

# Terms and Conditions

## KIOSK AND STORE LOCATOR

This website will enable the customer to locate a participating kiosk or participating store.

For participating kiosks the inventory of stock and titles per kiosk can be searched on this website and provide directions to the customer to the nearest kiosk as requested by the customer.

The information contained on the website is provided by Video Ezy Australasia Pty Ltd and its related bodies corporate in good faith. To the best of the knowledge of Video Ezy Australasia Pty Ltd and its related bodies corporate the information is accurate and current. However Video Ezy Australasia Pty Ltd and its related bodies corporate do not make any representation or warranty as to the actual completeness of the information.

Video Ezy Australasia Pty Ltd and its related bodies corporate will not be liable to you or any other person for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to damages for product liability, personal injury or negligence resulting from use of goods or services supplied to you and/or information herein contained on this website.

## PROMOTIONAL OFFER TERMS AND CONDITIONS

### Rental Guarantee **(Store Only):**

'Rent it now or rent it free' (If nominated title is unavailable for rent).

\*A Free Overnight Rental Voucher will be issued for the nominated 'Rental Guarantee' title if the nominated title is unavailable to rent. Normal membership & hiring conditions apply. Limited time only. Not valid in conjunction with any other offer. Limit of one voucher per membership. Not transferable or redeemable for cash. Only valid at store of issue. Late fees/Extended rental fees will be charged at the regular overnight new release rental rate. Offer only available from shelf date of nominated title. At participating Video Ezy stores. Excludes Blu-ray discs.

### Quality Guarantee:

'We guarantee quality on all Ex-Rental DVDs & Games or return it for exchange'

\*If, within 14 Days from purchase, a Video Ezy Ex-Rental DVD or Game is faulty simply return it to the store of purchase and you will receive an identical product in exchange. Exchange for identical product version or edition. If the identical product is not available Video Ezy will refund the purchase price. Proof of purchase must be presented to obtain offer. Only valid at original Video Ezy store of purchase. Excludes damage arising from misuse or defective hardware. At participating Video Ezy stores.

### Upsize:

At participating stores. While stocks last. Limit 1 per title per customer. New Release title must be rented or bought to be eligible to buy Upsize title for specified amount. Not to be used in conjunction with any other offer. Limited time only. 'SSP' refers to 'Suggested Sale Price'. See in-store for conditions. # Saving based on Recommended Retail Price as recommended by distributor.

## **Only to rent:**

At participating stores. Limited time only. While stocks last. See in-store for conditions.

o .

## **Retail Promotions:**

At participating stores. Limited time only. While stocks last. 'SSP' refers to 'Suggested Sale Price'. 'SRP' refers to 'Suggested Retail Price'. See in-store for conditions.

## **Store Terms and Conditions of Membership**

See in-store for the participating store's terms and conditions of membership.

# **FLASH REWARDS PROGRAM MEMBERS TERMS AND CONDITIONS**

This website is operated and managed by Ezy Entertainment Marketing Pty Ltd as Trustee for the Ezy Entertainment Marketing Fund (ABN 500 997 489 25).

Suite 1, Level 1, 13-15 Lyonpark Road, Macquarie NSW, Australia 2113

The Video Ezy Flash Rewards program (Flash Rewards) is a loyalty program exclusive to Video Ezy and available at participating Video Ezy stores.

THE FLASH REWARDS MEMBER CARD IS ISSUED FOR USE AT ANY PARTICIPATING VIDEO EZY STORE ONLY. PLEASE READ THESE TERMS OF USE, ALL RULES AND POLICIES RELATING TO THE FLASH REWARDS PROGRAM AND VIDEO EZY'S MEMBERSHIP TERMS & CONDITIONS (COLLECTIVELY, THE 'AGREEMENT') FORM PART OF THE FLASH REWARDS PROGRAM. UPON RECEIPT, AND/OR USE OF THE FLASH REWARDS CARD, YOU WILL BE BOUND BY EACH OF THE TERMS OF AGREEMENT. VIDEO EZY RESERVES THE RIGHT, WITH NOTICE TO YOU AT ITS SOLE DISCRETION TO MODIFY THESE TERMS AND CONDITIONS OF USE AT ANY TIME AND SUCH MODIFICATION WILL BE EFFECTIVE IMMEDIATELY UPON BEING CHANGED. YOUR CONTINUED USE OF THE FLASH REWARDS CARD WILL INDICATE YOUR ACCEPTANCE OF THESE MODIFIED TERMS AND CONDITIONS OF USE.

