



KOALA BIRTHDAY SALE: VIRTUAL PARTY GIVEAWAY

GAME OF CHANCE

1. Information on how to enter and prizes form part of these terms and conditions. By participating, entrants agree to be bound by these terms and conditions. Entries must comply with these terms and conditions to be valid.
2. The Promoter is Koala Sleep Pty Limited (ABN 18 605 237 090) of Unit 12, 37 - 41 O'Riordan Street, Alexandria, NSW, 2015. To contact the Promoter, please email support@koala.com.

COMPETITION PERIOD

3. The Competition commences at 12:01am AEST on 20 September 2021 and ends at 11.59pm AEST on 25 September 2021 (**Competition Period**).

ELIGIBILITY

4. Entry is open to residents of Australia who are aged 18 years or over (**Eligible Entrants**).
5. Directors, management, employees and their immediate families of the Promoter, retailers, suppliers, associated entities and agencies associated with this competition (including Jimmy Brings) are ineligible to enter.

HOW TO ENTER

6. To enter, Eligible Entrants must, during the Competition Period submit their name and email using the form provided at <https://gleam.io/xbGAQ/koalas-surprise-birthday-sale-giveaway>.

PRIZE

7. The Prize is a 'virtual party' package for up to 10 guests that includes:
 - 1 x Koala 3 Seat Lounging Sofa (including delivery) (RRP \$1250);
 - 10 x \$100 Jimmy Brings vouchers, which can be redeemed through the [Jimmy Brings Web](#) and App, subject to the terms and conditions provided by Jimmy Brings. *Jimmy Brings supports the responsible service of alcohol. If you look under 25 you will be asked to present valid photo identification. Intoxicated persons will not be served;*
 - 1 x Catering Package to the value of \$500; and
 - 1 x Birthday Cake, valued at \$150.

The total value of the Prize is \$2900.

8. The Promoter will not be liable for the failure of the Winner to be available for the prize delivery and no cash or other prize will be awarded if the Winner cancels for any reason. The Prize is not transferable and is not redeemable for cash.

9. All taxes (excluding goods and services tax (GST)), which may be payable as a consequence of receiving the Prize, are the sole responsibility of the Winner.
10. The Promoter is not liable for any loss, damage or injury suffered (even if caused by negligence) as a result of the Winner accepting and/or using the Prize, except for any liability which cannot be excluded by law.

PRIZE SUBSTITUTION

11. 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 subject to any contrary direction from a regulatory authority.

DRAW DATE AND TIME

12. All valid entries will be included in the draw.
13. The draw will take place at 10am AEST on 26th September 2021 in Sydney via random.org, powered by Gleam based on entries validated (Prize Draw Date).
14. The first valid entry drawn will be the winner of the prize (Winner).

WINNER NOTIFICATION AND PRIZE DELIVERY

15. The Winner will be notified and advised of how the Prize will be delivered in writing to the email address submitted at the time of entry within 7 days of the Prize Draw Date.
16. Prizes will be delivered to the Winner within 28 days after the Prize Draw Date.

WINNER PUBLICATION

17. The name of the winner will be published on the social media pages of the Promoter, and its prize partner, Jimmy Brings.

UNCLAIMED PRIZES

18. The Promoter will make reasonable efforts to identify and locate the Winner.
19. If the Winner cannot be contacted, is ineligible, fails to claim the prize within 7 days from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited and an alternate Winner selected (Unclaimed Prize Draw).
20. The Winner of the Unclaimed Prize Draw will be notified in the same manner as set out above.

21. The Promoter assumes no responsibility for any failure to receive an entry or for inaccurate information or for any loss, damage or injury as a result of technical or telecommunications problems, including security breaches. If such problems arise, the Promoter may (where necessary with the approval of the relevant lottery authority) modify, cancel, terminate or suspend the Competition.

USE OF ELIGIBLE ENTRANT'S PERSONAL INFORMATION

22. Personal information including the Eligible Entrant's name and email will be collected and used for the purpose of conducting this Competition. 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**).
23. By entering this Competition, Eligible Entrants 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. Eligible Entrants agree that the Promoter may use their personal information for that purpose.
24. Eligible Entrants may access, change or update their personal information by emailing the Promoter on support@koala.com. A copy of the Promoter's privacy policy is available [here](#). The privacy policy contains information about how individuals may access or correct personal information or make a privacy related complaint.

PUBLICITY

25. Eligible 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 Competition (including any outcome) and/or promoting any products manufactured, distributed and/or supplied by the Promoter.

THIRD PARTY PLATFORM

26. By using and entering this Competition on <https://gleam.io/> (**Gleam**) Eligible Entrants:
 - a. agree to comply with Gleam's terms of use;
 - b. release Gleam 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, endorsed, administered by or affiliated with Gleam.

GENERAL CONDITIONS

27. The Promoter is not responsible for any loss, damage or injury to Eligible Entrants resulting from entering or participating in this Competition.
28. Winners must adhere to their local government restrictions in response to COVID-19.

29. 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.
30. Should an Eligible Entrant's contact details change during the Competition Period, it is the Eligible 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.
31. The Promoter reserves the right to request verification of the age, identity and residential address of the Winner and any other information relevant to entry into or participation in this Competition. Verification is at the discretion of the Promoter, whose decision is final. Failure by the Promoter to enforce any of its rights does not constitute a waiver of those rights.
32. 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 Competition, 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 Competition.
33. The Winner has 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, 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 loss of opportunity or loss of profits) whether direct, indirect, special or consequential, arising in any way out of the Competition, 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.
34. The Promoter reserves the right to cancel, terminate, modify or suspend the Competition or amend these terms and conditions, subject to any directions from a regulatory authority.