

## WIN A VOUCHER FOR YOUR MATTRESS \$\$ COMPETITION WITH KOALA (COMPETITION)

### 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](mailto:support@koala.com).

### Competition period

3. The Competition commences at 07:00 AEDT on 20 October 2021 and ends at 23:59 AEDT on 31 December 2021 (Competition Period).

### Eligibility to enter

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 are ineligible to enter.

### How to enter

6. To enter, Eligible Entrants must, during the Competition Period:
  - a. Purchase either the New Koala Mattress, Calm As Mattress or Soul Mate Mattress via the [Koala website](#) (Eligible Products); and
  - b. Complete the review-request sent by Koala to their email address or by SMS to their phone number; and
  - c. Consent to enter into this Competition.
7. A limit of one entry applies per person, per purchase of an Eligible Product.

### Prize

8. The Prize is a voucher for Koala products, to the value of the actual price paid by the Eligible Entrant for purchasing the Eligible Product. The maximum prize value of each Eligible Product is: The New Koala Mattress - \$1,250, Calm As Mattress - \$1,950 and Soul Mate Mattress - \$2,950.
9. The voucher will be redeemable for Koala products via the Koala website at <https://koala.com/en-au>, for a period of 12 months from the date of issue (Prize). The Prize is not transferable or redeemable for cash.

## **Draw date and time**

10. All valid entries will be included in the draw.
11. The draw will take place between 3 January - 7 January 2022 at Unit 12, 37 - 41 O’Riordan Street, Alexandria, NSW, 2015 (Prize Draw Date).
12. The first valid entry drawn will be the winner of the prize (Winner).
13. A third party website, [random.org](https://www.random.org) will be used to select a winner of the prize.
14. The Prize will be announced and distributed in accordance with clause 17, clause 18 and clause 19.
15. Winning is not contingent on being present at the draw.

## **Prize delivery**

16. The Prize will be distributed to the Winner within 28 days after the Prize Draw Date.

## **Winner notification and publication**

17. The Winner will be notified within 7 days of the Prize Draw Date.
18. The Winner will be notified in writing by email to the email address, or phone call to the phone number, provided by the Eligible Entrant when they purchased the Eligible Product.
19. The Winner’s name will be published on the Koala website for 28 days after the Prize Draw Date.

## **Unclaimed prizes**

20. All Prizes will be distributed during or after the close of the Competition.
21. The Promoter will make reasonable efforts to identify and locate the Prize Winner.
22. 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**

23. Personal information including the Eligible Entrant's name, address, telephone number, email and nominated bank account details 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).
24. 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. Eligible Entrants agree that the Promoter may use this information for that purpose and disclose it to other organisations or persons.
25. Eligible Entrants may access, change or update their personal information by emailing the Promoter at [support@koala.com](mailto:support@koala.com) or by telephone at 1800 575 337 during office hours. A copy of the Promoter's privacy policy is available at <https://koala.com/en-au/privacy-policy>. The privacy policy contains information about how individuals may access or correct personal information or make a privacy related complaint.

### **Third Party Platforms**

26. Eligible Entrants acknowledge and agree that this Competition is in no way sponsored, endorsed, administered by or affiliated with the third party review platforms [Yotpo](#) and [Product Review](#).
27. Eligible Entrants agree to:
  - a. comply with Yotpo and Product Review's terms of use; and
  - b. release Yotpo and Product Review from all claims based on, related to or arising from the Competition.

### **Publicity**

28. 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).

### **General conditions**

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; or
  - e. any tax implications.
34. If for any reason beyond the reasonable control of the Promoter this Competition 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 Competition, unless to do so would be prohibited by law.
35. 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.