Video Ezy will replace a Card with a new Card if it is damaged, lost or stolen, subject to the payment of the replacement Card fee then applicable by the Member. Member may contact Video Ezy to arrange a replacement Card by visiting any participating Video Ezy store upon presentation of valid ID.

Video Ezy will collect, use and disclose Members' personal information in accordance with the Privacy Act 1988 (as amended).

The Member authorises Video Ezy and participating Video Ezy Stores to disclose information about you to organisations within the Video Ezy Group and organisations and agencies that Video Ezy uses in ordinary administration of its business including debt collection and other processing, printing and mailing, as well as third parties and promotional agencies who form part of Video Ezy's product/service delivery. Video Ezy may also disclose information to existing and potential purchasers and franchisees of its business. You may request access to personal information about you by either contacting the Video Ezy store where application of membership was made or obtain more information by contacting the Privacy Officer at:

Ezy Entertainment Marketing Pty Ltd  
PO Box 1534,  
Macquarie Park, NSW 2113

Member authorises Video Ezy to communicate by SMS, mail, email or other electronic medium to such address or phone number as supplied by the Member to Video Ezy (including promotional material and newsletters) unless member notifies Ezy Entertainment Marketing Pty Ltd in writing at the abovementioned address that they do not wish to receive any further materials or notices.

Video Ezy collects and uses personal information about you to:

1. Enable Video Ezy to process your application for membership;
2. To enable Video Ezy to administer your membership application; and
3. To allow you to participate in the benefits provided to you under your membership which may include the receipt of newsletters, promotions, mail, SMS, emails and information about products and services.

For further enquiries relating to Members personal information with respect to this Program, Members may contact the Privacy Officer on 02 8833 2196 or [customercare@fegroup.com.au](mailto:customercare@fegroup.com.au)

All information submitted to Flash Rewards is secured using 256-bit Secure Sockets Layer (SSL) encryption.

Customer credit card details are only used to process payments and are not saved anywhere in the Flash Rewards systems - we use Paypal to guarantee the best possible security for our online transactions.

If you have any questions regarding our security policy, please contact Flash Support at [customercare@fegroup.com.au](mailto:customercare@fegroup.com.au).

## 1. THE OFFER

- a. Ezy Entertainment Marketing Pty Ltd (Video Ezy) and participating Video Ezy stores (Video Ezy Store) exclusively provides to Video Ezy Flash Rewards Members (Member) benefits in the form of a discount or preferential rate, pricing or service as provided by Video Ezy and associated Partners of the Flash Rewards Program (Program).
- b. This Program is also subject to Video Ezy's standard membership terms and conditions. To view Video Ezy's standard terms and conditions please visit [www.videoezy.com.au](http://www.videoezy.com.au)

## 2. ELIGIBILITY

The Offer is available to all:

- a. Existing Video Ezy members who enter into this Agreement with Video Ezy for the purposes of this Program; and
- b. New Customers, ("Eligible Customer")

- c. Membership in the Program is available to individuals (you) as stated in these Program terms and conditions. You must be at least 18 years of age to be a member of this program. You may maintain only one account. Companies and/or other entities cannot enrol to be a member.
- d. The fee to be a Member is \$39.95 (incl GST) unless promoted at a special rate from time to time as advised in writing by Video Ezy for a term of 12 months from the date of issue, unless promoted at a special term from time to time as advised in writing by Video Ezy. The trading currency is Australian dollars only.
- e. Payment of your membership fee is to be done either online or in store when you register to become a Member.
- f. Membership to Program is open to Australian residents only.
- g. When a member renews their Flash Rewards Membership for another 12 months they will have the option of choosing one (1) of the following gifts upon renewal:
  - 1. 1 x Free new DVD to keep up to the value of \$10 on selected stock only. Stock may vary from store to store while stocks last, not redeemable for cash and not to be used with any other offer;
  - 2. 1 x Free ex-rental DVD to keep up to the value of \$10 on selected stock. Stock may vary from store to store, while stocks last, not redeemable for cash and not to be used with any other offer; or
  - 3. 5 x Free New Release vouchers to be used at participating stores only, not to be used in conjunction with any other offer, not redeemable for cash, normal membership and hiring conditions apply, vouchers must be surrendered upon use, voucher limited to one (1) per day and excludes use on games, TV Series and box sets.

