eligibility to enter

Open to individuals over 18, and not current and/or former employees of Zero Latency VR (**referred to in these Terms and Conditions as Zero Latency VR or the Promoter**) and/or their families or associated agents and third parties of Zero Latency VR.

### Entering

By entering the competition, Participants accept the competition terms.

Participants must share their Outbreak highlight video on Instagram and Tiktok, tagging Zero Latency VR. Entries must be unique, follow platform terms, and comply with our social media policy as published at <https://zerolatencyvr.com/terms-of-service>.

The Promoter may deem as invalid any entry which:

- a) is illegible, incomprehensible, offensive or incomplete; or
- b) includes objectionable, profane, insulting, inflammatory or defamatory material
- c) violates our social media policy or any Australian law and/or code.

The Promoter may disqualify any Participant who:

- a) Violates any rules, guidelines or instructions that the Promoter may convey regarding the Promotion;
- b) Interferes with or disrupts the operation of the Promotion;
- c) Engages in any action that may adversely affect other participants, or manipulate the Promotion in any way;
- d) Disparages the Promoter or harms its goodwill or reputation;
- e) Breaches the security of the Promoter's systems or identifies any security vulnerabilities in them;
- f) Impersonates any person or entity, or makes any false statement pertaining to their identity; or
- g) Engages in any activity that constitutes or encourages conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any applicable law, including laws governing privacy, defamation, mass email, spam, export control, consumer protection, unfair competition and false advertising.

By entering the competition, the Participant accepts that Zero Latency VR will make the final and binding decision on a Participant's valid or invalid entry.

If any Participant's contact details change, the Participant must notify the Promoter.

### **Winner selection process**

The Promoter will select the winners from the pool of valid Participants at the selection time on the selection date at the selection address. While the Participant's reaction within their gameplay highlight video will be a factor considered, the final decision will be determined by a random draw among entries that the Promoter deems to meet the selection criteria of intensity, authenticity, and entertainment value. This combination of subjective assessment and random draw ensures a significant element of chance remains in the selection process. This Promotion is a game of chance; skill plays no part in determining the winners.

### **The post must:**

1. Feature the players highlight video which is provided to them after their session
2. Post the video on Instagram or TikTok
3. Tag @zerolatencyvr in the post and in the caption

One winner will be selected and notified via direct message on the respective social media platform. Winners must claim their prize within 72 hours of notification.

### **Awarding the Prize**

**Eligibility:** Winners must provide valid proof of identity, age, and residency upon request.

**Prize:** One year of 36 double passes to one Zero Latency VR venue chosen by the winner, awarded as a voucher code valid for one year from notification. The voucher grants access for two individuals to any available VR game experience at the selected location.

### **Voucher Details:**

- a) 36 Double Passes: Valid for one year from notification.
- b) Electronic Delivery: The winner will receive the voucher code electronically.
- c) Booking: Present the voucher code electronically at booking.
- d) ID Verification: You may be required to show ID to verify your identity as the voucher holder.
- e) Single User: Only the named winner can use the prize.
- f) Single Venue: The prize can only be redeemed at one Zero Latency VR venue.

### **Additional Requirements:**

1. You may be asked to provide proof of identity, age, and residency within 1 month of winning. Failure to do so may result in prize forfeiture.
2. You must accept the prize within 20 business days of winning. Failure to accept within this timeframe may result in prize forfeiture.

### **Winner Consent:**

By accepting the prize, you agree to:

1. Allow the Promoter to use your name, likeness, and entry for promotional purposes.
2. Acknowledge that your entry becomes the Promoter's property.

3. Use the prize according to Zero Latency VR's requirements.
4. Accept that the prize is non-transferable and cannot be exchanged for cash.

**Delivery:** Zero Latency VR will work with the winner to determine a suitable time frame for voucher code delivery.

**Please Note:**

- a) The prize is for the winner only and cannot be transferred.
- b) The prize cannot be exchanged for cash or other goods/services.

**Force majeure**

If there is a force majeure event which prevents or materially and adversely affects the Promoter's ability to market, promote and run the competition in accordance with the competition terms, the Promoter may cancel, terminate, modify, suspend or postpone the competition.

**Liability**

The Promoter is not liable for any loss, expense, damage or liability suffered or incurred by Participants and winners in connection with the competition, including:

- a) any late, lost, altered, damaged or misdirected entries or prize acceptance, including delays due to technical disruptions or network congestion;
- b) any incorrect or inaccurate information caused by equipment or programming associated with or utilised in the competition;
- c) any technical error, including any omission, interruption, deletion, defect, delay in operation or transmission or communications line, telephone, mobile or satellite network failure; and
- d) any theft, destruction, unauthorised access to or alteration of entries; and
- e) any use of the prize or any tax liability incurred by the winner as a result of accepting the prize.

All Participants agree to indemnify, defend and hold harmless the Promoter and anyone acting on its behalf, at the Participant's expense from and against all damages, loss, costs, expenses and payments, including reasonable attorney's fees and legal expenses, arising from any complaint, allegation, claim, or demand, arising from your breach or alleged breach of these Terms. If requested by the Promoter, Participants and winners must sign (or procure that their parent/guardian signs) an indemnity and exclusion of liability form provided by the Promoter, in favour of the Promoter and all parties involved in this Promotion and/or providing the prize, before they participate in the Promotion and/or the prize. If they or their parent/guardian do not sign that form within the time specified by the Promoter, they will not be able to participate and the relevant Participant's or winner's entry or claim will be deemed invalid.

Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Terms restricts, excludes, or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the *Competition and Consumer Act 2010* (Cth).

This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook/Meta, Instagram, LinkedIn and Twitter; and Facebook/Meta, Instagram, LinkedIn and Twitter are not liable for any loss, expense, damage or liability suffered or incurred by Participants and winners in connection with the competition.

**Personal information**

The Promoter collects personal information about Participants in order to run the competition. The Promoter uses and manages Participants personal information in accordance with its Privacy Policy as published at <https://zerolatencyvr.com/terms-of-service>. By entering the competition, each Participant consents to the Promoter using their personal information for future marketing and promotional purposes.

**Acknowledgment:**

Participation implies acceptance of these terms.

**Meanings**

In the competition terms, the following words have the following meanings:

<b>Word</b>	<b>Meaning</b>
Competition period	The competition will run from Friday, 9am AEST 1st March 2024 until Sunday, 8am AEST 31st March 2024. With each winner selection made as per the below details in the entry and prize table.
Force majeure event	an event which is beyond the control of the Promoter, including: (a) vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war or terrorism; and (b) An infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this promotion
Immediate family member	spouse, ex-spouse, de-facto spouse, child, step-child, parent, step-parent, grand-parent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin
Selection address	Level 1/5 Harper St, Abbotsford VIC 3067, Australia

**Entry date and Prize Details**

<b>Competition day</b>	<b>Opens</b>	<b>Closes</b>	<b>Prize</b>
1st Mar 2024 - 31st Mar 2024	9am AEST 1st March 2024	8am AEST 31st March 2024	One year of 36 double passes to any Zero Latency VR venue chosen by the winner, awarded as a voucher code valid for one year from notification. The voucher grants access for two individuals to any available VR game experience at the selected location.