

# Trade Promotion T&Cs

## Hello Sport x Sofa Secrets Giveaway

### **Hello Sports x Sofa Secrets Terms & Conditions of Entry**

We're Koala (**Koala, we, our, us**). Thanks for participating in our Hello Sport x Sofa Secrets trade promotion (we'll call this the **Giveaway**).

These are the terms and conditions for the Giveaway. Please read these carefully - by entering and participating in our Giveaway, you're confirming that you've read, understood and agree to these terms.

### **1. Promoter**

Koala Sleep Pty Ltd ACN 605 237 090 , Unit 12, 37-41 O'Riordan Street, Alexandria, NSW 2015.

### **2. Entry Restrictions**

Open only to Australian residents aged 18 years or older, except directors, officers, management and employees (and the immediate families of directors, officers, management and employees) of the Promoter or of the agencies or companies associated with this Giveaway.

### **3. Giveaway Period**

The Giveaway runs from 5:00pm (AEST) 15 May, 2024 to 11:59pm (AEST) 16 May, 2024. No entries will be accepted after this time.

### **4. Entry Method**

During the giveaway Period, entrants must:

All you need to do to enter is follow @koala tag a friend and tell us in the comments 'what your best kept secret is in the comfort of your own home' for your chance to win a 'Byron Sofa Bed.

### **6. Prize Details**

The Prize consists of one (1) prize of a Byron Sofa Bed, up to the value of \$2,490 AUD, including standard delivery the winner's nominated address in Australia.

The Prizes are not transferable or exchangeable, and are not redeemable for cash.

### **7. Prize Pool**

The total prize pool is valued at \$2490 (inc GST).

### **8. Entry Limits**

Multiple entries are allowed.

### **9. Winner Selection**

We'll select the Winner based on most creative submission, selected by a Koala social media team, on or by 12:00pm (AEST) 17 May, 2024.

This is a game of skill. Chance plays no part in the selection of the Winner. All decisions relating to Winner are final.

#### **10. Winner Notification**

We'll notify the winner by a phone call and text message. We will also include details on how to claim your prize. We may also publish winners' name (or initials) on our website, if required under applicable law.

#### **11. Prize Claim Date and Time**

Prizes must be claimed by 11:59pm (AEST) 21st May, 2024.

Delivery date and time will be organised between the Koala Social Media Team and the Winner. Prize delivery is subject to product availability and may be subject to shipping delays.

Delivery and installation of the Prize at each Winner's residence will be captured on film and still imagery by the Promoter.

The Promoter, and its third party contractors as relevant, are not responsible for any loss, damage or injury to the Winner's personal property or place of residence resulting from delivery of the Prize.

#### **12. Entry Content**

1. Entries must be the entrant's original work. The Promoter reserves the right to require the entrant to verify that the entry is the entrant's original work. If the Promoter is unable to verify that the entry is original work to its satisfaction, the entry will be deemed invalid.
2. An Eligible Entrant's entry must not include:
  - (a) any image, video or voice of any other person without that person's express consent;
  - (b) any content that contravenes any law; or
  - (c) any content that is obscene, offensive, potentially defamatory, discriminatory, indecent, prejudicial or inconsistent with prevailing community standards.
3. By entering this giveaway, Eligible Entrants grant the Promoter a non-exclusive licence to use the content of their entry, or any part of the content of the entry, and any moving or still imagery captured during delivery of the Prize, in any way the Promoter wishes (including modifying, adapting, copying, cropping, retouching, editing, publishing, broadcasting or communicating the entry whether in original or modified form in whole or in part) in all media for the purposes of the Promoter's business on its website, social media or in any marketing campaign, without payment to the entrant of royalties or compensation. If requested by the Promoter, entrants agree to sign any further documentation required by the Promoter to give effect to this item 12.3

4. By entering this giveaway, entrants consent to the Promoter dealing with their entry content in any way that may otherwise infringe the entrant's moral rights, and agree not to assert their moral rights (wherever such rights are recognised) in respect of their entry against the Promoter or its assigns, licensees or successors.
5. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event that they are a winner in any media for an unlimited period of time without remuneration or compensation for the purpose of promoting this giveaway (including any outcome) and/or promoting any products manufactured, distributed and/or supplied by the Promoter.

### **13. General Terms & Conditions**

1. We reserve the right to verify the validity and eligibility of entries.
2. Entries must comply with all applicable laws and regulations.
3. Entrants are responsible for meeting any tax obligations that come up as a result of this giveaway. However, we may withhold any part of the prize money if the law requires us to.
4. You agree that we may use your entry (and any content associated with it) for the purposes of managing this giveaway and otherwise in connection with promoting Koala's products and services.
5. We'll use your information for the purposes of managing and administering this giveaway. You consent to us using your information in this way, including publishing names of the winner/s on our sites, social media accounts, marketing materials or other sites around the world. If the law requires it, we may report the prize winner and prize details to the relevant tax authorities. Please see our Privacy Policy for more information about how we deal with personal information.
6. If any dispute arises between you and us about the conduct of this giveaway, we will take reasonable steps to consider your point of view within a reasonable time. In all other respects, our decision in connection with all aspects of this giveaway is final.
7. The Promoter is not responsible for any loss, damage or injury to entrants resulting from entering or participating in this giveaway including arising from any comments made, or material published, by third parties about the entrants on any social media platform in connection with this giveaway.
8. The Promoter's decision is final and binding and no correspondence will be entered into. The Promoter accepts no responsibility for late, lost or misdirected entries or other communications. Entries will be deemed void if illegitimate, forged, manipulated or tampered with in any way.
9. Should an entrant's contact details change during the giveaway Period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided as part of the redemption of a Prize should be directed to the Promoter.
10. The Promoter reserves the right to disqualify any individual who submits an entry that is not in accordance with these terms and conditions, or who is involved in any way in interfering or tampering with the conduct of this giveaway, has breached any of these terms and conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the giveaway.

11. The winner may have rights under the Australian Consumer Law and other similar legislation which cannot be excluded, restricted or modified by the Promoter. These terms and conditions do not exclude, restrict or limit those statutory rights in any way. However, to the extent that it is permitted to do so by law, the Promoter (including its officers, employees and agents) excludes all liability whether arising in tort (including without limitation negligence), contract or otherwise for any personal injury or any other loss or damage (including without limitation damage to the Winner's personal property or place of residence, loss of opportunity or loss of profits) whether direct, indirect, special or consequential, arising in any way out of the giveaway, including, without limitation:
  - 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 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 market value to that stated in these terms and conditions;
  - e. any tax implications; or
  - f. the Prize or use of the Prize.
12. If for any reason beyond the reasonable control of the Promoter this giveaway is not capable of running as planned, the Promoter reserves the right in its sole discretion to take any action that may be available to it, and to cancel, terminate, modify or suspend the giveaway, or amend these terms and conditions, unless to do so would be prohibited by law.

#### **14. Use of Eligible Entrant's Personal Information**

1. Personal information including each Eligible Entrant's Instagram handles, and the name, address, telephone number and email of the Winner will be collected and used for the purpose of conducting this giveaway. In the case of the Winner, this may also require disclosure to third parties, including local regulatory authorities and the Promoter's agents or third party service providers, for the purpose of conducting the giveaway. (Purpose).
2. By entering this giveaway, Eligible Entrants consent to the use of their personal information for the Purpose, and that the Promoter may contact the Winner for future marketing and material purposes without payment. Eligible Entrants agree that the Promoter may use this information for that purpose and disclose it to other organisations that may use it, in any media for the Purpose.