### 3. THE SERVICES

- a. The Flash Rewards Card (Card) entitles you to use of the Program services and you agree that you will use the services only for your benefit. Use of the services by you constitutes your agreement to the terms and conditions as amended from time to time by Video Ezy.
- b. The Card remains the sole property of Video Ezy and shall be returned to Video Ezy promptly upon our written request in accordance with this Agreement.

### 4. ISSUING REWARDS CARDS

- a. Your card will be issued by the participating Flash Rewards store at the time you sign up and make payment of your membership fee. It is your responsibility to keep your personal details updated. If your personal details change and you fail to notify Video Ezy we may not be able to offer or provide to you the benefits from the Program. Members are able to go into any participating Video Ezy store and change their personal details by providing either relevant photo identification and supporting documents such as, but not limited to, drivers licence, passport, rental agreement and utility bill in order to identify your identity prior to changing any of your personal details or prior to renting at any participating Video Ezy store that is not your primary store.
- b. Each Card will be issued by Video Ezy to you and in your name only.
- c. Associated Partners of this Program may include offers to Members from time to time from third party entities other than Video Ezy. These offers are accepted by Video Ezy in good faith as to the appropriateness of the offer for Members and the ability of the third party to deliver in accordance with any offer they make. Video Ezy accepts no responsibility or liability whatsoever with regard to any matter that may arise between the Member and any third party in relation to any offer that a third party has made through the Program.
- d. Members agree that Video Ezy does not guarantee or warrant that any or all of the benefits or privileges of the Program will be available at all times. Video Ezy reserves the right to change, modify, limit or cancel any part of the Programs benefits at any time. This

includes increasing or decreasing any requirements for a reward, changing the value of the rewards or limiting the availability of rewards.

## 5. USE OF FLASH REWARDS CARDS

- a. As a Member you will be entitled to use your Card to rent at any participating Video Ezy store. For Members who are not a Video Ezy member, they will need to sign a Video Ezy membership form in store. These terms and conditions may also be viewed on the Video Ezy website at [www.videoezy.com.au](http://www.videoezy.com.au). Members who conduct a rental transaction through use of their Card at any participating Video Ezy store will be bound by the same terms and conditions as signed by you at your Primary Video Ezy store.  
For avoidance of doubt "Primary Store" means the store that the Member commenced their Video Ezy rental membership from.  
A "Non-Primary Store" means other participating Video Ezy stores other than the Primary Store that the Member is able to use their Card for the purposes of rental without the need to fill out a Video Ezy membership form for that specific participating Video Ezy store.  
Member agrees that if requested by a participating Video Ezy store, they are to show proof of identification such as, but not limited to, drivers license or utility bill in order for the Member to complete a rental or retail transaction at that Non-Primary store.
- b. The Member must notify Video Ezy in the event of lost or stolen Card, any change of address of the Member or unauthorised use of the Card. The Member agrees to be responsible and liable for charges incurred through the use of the Card until it is returned, reported lost or stolen to Video Ezy.
- c. The Member acknowledges and agrees that the Card remains the sole property of Video Ezy at all times and is not transferrable and will be honoured only when properly presented. It must not be altered or defaced.
- d. The privileges of the Card can be withdrawn at any time and the cardholder agrees to surrender their Card on request of Video Ezy. Use of the Card after such request is fraudulent and subject to legal action.
- e. Video Ezy and Video Ezy Store reserves the right to dishonour, terminate or suspend Members privileges immediately and also use of the Card if the Member has breached this Agreement, defaults and/or fails to remedy such breach within thirty (30) days of receipt of that notice of breach from Video Ezy and Video Ezy Store. Upon termination of membership, all outstanding products must be returned to the Video Ezy Store at which rental was made and payment of all outstanding accounts due and owing.
- f. Notwithstanding any other provision of these terms and conditions, the use of the Card is subject to terms and conditions as issued or amended by Video Ezy from time to time.
- g. Video Ezy is responsible and liable for the Card and Program and if a Member has any enquiry or complaint that in any way relates to the Card or Program, the Member may contact the Customer's Support Desk on 02 8833 2196.
- h. Each Card is only valid for 12 months from the date of issue up to and including the expiry date as printed on the card.
- i. A Card is non-transferrable and cannot be redeemed for cash.
- j. A Member must present their Card at the time of any rental transaction. All transactions under Card can only be conducted in the name of the Card holder and cannot be assigned, sold, refunded, transferred, exchanged or otherwise dealt with except in accordance with the terms and conditions.
- k. The Member acknowledges and agrees that:
  1. If the Card as issued by Video Ezy is used as a rental Card at any participating Video Ezy store he/she agrees and accepts to bound by the standard Video Ezy membership terms and conditions as amended by Video Ezy from time to time. and the policies of the Video Ezy Store that a rental transaction is conducted and Member agrees that all rental product must be returned to the Video Ezy Store where the rental/hire transaction was made from;

