



Koala's Birthday Surprise Social Media Competition

Terms and Conditions

TERMS

Information on how to enter and prizes forms part of these Terms and Conditions. By participating in **Koala's Birthday Surprise Social Media Competition** (Competition), entrants agree to be bound by these Terms and Conditions.

The promoter is Koala Sleep Pty Ltd ACN 605 237 090 (Promoter) whose registered office is at Unit 12, 37-41 O'Riordan Street, Alexandria, NSW 2015, Australia. To contact the Promoter please email support@koala.com.

COMPETITION PERIOD

The Competition commences at 07:00 AEST on Thursday 2 September 2021 and closes at 23:59 AEST on Tuesday 14 September 2021 (Competition Period). The Competition will be advertised on the Promoter's social media channels.

Entries must be received prior to the end of the Competition Period to be included in the judging to win the prizes. Each valid entry received over the duration of the Competition Period will be entered into the judging.

ELIGIBILITY TO ENTER

The Competition is open to residents of Australia aged 18 years or over, except for employees of the Promoter and their close relatives, and anyone otherwise connected with the organisation or judging of the competition (Eligible Entrants). The Competition is limited to one entry per person.

The Promoter reserves the right to verify eligibility of all entrants. The Promoter also reserves the right to disqualify and remove any entries based on suspicion of infringement of any third party rights or if the Promoter has reasonable grounds to believe that an entrant has breached these Terms and Conditions.

HOW TO ENTER



Eligible Entrants can enter the competition by completing the online Instagram or Facebook lead generation form.

Eligible Entrants must provide their full name, email address, mobile number, postcode and dietary requirements (if any) and explain in 25 words or less: *Why you deserve a Birthday Surprise.*

PROHIBITED CONTENT

Entries must not contain images, words or content that is offensive, rude, defamatory or racist or breaches Instagram or Facebook Community Guidelines. The Promoter reserves the right, in its sole discretion, to determine any entry inappropriate and therefore invalid. Entrants agree to indemnify the Promoter against all claims and costs by third parties arising from a breach of this condition.

HOW ENTRIES WILL BE JUDGED

This is a Game of Skill; chance plays no part in determining the winners. Incomprehensible and incomplete entries will be deemed invalid.

The judge will be the VP Australia Marketing at Koala (Judge). The winners will be judged from all entries received throughout the Competition Period and ten winners will be selected by the Judge at 15:00 AEST on 15 September 2021. The winners will be the entrants who, in the sole opinion of the Judge, have submitted an entry with the most original and creative answers. The Judge's decision in relation to any aspect of the competition will be final and binding on every person who enters. No correspondence will be entered into.

PROMOTER'S RIGHTS

The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process.

ENTRANT'S OBLIGATIONS

Entrants must personally submit their own entry – entrants submitted by agents or third parties will not be accepted. Entrants warrant that they have obtained the relevant copyright to submit their entry for the purposes of this Competition. Entrants agree to indemnify the



Promoter against all claims and costs by third parties arising from a breach of the warranty set out in this condition.

PRIZE AND PRIZE DELIVERY

The Prize consists of a Maywood Timber Surfboard (valued at RRP \$699.00) and a Sydney SmashCakes™ cake (valued up to RRP \$150.00) (Prize). The total recommended retail price value of the Prize is up to \$849.00. There will be 10 winners who will each receive the Prize.

The Prize will be delivered to each winner's nominated address between 20-26 September 2021 (Prize Delivery).

In the event that the Prize (or any part of the Prize) becomes unavailable for reasons beyond the Promoter's control, the Promoter may substitute a prize (or the relevant part of a prize) with a prize of equal or greater value. No cash or other alternatives will be offered. The Prize is not transferable.

The Promoter will take reasonable action to have the Prize delivered between 20-26 September 2021, but takes no responsibility for delays or damage in delivery caused by third parties.

WINNERS

The ten winners will be contacted via phone by the Promoter's Customer Support team on 15 September 2021. Winners will be given 24 hours to respond and provide an address for Prize Delivery.

All reasonable attempts will be made to contact the winners. If no response is received from the winners within 24 hours of first contact, prizes will be re-allocated to entrants who have submitted an entry which next best meets the judging criteria.

In consideration for the Promoter awarding the Prize to the winners, the winners hereby permit their name and entries to be announced on the Promoter's social media accounts and may be used by the Promoter in its advertising or marketing, in any media whatsoever throughout the world and the winners will not be entitled to any fee for such use.

PRIVACY

Personal Information including the Eligible Entrant's name, email address, mobile number, date of birth and postcode will be collected and used for the purpose of conducting and



promoting this Competition (including to determine and notify the winners and deliver the prize). This may 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 Competition, or for promotional and marketing purposes (including for direct marketing)(Purpose).

By entering this Competition, Eligible Entrant's consent to the use of their personal information for the Purpose, and that the Promoter may contact them for future marketing and material purposes without payment.

Personal Information disclosed to the Promoter will be handled in accordance with its Privacy Policy, which is available at <https://koala.com/en-au/privacy-policy>.

SOCIAL MEDIA PLATFORMS

By using and entering this Competition on Facebook or Instagram, Entrants:

- a. agree to comply with Facebook's and Instagram's terms of use;
- b. release Facebook and Instagram from all claims based on, related to or arising from the Competition; and
- c. acknowledge and agree that this Competition is in no way sponsored or endorsed by or affiliated with Facebook or Instagram .

The Promoter is not responsible for any loss, damage or injury to Entrants resulting from entering or participating in this Competition including arising from any comments made, or material published, by third parties about the Eligible Entrants on any social media platform in connection with this Competition

OTHER

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 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.

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 promotion, the Promoter reserves the right in their 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 government legislation.