

[Tempur & Forty Winks Promotion]

Terms & Conditions – Game of Chance

The following Terms and Conditions apply to the Tempur & Forty Winks Promotion (“the **Promotion**”).

Name of Promotion	Tempur & Forty Winks Promotion
Promoter Name & ABN	Sports Entertainment Network Pty Ltd ABN 129 637 378 Level 5, 111 Coventry Street, Southbank, VIC 3006
Promotion Partner/Prize Provider	TEMPUR Australia ABN 67 125 907 708 118 Colemans Road, Carrum Downs, VIC 3201 FORTY WINKS PTY.LTD. ABN 30 006 244 104 88-90 Peters Ave, Mulgrave VIC 3170
Websites	www.icanwin.com.au
State or Territory	VIC
Promotion Period Start Date	The Promotion commences Thursday 25 th July 2024 at 0500 AEST. The Promoter reserves the right to tease the promotion prior to the competition start date.
Promotion Period Close Date	The Promotion concludes Monday 16 th December 2024 at 0500 AEDT. The Promoter reserves the right to: (i) Amend the contesting period at its absolute discretion including to close the competition within the Promotion Period. (ii) Terminate the competition subject to any direction from a regulatory authority.
Entry Restrictions	<ol style="list-style-type: none">Entrants must be 18 years of age or over at the time of entry.Entrants must be Australian residents and have a registered address in VIC.Only one prize can be won per person per competition.
How to Enter	Entrants must visit the Promoter’s website and manually fully complete the online entry form during the Promotion Period (the “Entry”). This entry is valid for the full promotion period. The Promoter’s decision is final, and no correspondence will be entered into.
Winner Selection Details	The Promotion is a Game of Chance, and the winner will be randomly selected on Monday 16 th December 2024 by the Promoter from all entrants who have completed their entry successfully in accordance with these terms & conditions.

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	<p>Entries will be placed into a random electronic draw and one winner will be chosen at random from all eligible, valid, and complete entries received.</p> <p>The draw will take place at Sports Entertainment Network Pty Ltd, 111 Coventry St, Southbank VIC 3006.</p> <p>Unclaimed Prizes: Any unclaimed prize by a winner will be reviewed, and a recount will be conducted by a Station Representative four weeks from the date a winner has been notified unless otherwise specified.</p> <p>The Promoter's decision is final, and no correspondence will be entered into.</p>
Prize Details	<p>There are up to 1 prize to be won for up to 1 winner.</p> <p>The winner will receive:</p> <p>King Size Package (valued at \$13,598): 2 x single long TEMPUR Pro Coolquilt Medium Firm Mattresses 1 x TEMPUR Motion adjustable bed base</p>
Total Prize Value	RRP \$13,598 inc. GST.
Prize Claim & Delivery	<p>The winner will be notified at the time of winning by email, and a follow-up phone call.</p> <p>The winners' details will be passed on to a third party (Promotional Partner/Prize Provider), who will fulfil the prize.</p> <p>Winners may be required to prove their identity and age, and show evidence as documented on their driver's license, passport or birth certificate before any prize is awarded.</p>

By submitting a valid Entry, the Entrant acknowledges and agrees to be bound by the Terms and Conditions.

Introduction

1. The above table forms part of these Terms and Conditions and contains details concerning when, who and how to enter, the time, place and method of prize selection, prize details and who the promoter is and any permit details.
2. Employees of the Promoter and agencies associated with this Promotion (including the Promotional Partner, and their respective immediate families, are ineligible to enter the Promotion. For clarity, "immediate families" includes any of the following: spouse, child or step-child, parent, step-parent, grandparent, step-grandparent, brother, sister, step-brother or step-sister.
3. Participation in the Promotion is deemed acceptance of these Terms and Conditions. By entering, the Entrant warrants that they have read, understood and accepted these Terms and Conditions.

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4. Subject to any applicable laws, the Terms and Conditions may be updated or amended by the Promoter at any time and no notice of the updated or amended Terms and Conditions is required to be provided to Entrants.
5. Entries not completed in accordance with these Terms and Conditions are void. Entries will be deemed void if stolen, forged, mutilated or tampered with in any way. The Promoter will take all necessary steps to ensure that entries are properly recorded and stored, but will accept no liability if an entry is not recorded or is lost.

Further Entry Conditions

6. Entries to the Promotion are limited to one per Entrant unless explicitly stated multiple entries are accepted at the time of entry, or a “share on social media for bonus entry” mechanic is provided.
7. The Promoter may remove any and all unauthorised multiple entries.
8. Entries will be deemed accepted once completed and at the Promoter’s absolute discretion. The Promoter will be in no way responsible for incorrect or insufficient details provided by any Entrant. Should an Entrant’s details change, it is the responsibility of the Entrant to provide these details to the Promoter.
9. Incomplete, indecipherable, or illegible entries or those that contain offensive or defamatory comments or that breach any law or infringe any third-party rights, including intellectual property rights, will be deemed invalid. Errors and omissions may be accepted at the Promoter’s absolute discretion and the Promoter’s decision on this and other aspects of the Promotion is final and no further correspondence will be entered into. Any failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
10. If there is a dispute as to the identity of an Entrant, the Promoter reserves the right in its sole discretion, to determine the identity of the Entrant. For the avoidance of doubt, the Promoter is responsible for determining whether a person is an eligible Entrant in its absolute discretion.