2. the Member accepts all liability for charges incurred by the use of such Card;
  3. pay any unpaid hiring charges and costs to repairing and replacing any lost or damaged rental item(s)/goods hired from a participating Video Ezy store.
  4. Member agrees that upon acceptance and first use of the Card, the Member's standard Video Ezy membership card will be void and the Member is required to use their Flash Rewards card for all their rental transactions at any participating Video Ezy store.
  5. Member agrees that upon expiration of their Card, the Member has an option to either renew their Card or visit their primary or non-primary store where a Member will be offered a standard Video Ezy membership card at the store's discretion.
6. REPLACEMENT OF FLASH REWARDS CARDS
7. EARLY TERMINATION
- a. You may terminate your membership at any time by giving thirty (30) days written notice to Video Ezy and/or visiting a Video Ezy store and returning the Card;
  - b. Video Ezy may terminate or suspend your use of the Card immediately if Member has breached this Agreement and has failed to remedy such breach within thirty (30) days of receipt of such written notice from Video Ezy;
  - c. Termination will not affect obligations incurred before the termination;
  - d. Any notice to be given in writing to Video Ezy should be addressed to:

Flash Rewards Video Ezy  
PO Box 1534  
Macquarie Park  
NSW 2113

- a. Any notice to be given to you will be sent by post addressed to your last current address notified by you to Video Ezy.
- b. The Member agrees that they will not be entitled to any pro-rata upon termination by either Video Ezy or Member upon cancellation of Card, any credit that remains outstanding on the Card cannot be converted to cash or credit for the purposes of rental or retail purchase at any participating Video Ezy store.
- c. PRIVACY Video Ezy will collect, use and disclose Members' personal information in accordance with the *Privacy Act* 1988 (as amended).

The Member authorises Video Ezy and participating Video Ezy Stores to disclose information about you to organisations within the Video Ezy Group and organisations and agencies that Video Ezy uses in ordinary administration of its business including debt collection and other processing, printing and mailing, as well as third parties and promotional agencies who form part of Video Ezy's product/service delivery. Video Ezy may also disclose information to existing and potential purchasers and franchisees of its business. You may request access to personal information about you by either contacting the Video Ezy store where application of membership was made or obtain more information by contacting the Privacy Officer at:

Ezy Entertainment Marketing Pty Ltd  
PO Box 1534  
Macquarie Park  
NSW 2113

Member authorises Video Ezy to communicate by SMS, mail, email or other electronic medium to such address or phone number as supplied by the Member to Video Ezy (including promotional material and newsletters) unless member notifies Ezy

Entertainment Marketing Pty Ltd in writing at the abovementioned address that they do not wish to receive any further materials or notices.

Video Ezy collects and uses personal information about you to:

For further enquiries relating to Members personal information with respect to this Program, Members may contact the Privacy Officer on 02 8833 2196 or [customercare@fegroup.com.au](mailto:customercare@fegroup.com.au)

- 1. Enable Video Ezy to process your application for membership;
- 2. To enable Video Ezy to administer your membership application; and
- 3. To allow you to participate in the benefits provided to you under your membership which may include the receipt of newsletters, promotions, mail, SMS, emails and information about products and services.

d. INFORMATION SECURITY

All information submitted to Flash Rewards is secured using 256-bit Secure Sockets Layer (SSL) encryption.

Customer credit card details are only used to process payments and are not saved anywhere in the Flash Rewards systems - we use Paypal to guarantee the best possible security for our online transactions.

