1) Information on how to participate in this gift-with-purchase promotion forms part of these terms and conditions of entry. Participation in this promotion is deemed as acceptance of these terms and conditions of entry.
2) The Promotion commences on **Thursday 7 November 2024** until **11:59PM AEST Sunday 31 December 2024** or until stocks last, whichever occurs first ('Promotional Period').
3) The promoter of this Promotion is Tarfaya Nominee Pty Ltd T/A The Rivkin Report ("Rivkin") ABN 20 041 416 796 at "The Elan" Suite 8, 1 Kings Cross Road Rushcutters Bay NSW 2011 Telephone: +61 2 8302 3650 ('Promoter').
4) Entry is only for persons aged 18 years or over. Fulfillment of all gifts must be to an Australian Postal Address.
5) Only one (1) gift per paid membership renewed during the promotional period.

Gift with Purchase Promotion

6) Participants may enter the Promotion by purchasing at full price one (1) of the below listed Rivkin subscription memberships as listed on point 7.
    - Every participant who adheres to the promotional terms and conditions set out within this document will receive a Gift until all Gifts are exhausted. The participant will need to provide their full name, address, email address and any other required details to redeem the "gift".
    - Gifts will be dispatched once a fortnight and may take up to 10 working days to reach the participant.
7) The gift provided will depend on the subscription purchased. Allocation of the gift per subscription type is as follows:

Subscription Type	Cost of Subscription	Gift
1-year Premium Membership	$900	Discount on the Rivkin Report subscription of $100 for one year.
2-year Premium Membership	$1,500	Apple AirPods 4 with Active Noise Cancellation valued at $299
3-year Premium Membership	$2,100	Apple iPad 10th Gen, 10.9-inch, 64GB, WiFi, valued at $599

8) The Gift awarded may not be exactly as illustrated in displays or marketing for the Promotion.
9) Unless otherwise specified, gifts or any unused portion of a gift are not exchangeable or

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transferable and cannot be redeemed for cash or deducted from cost of membership.

10) If any gift is unavailable, the Promoter, at its discretion, reserves the right to substitute the gift with a gift equal to the value and/or specification, subject to any written directions from a regulatory authority.

Promotional Limitations

11) If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, the Promoter reserves the right, in its sole discretion, to modify, suspend, terminate or cancel the Promotion to the full extent permitted by law and subject to any approval or directions from a regulatory authority.

12) The Promoter's decision is final, and no other correspondence will be entered into.

13) It is a condition of entry that the participant consents to the Promoter using the participant's name, likeness, image and/or voice in the event they are a winner of a Gift (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of the Promotion (including any outcome), and promoting any products and services, distributed and/or supplied by the Promoter or otherwise.

14) 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 (including its 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.

15) Subscriptions purchased during promotional periods, such as End of Financial Year (EOFY) or End of Year (EOY) promotions, or at a discounted membership rate shall be deemed non-refundable. If a promotional subscription includes gifts (e.g., Apple products, trading credits, extra month(s) subscriptions, discounted membership rate), the subscription shall also be non-refundable.

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Liability

16) Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and 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:

    a. any technical difficulties or equipment malfunction (whether or not under the Promoter's control);

    b. any theft, unauthorised access or third party interference;

    c. any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;

    d. any variation in prize value to that stated in these Terms and Conditions;

    e. any tax liability incurred by a winner or participant; or

    f. use of the prize.

Collection and Use of Customer Information

17) Personal information is being collected in order to administer the promotion. By participating in the promotion, the participant acknowledges that a further primary purpose for collection of the participant's personal information by the Promoter is to enable the Promoter to use the information to assist the Promoter in improving goods and services and to contact the participant in the future with information on special offers or to provide the participant with marketing materials via any medium including mail, telephone and commercial electronic messages (SMS (Short Message Service), MMS (Multimedia Message Service), IM (Instant Messaging) and email or any other form of electronic, emerging, digital or conventional communications channel which the participant has provided their details for. The Promoter may share information with the Promoter Parties (being related entities, contractors, agents and suppliers]) who may also contact the participant with special offers in this way. By entering the promotion, the participant acknowledges and agrees that the Promoter may use the

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participant's personal information in the manner set out in these Terms & Conditions. Entry is condition on the provision of the requested information.

18) The Participant can request access to, update or correct any personal information held by the Promoter by contacting the Promoter at info@rivkin.com.au. All personal information will be stored at the office of the Promoter. A copy of the Promoter's Privacy Policy in relation to the treatment of personal information collected may be obtained at https://about.rivkin.com.au/privacy-policy/. The Privacy Policy contains details about how individuals can complain about the Promoter's treatment of personal information and how those complaints will be handled. Personal information may be disclosed overseas for limited purposes – please see Privacy Policy for details.

19) Authorised under permit numbers: not applicable.

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RIVKIN



CONTACT

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ADDRESS

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Rushcutters Bay, NSW 2011