Terms and Conditions – Gartner IT Infrastructure, Operations & Cloud Strategies Conference (IOCS) Prize Draw Terms & Conditions

"Win a LEGO® Game"

These terms and conditions ("Terms") apply to the "Win a LEGO® Game Prize Draw" ("Prize Draw") organized by ControlUp PTY Limited and are governed by the laws of Australia.

- 1. By entering this Prize Draw, entrants agree to be bound by these Terms.
- 2. The promoter of the Competition is ControlUp PTY Limited (trading as "ControlUp"), a company incorporated in Australia under company number 45648910883, with its registered office at c/o YML Group Tower 1, Westfield Shopping Plaza, 2204/520 Oxford St, Bondi Junction NSW 2022, Australia.
- 3. Entry into the Prize Draw is free and no purchase or payment is necessary.

Eligibility

- 4. The Prize Draw is open to individuals aged 18 years or older who are attendees of the Gartner IT Infrastructure, Operations & Cloud Strategies Conference 2025, taking place in Sydney, Australia, on May 13 and May 14, 2025.
- 5. Employees of ControlUp, its affiliates, or any person directly associated with the administration of the Prize Draw are not eligible to enter.
- 6. Only one entry per person is permitted.
- 7. Registrants who do not attend the event will not be eligible for entry.
- 8. By entering the Prize Draw, participants confirm that they meet the eligibility requirements and have the authority to enter.

How to Enter

- 10. In order to qualify for the prize draw, entrants must attend the Gartner Infrastructure, Operations & Cloud Strategies Conference, scheduled for 13-14 May 2025 in Sidney, Australia, and complete the official entry form available on the promotional website or by scanning the QR code located at the ControlUp booth and submitting the required details
- 11. Entries must be made in the name of the individual entrant.
- 12. Only pre-registered individuals who attend the event will be entered into the draw.
- 13. ControlUp accepts no responsibility for lost, delayed, incomplete, or misdirected entries, or for any technical failures which may affect entry.

Winner Announcement

15. The winner will be randomly selected from all eligible entries and announced around 5:15pm AEDT on May 14, the last day of the event, after the final session.

Prize Details

16. A LEGO® game will be awarded to one winner.

- 17. The prize is not sponsored, endorsed, or administered by LEGO®.
- 18. In the event the advertised prize becomes unavailable, ControlUp reserves the right to substitute it with a prize of equal or greater value.
- 19. Only one prize will be awarded per eligible participant.
- 20. The prize will be awarded to the winner at the Gartner ITOCS event immediately following the announcement.
- 21. ControlUp reserves the right to withdraw the prize and select an alternative winner if the original winner does not claim it.
- 22. The Lego Game Set cannot be replaced, refunded, or exchanged for cash.
- 23. ControlUp reserves the right to request proof of age, employment, and residency before awarding the prize.
- 24. ControlUp reserves the right to amend these Terms or the prize offering at any time in the event of unforeseen circumstances, without liability to participants.
- 25. If, due to technical reasons or force majeure, the webinar cannot take place, ControlUp may cancel, reschedule, or adjust the format of the Prize Draw at its discretion and in compliance with applicable law.

Data Protection and Privacy

31. Personal data provided during entry will be processed in accordance with ControlUp's Privacy Notice and applicable Australian data protection. Participants' information will only be used for the purposes of administering the Competition and will not be shared with third parties without consent.

Liability

- 32. ControlUp accepts no liability for any loss, injury, damage, or disappointment suffered by entrants in connection with their participation in the Prize Draw or acceptance of any prize.
- 33. The prize (e.g., LEGO® game set) is provided "as is" and ControlUp makes no representations or warranties of any kind regarding the quality or condition of the prize. ControlUp is not the manufacturer of the prize and shall not be liable for any defects, malfunctions, or issues arising from the use of the prize. Any concerns or claims regarding the product should be directed to the manufacturer in accordance with its warranty or customer service policies.
- 34. ControlUp will not be held liable for indirect or consequential losses, including but not limited to loss of profits or opportunity, except in cases of personal injury, death caused by negligence, or fraud.
- 35. ControlUp does not exclude any rights and remedies in respect of goods or services under the Australian Consumer Law in the Competition and Consumer Act (2010) (Australian Consumer Law) which cannot be excluded, restricted or modified. However, the remainder of this clause will apply to the fullest extent permitted by law and 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 the prize except for any liability which cannot be excluded by law.

Additional Provisions

- 35. ControlUp reserves the right to cancel or amend the Prize Draw or these Terms at any time where necessary due to circumstances beyond its control.
- 36. Participants are responsible for ensuring that entering the Prize Draw does not breach any internal employment or compliance obligations. ControlUp accepts no liability in this regard.
- 37. ControlUp reserves the right to disqualify participants who breach these Terms, submit fraudulent entries, or act in a way that undermines the spirit of the Prize Draw.
- 38. In consideration for the Promoter awarding the prize to the winner, the winner hereby permits the winner's submission, image and/or voice, as recorded, photographed or filmed during the winner's participation in the prize to appear in connection with ControlUp, in any media whatsoever throughout the world and the winner will not be entitled to any fee for such use.
- 39. Any dispute or claim arising out of or in connection with the Competition shall be governed by and construed in accordance with the laws of Australia.
- 40. The courts of Sidney, Australia, shall have exclusive jurisdiction to settle any disputes.