If you have any questions regarding our security policy, please contact Flash Support at [customercare@fegroup.com.au](mailto:customercare@fegroup.com.au).

e. MISCELLANEOUS a. Video Ezy reserves the right at any time:

- (i) to cease to proceed with all or any part of this Program for any reason at any time;
- (ii) to vary the terms or content of all or any part of this Program including (without limitation) any time or date in this Program and these terms and conditions; and/or
- (iii) not to provide a Card to any Eligible Customer who has not fully complied with these terms and conditions.

b. To the fullest extent permitted by law, Video Ezy will not be liable to any Flash Rewards Member or any third party for any cost, loss, damage, expense or claim arising out of or in connection with the Program and use of the Card.

c. This Agreement is governed by the law of New South Wales and each party irrevocably and unconditionally submits to the jurisdiction of the Courts of New South Wales.

d. If any of these terms and conditions are varied or amended in any way by Video Ezy, Video Ezy will promptly publish the variation or amendment on the Flash Rewards website at [www.flashrewards.com.au](http://www.flashrewards.com.au).

e. As a Member you may be entitled to become a VIP Member if you have made the minimum required spend which may entitle you to additional benefits and rewards as being a VIP Flash Rewards Member. Once you have earned the status of a VIP Flash Rewards Member in any calendar year, you will maintain such status through the end of the following calendar year. Please visit any Video Ezy store participating in the Program for further details

f. Video Ezy agencies and companies associated with this Program will not be liable for any loss or damage whatsoever which the Member has suffered, including but not limited to, indirect or consequential loss, or for any personal injury suffered or sustained as a result of the use of the rewards except for any liability which cannot be excluded by law.

g. For any reason any part of the Program and its rewards is not available, for the purposes of this promotion are faulty or defective, Video Ezy and its associated partners will ensure that any necessary repair to or replacement of the offer under its normal warranty procedures are carried out or replacement of the same value is supplied.

# VE EXPRESS RENTAL AND/OR PURCHASE AGREEMENT – Evolve Entertainment Pty Ltd (Evolve Entertainment)

By using and/or renting or buying any product (Disc/s) from this Video Ezy Express Machine (**VEEM**), you agree to be bound by the following terms and conditions (**Agreement**), as may be amended from time to time. In addition, where authorisation from you (or to any other third party) is necessary in order to give effect to any such terms, then you agree that such authorisation has been strictly provided and complied with:

## 1. Rental and/or Purchase of Disc/s

- 1.1 When you rent or purchase a Disc from a VEEM, you will be charged the Rental Price or Purchase Price that appears on the Shopping Cart screen &/or for the Disc/s as dispensed from the VEEM. You will be required to enter your email address and mobile number so you can receive notices relating to your rental or purchase, including your receipt.
- 1.2 Your Movie rental/s is for 1 (one) night and is due back the following day by 9pm or by the closing time of the premises the Kiosk is located. A maximum of 4 rentals can be checked out per Payment Card at a time from a single VEEM. Returns will be accepted to a machine of the same size that is fully functional and operative VEEM. NOTE: VEEM has 2 styles of kiosks, a **TALL KIOSK** that has 2 screens and is 2 metres high and a **SMALL KIOSK** that has one screen and is 1.5 metres high. THEREFORE if you hire Disc/s from a **TALL KIOSK** you must return the hired Disc/s to a **TALL KIOSK**, likewise if you hire Disc/s from a **SMALL KIOSK** you must return the hired Disc/s to a **SMALL KIOSK**. It is your responsibility to ensure that when returning hired Disc/s, that all Disc/s are accepted by the VEEM. This is noted by a confirmation screen appearing after the Disc/s has been successfully returned. Your debit/credit card will automatically accumulate and be charged extended rental fees for every night it is outstanding if you keep the Disc/s beyond the due date, up to a maximum extended rental fee amount of \$35 (inc. GST) (Maximum Extended Rental Charge). If upon returning the Disc/s or you reach the maximum extended rental fee amount, your nominated account is not able to be charged, we will attempt to debit the funds again the following day and every 5 days thereafter until your VEEM rental account is returned to a \$0 balance. Evolve Entertainment is not responsible for any fees incurred from your financial institution for funds being deducted from your account. You undertake to keep the Disc/s in good working condition and repair as when the Disc/s was delivered to you until such time the Disc/s is returned in the original case that it was dispensed from a VEEM.
- 1.3 Rental Terms for VEEM Kiosks differ from rental terms at a Video Ezy Store. Please visit [www.videoezy.com.au/info/TermsConditions](http://www.videoezy.com.au/info/TermsConditions) for standard Video Ezy membership terms and conditions. DVDs, Blu-Rays and Games (**Discs**) you rent from any VEEM may not be returned to a Video Ezy Store, and will be required to be returned to a VEEM Kiosk. A valid credit or debit card is required at the time of rental. When renting from a VEEM, you authorise VEEM to process charges against your provided debit or credit card details for amounts owing due to (a) failure to return items, (b) damages to returned items, (c) other unpaid charges and reasonable legal fees for the recovery of amounts owing. At the time of checkout, VEEM submits the credit or debit card charge for the total amount stated on the check-out screen. Extended rental charges are applied at the time of returning the hired Disc/s. You will receive an invoice via the same email address as provided by you as entered at the time of hire.
- 1.4 VEEM Kiosks may have different rental fees or purchase price for product across Australia. These terms and pricing may be subject to change at any time without advance notice to you, but changes made will not affect the rental or purchase price of product issued or in progress
- 1.5 Evolve Entertainment Pty Ltd ABN 99 150 750 093 (**Evolve Entertainment**) and it related entities are not responsible for any damage to your property caused by the use of items rented from a VEEM
- 1.6 If the Disc/s returned are damaged or in unusable condition, Evolve Entertainment and its related entities reserves the right to assess and include any additional fees, up to and including the maximum extended rental fee of \$35 (inc. GST). Evolve Entertainment reserves the right to deny use or do business with you if the Disc/s that you rent are consistently being returned damaged.