Prizes and Awarding of Prizes

11. The prize-winner will be notified by the Promoter by e-mail and the winner’s name and suburb may also be published on the SEN website (<https://www.sen.com.au/>) or social media channels, in each case using details forming part of the Entry.
12. The Promoter will advise the winner about how and when they are to accept their prize. If for any reason a prize remains unclaimed by the Redraw Date, their prize will be forfeited and the Promoter reserves the right to re-award the prize in accordance with these Terms and Conditions.
13. The Promoter is not responsible if the prize is late, lost or misdirected. The prizes (or any used or unused portion thereof) are not transferable, exchangeable or redeemable for cash. It is a condition of accepting a prize that the winner must comply with all the conditions of use of that prize and the prize supplier’s requirements as well as all these Terms and Conditions.
14. If a prize or any parts of a prize are unavailable, for any reason, the Promoter, in its discretion, reserves the right to substitute that prize or parts of that prize with a different prize or different parts of that prize to the equal or near equal value and/or specification and/or an alternative date, subject to the written directions of any regulatory authority.

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15. The prize value is in Australian dollars inclusive of GST and is based on the normal retail value of the prize components at the time of publication (online or otherwise). The Promoter accepts no responsibility for any variation in the value of any prize. The promoter accepts no responsibility for any tax implications that may arise from the prize winning and independent financial advice should be sought.
16. To the extent permitted by law: (a) the Promoter makes no representations or warranties as to the suitability of any prize; and (b) no compensation will be payable if, for any reason, a winner is unable to use the prize as stated.
17. The Entrant acknowledges that any costs incurred in relation to accepting or utilizing any prize or not included in the prize package is their sole responsibility. These include without limitation, costs relating to passports, visas, government levies, ground transport, travel insurance, meals, beverages, additional taxes, all insurance, additional transfers, items of a personal nature (including but not limited to additional room charges such as pay per view movies, laundry, room service, mini-bar, telephone calls), any upgrades, pre-flight or in-flight purchases or additional nights and all other ancillary costs.
18. As a condition of accepting the prize, the winner may be required to sign legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.

General

19. 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 the fullest extent permitted by law, to disqualify any Entrant or to modify, suspend, terminate or cancel the Promotion, as appropriate.
20. The Promoter will not be liable for any loss or damage whatsoever (including but not limited to indirect or consequential loss) or personal injury suffered or sustained arising from or in connection with the Promotion, any omission to enter a person into the Promotion, acceptance of the prize or the prize itself, except for liability that cannot be excluded by law.
21. The Promoter assumes no responsibility for any error, omission, communications line failure, theft or destruction or unauthorised access to, or alteration of entries. The Promoter is not responsible for any problems or technical malfunction of any equipment, software, failure of any email or entry to be received by the Promoter on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to any Entrant or any other person's computer related to or resulting from participation or downloading any materials in this Promotion.
22. Entrants consent to the Promoter and/or Promotional Partner using the Entrant's name, likeness, image, voice and/or other attributes in the event they are the winner (including any photograph, film and/or audio, visual and/or audio-visual recording of the same) in any media, on any media platform and for an unlimited period without any remuneration being payable or owed to the winner, where such use is for the purpose of promoting the Promotion (including any outcome) or promoting any products or materials manufactured, distributed and/or supplied by the Promoter and/or the Promotional Partner.
23. The Promoter collects personal information in order to conduct the Promotion and entry into the Promotion is conditional on the provision of this information by an Entrant. Information about an Entrant may also be placed on a database and used by the Promoter and may be disclosed and used by

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third parties, including but not limited to the Promotional Partner, for the purposes of carrying out promotional, marketing, planning, product development, publicity, research and profiling purposes, including sending electronic messages, SMS, direct mail and telephoning the Entrant and to the Promoter's professional advisers, including its accountants, auditors and lawyers and insurers, unless in each case the Entrant withdraws their consent to the use of their information in this manner, and in each case in accordance with the Privacy Act 1988 (Cth) and the Promoter's Privacy Policy, which can be viewed at (<https://www.sen.com.au/privacy-policy/>).

24. If the Promotion is promoted on social media, then the promotion is in no way sponsored, endorsed or administered by, or associated with that social media channel, including Instagram or Facebook. Entrants are providing information to the Promoter and not to the social channel, including Instagram or Facebook.