## 2. Limitation of Liability

Any liability of VEEM in connection with goods or services supplied to you will, subject to any non-excludable liability, for breach of conditions or warranties implied by legislation and to the maximum extent permitted by law, at the election of Evolve Entertainment be limited to:

- 2.1 In relation to the purchase of product, for replacement or repair of the product, the supply of equivalent product, the payment of the cost of replacing or repairing the product, or the payment of the cost of obtaining equivalent product; and
- 2.2 In relation to services, the supplying of the services again or the payment of the cost of having the services supplied again.

## 3. Age Requirements

When you use a VEEM, you positively assert that you are 18 years of age or older and that the debit or credit card that you are using is legally issued to you. If you are under 18 years of age, you may use the VEEM only with the permission of a parent/guardian and the legal owner of the credit/debit card you are using. In the event you allow a minor to make use of your debit or credit card, you will ensure that such viewing by any minor/s will not contravene any Act or Regulation in Australia. You indemnify and hold Evolve Entertainment and its related entities and or companies and employees harmless from any and all claims of whatsoever nature and howsoever arising including, but not limited to, any personal injury suffered or sustained as a result of renting, using, purchasing or receiving any disc from the VEEM, except for any liability which cannot be excluded by law.

## 4. Disclaimer

You indemnify and hold Evolve Entertainment and its related entities and/or companies and employees harmless from any and all claims of whatsoever nature and howsoever arising including, but not limited to any direct, indirect, incidental, special, consequential or exemplary damages including but not limited to damages for product liability, personal injury or negligence resulting from use of products or services supplied to you or on your behalf by VEEM, except for any liability which cannot be excluded by law.

## 5. Applicable Law

These terms and conditions are governed by the laws in force in Victoria, Australia and you irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of Victoria, Australia and any courts, which may hear appeals from those courts.

## 6. Electronic Communication & Promotional Campaigns

By providing your email address and mobile number, you consent to receiving communication relating to your rentals from a VEEM, and any other promotional notice. Should you not want to receive any information in relation to any promotions from VEEM, please contact us at 1300 067 113 or [customercare@videozyexpress.com.au](mailto:customercare@videozyexpress.com.au)

In the event a Rent to Win promotion is run, where you rent the promotional title you will be automatically entered into the competition.

## 7. Privacy Statement

Evolve Entertainment Pty Limited (**Evolve Entertainment**) and its related companies comply with the Australian Privacy Principles. To that end, we offer this statement to inform our users of how we gather and utilise personal information. Evolve Entertainment will take all reasonable steps to protect user privacy, consistent with the Australian Privacy Principles

In order to process orders, we need information such as your name, email and payment details. Other information will also be collected with your permission from time to time.

The Member authorises Evolve Entertainment to disclose information about you to organisations within the Evolve Group and organisations and agencies that Evolve Entertainment uses in ordinary administration of its business including debt collection and other processing, printing and mailing, as well as third parties and promotional agencies who form part of Evolve Entertainment's product/service delivery.

By providing your email address and mobile number, you consent to receiving communication relating to your rentals from a Video Ezy Express Machine, to provide customer support, to provide you with the products, services or information you have requested, to maintain your account and to notify you about other or new services or promotions and any other promotional notice from time to time. Should you not want to receive any information in relation to any promotions from VEEM, please contact us at **1300 067 113** or [customercare@videoezyexpress.com.au](mailto:customercare@videoezyexpress.com.au) or by selecting the opt-out feature on our communication.

At this time, Evolve Entertainment do not disclose personal information to overseas recipients. Should this change in the future, this policy will be updated to include such information and individuals notified.

Aspects of these functions may be outsourced to third parties, who are only authorised by Evolve Entertainment to use this information for these purposes. Evolve Entertainment may also disclose personal information to law enforcement agencies, government agencies, courts or external advisors where permitted or required by law.

Information collected by a Video Ezy Express Machine may also be combined and de-identified to provide Evolve Entertainment with anonymous demographic and usage information. Evolve Entertainment can then use this aggregated information to develop new and/or more appropriate services and products to offer to customers and may also be provided to third parties.

Other than as described above, Evolve Entertainment will not make an attempt to identify users. However, in the unlikely event of an investigation, a law enforcement agency or other government agency may exercise its legal authority to inspect our records.

Personal information provided by you can be changed by contacting us at **1300 067 113** or [customercare@videoezyexpress.com.au](mailto:customercare@videoezyexpress.com.au)

All information submitted to Evolve Entertainment at a Video Ezy Express Machine is secured using 256-bit Secure Sockets Layer (SSL) encryption.

If you wish to complain about our use of your personal information, please contact:

Privacy Officer  
Evolve Entertainment  
PO Box 1534  
MACQUARIE PARK NSW 2113



© 2016 Video Ezy – All rights reserved. Any unauthorised copying or mirroring is prohibited.  
As a franchise organisation, titles and prices may vary between the physical stores and this website.  
Additionally not all products are available in all stores.  
Artwork, pricing and product information may be subject to change at any time without prior notice.

**Evolve Entertainment on behalf of Video Ezy Australasia Pty Ltd (Video Ezy)**  
**24 Days of Christmas Competition**  
**Terms and Conditions**

1. Information on how to enter forms part of the Terms and Conditions of entry. Entry into the '24 Days of Christmas' (the *Competition*) is deemed acceptance of these Terms and Conditions of entry.
2. Entry is open to Australian residents of Western Australia, Northern Territory, Queensland, Victoria, South Australia and Tasmania, and must be 15 years of age and over (*Eligible Entrant*). However, directors, employees and their immediate families of Evolve Entertainment, Franchise Entertainment Group and their associated agencies and companies are not eligible to enter.
3. The Competition commences on 01.12.2016 at 6 am (AEDST) and concludes on 24.12.2016 at 11:59pm (AEDST) (the *Promotion Period*).
4. To enter, Eligible Entrants must visit *Video Ezy Facebook page* (<https://www.facebook.com/videoezy>), click on '24 Days of Christmas post,' like the page, and share the post, with an option to tag friends.
5. Participants under the age of 15 must obtain the prior permission of a parent or guardian over the age of 18 to enter.
6. Eligible Entrants in the Competition may enter as many times as they like.
7. The Promoter reserves the right to request winners to provide proof of identity and proof of entry in order to claim a prize. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
8. The Promoter reserves the right to verify the validity of entries and to disqualify any entry which, in the opinion of Promoter, includes objectionable content, profanity, potentially insulting, inflammatory or defamatory statements, disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these Terms and Conditions of Entry or who has, in the opinion of Promoter, engaged in conduct in entering the Competition which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Competition and/or Promoter. This includes, but not limited to, entrants and households using multiple email addresses to register single or multiple entries. The Promoter reserves the right to disqualify a winner if Promoter becomes aware that the winner and/or the winner's entry is of a type described in this clause.
9. The picking will commence at Shop 8, 585 Whyndam Street, Shepparton, VIC 3630 on 02.01. 2017 and the winner will be notified via facebook messenger confirming their prize within 5 working days.
10. The first entry as picked from Evolve Entertainment will each receive (1) pack of DVDs (\$24.98 RRP).
11. Total prize pool value for 24 Days of Christmas competition is \$599.52 RRP.
12. All prices stated are in Australian dollars, represent the recommended retail price (RRP), include GST and were correct at time of printing. The Promoter accepts no responsibility for change in prize value between the time of printing and the ultimate redemption date of the prize.
13. All references to times and dates are to times and dates in Victoria, Australia.
14. The judges may select additional reserve entries which they determine to be the next best, and record them in order, in case of an invalid entry or ineligible entrant.

15. The prizes will be mailed out to the mailing address as provided by the winner. Once the prizes have left the Promoter's premises, the Promoter takes no responsibility for prizes damaged, delayed or lost in transit.
16. The Promoter and the agencies associated with the Competition accept no responsibility for any tax implications that may arise from the prize winnings and independent financial advice should be sought.
17. If a prize winner is under the age of 18 years the prize will be awarded to their Parent or legal guardian
18. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State Regulation.
19. By accepting the prize, the winner agrees to participate in and co-operate as required with all reasonable media editorial requests relating to the prize, including but not limited to, being interviewed and photographed or filmed.
20. In the event that for any reason whatsoever a winner does not take an element of the prize at the time stipulated by the Promoter then that element of the prize will be forfeited by the winner and cash will not be awarded in lieu of that element of the prize.
21. Should an entrant's contact details change during the Promotion Period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to Promoter.
22. The Promoter may conduct a re-draw as deemed necessary at the same time and place as the original prize draw on 02.01.2017 in order to distribute any prizes unclaimed by that date, subject to any written directions given under relevant State or Territory legislation. In the event of any winners, they will be contacted by emails within 5 working days.
23. The Promoter's decision is final and the Promoter will not enter into correspondence regarding the Competition result.
24. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements.
25. It is a condition of accepting the prize that the winner shall look to the manufacturer for all warranties.
26. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the Competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war or act of terrorism, the Promoter may in its absolute discretion cancel the competition and recommence it from the start on the same conditions, subject to any written directions given under State Regulation.
27. The Promoter shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prize/s except for any liability which cannot be excluded by law. The Promoter is not responsible for any incorrect or inaccurate information, either caused by the phone user or for any of the equipment or programming associated with or utilised in this competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.
28. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

29. Evolve Entertainment, Franchise Entertainment Group and their associated agencies and companies assume no responsibility for any error, omission, interruption, deletion, defect, and delay in operation or transmission; a communication line failure, theft or destruction or unauthorized access to, or alteration of entries, and reserves the right to take any action that may be available.
30. If for any reason this Competition is not capable of running as planned, including due to 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 Competition, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the competition, subject to any written direction given under State Regulation.
31. All entries become the property of the Promoter. The information provided by entrants will be used by the Promoter for the purpose of conducting the Promotion. The Promoter may disclose entrants' personal information to its contractors and agents to assist in conducting the Competition or communicating with entrants and to State and Territory gaming authorities where required to do so. A request to access, update or correct any information should be directed to the Promoter.
32. By submitting an entry to the Competition, each entrant agrees to assign all rights in the entry to the Promoter and consents to the Promoter using the entry in any manner the Promoter wishes (including modifying, adapting or publishing the entry, whether in original or modified form, in whole or in part or not at all), by way of all media, without payment to the entrant (of royalties, compensation or otherwise). By submitting an entry, each entrant consents to any dealings with the entry that may otherwise infringe their moral rights in the entry. The Promoter may copy any content submitted as part of an entry, cause the content to be seen and/or heard in public, and communicate the content to the public. It may also allow third parties to do these things.
33. The Promoter, or any of its related entities or affiliates are not responsible for any problems or technical malfunction or computer online (or wireless) systems, servers, or providers, computer equipment, software, or technical problems resulting from participation or sending or receiving of any communication or of any materials in this Competition.
34. No responsibility will be accepted for late, lost or misdirected entries. All entries are deemed to be received at the time of the receipt into the Promoter's database and NOT at the time of transmission by the entrant.
35. Video Ezy is collecting the entrant's personal information for the purpose of conducting and promoting this Competition (including but not limited to determining and notifying winner).
36. Entrant's personal information provided to Video Ezy will only be used to communicate with participants any marketing related communications from Video Ezy and in accordance with the campaign terms and conditions. The Promoter is bound by the Australian Privacy Principles in the Privacy Act 1988. Entrants can access and correct the personal information Video Ezy holds about them by contacting Video Ezy on (03) 9487 2150. The Privacy Policy can be viewed at <http://www.videoezy.com.au/assets/documents/VETermsAndConditions.pdf>.
37. Entrants' personal information may be disclosed to State and Territory lottery departments and winners' names published as required under the relevant lottery legislation. A request to access, update or correct any information should be directed to the Promoter.
38. This is a game of chance.
39. The Promoter is Evolve Entertainment.