

# Terms & Conditions

## Babyology Competition Terms and Conditions

### General

- The Promoter is Kinderling Digital Media Pty Ltd (ABN 60 621 255 007) of Unit 8/43 Bridge Rd, Stanmore NSW 2048.
- Information on how to enter and prizes forms part of the terms of entry. Entry into the competition is deemed acceptance of these terms and conditions.
- To the extent of any inconsistency between these Terms and Conditions and any other reference to this competition, these Terms and Conditions prevail.
- Entry and continued participation in the Promotion is dependent on entrants following and acting in accordance with the Facebook Statement of Rights and Responsibilities, which can be viewed at <https://www.facebook.com/terms.php>
- This promotion adheres to the terms and conditions set out in the Facebook promotion guidelines which can be found at: [https://www.facebook.com/promotions\\_guidelines.php](https://www.facebook.com/promotions_guidelines.php)
- This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. Entrants understand that they are providing their information to the Promoter and not to Facebook. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Facebook.
- All entrants unconditionally and irrevocably release and discharge Facebook from any and all liability in relation to this Promotion.

### Who can enter

- Entry is open to all residents of Australia over the age of 18, except employees and immediate families of the Promoter and their associated companies and agencies and participating outlets. Immediate family means any of the following: spouse, ex-spouse, defacto spouse, child or step child (whether natural or by adoption), parent, step parent, grandparent, step grandparent, uncle, aunt, niece, nephew, brother, sister, step brother, step sister or 1st cousin.
- Entrants into this competition must be 18 years of age or older as at the date of entry.
- The Promoter reserves the right to request winners to provide proof of identity, proof of residency at the nominated prize delivery address and/or proof of entry validity or proof of registration ownership in order to claim a prize. Proof of identification, residency and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.

### When to enter

- The competition commences on 30<sup>th</sup> June 2020 at 9:00AM AEST and concludes on 12<sup>th</sup> Jul 2020 at 11:59PM AEST ("Promotional Period"). Entries must be received by the Promoter prior to the competition close date and time.
- The time of entry will in each case be the time the online entry is received by the Promoter's database, not at the time of transmission by the entrant.

### How to enter

- Entrants must, during the Promotional Period:
  - Visit the competition page at <https://www.surveymonkey.com/r/2S6J37L> and complete the survey in its entirety
- Entrants are required to take full responsibility for the content of their entry and for ensuring that their entry complies with these terms and conditions. For the purposes of these content requirements, "entry content" includes any content (including text, photos, videos and email messages) that entrants submit, upload, transmit, publish, communicate or use in connection with their entry into the Promotion. Entries must be the entrant's original work. The Promoter reserves the right to verify, or to require the entrant to verify, that the entry is the entrant's original work. If an entry cannot be verified to the Promoter's

satisfaction, the entry will be deemed invalid. The Promoter may, in its absolute discretion, edit, modify, delete, remove or take-down any part of an entrant's entry. An entrant's entry must not include:

- any image or voice of any other person without that person's express consent (except when the image is of the entrant's child or ward). Entrants warrant that if any such content is included, they have obtained the express consent of the relevant person;
  - any content that contravenes any law, infringes the rights of any person or is potentially insulting, inflammatory, defamatory, obscene, offensive, discriminatory, indecent or otherwise objectionable or inappropriate (which includes, without limitation, any content involving nudity, malice, excessive violence or swearing); and
  - any literary, dramatic, musical or artistic work, any audio-visual or sound recording, or any other item in which copyright subsists, unless the entrant is entitled to do so. If an entrant has any doubts about whether they have the right to include any content (for example, recorded music) they must not include it. By including any such content in their entry, the entrant warrants that they have the permission of the relevant copyright owner to do so and that this permission allows the Promoter to use the entry in accordance with these terms and conditions.
- The Promoter reserves the right to disqualify a winner if Promoter becomes aware that the winner and/or the winner's entry is of a type described in this clause.
  - Any entry that is made on behalf of an entrant by a third party will be invalid
  - The Promoter reserves the right to disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these terms and conditions or who has, in the opinion of Promoter, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter

#### **Number of Entries permitted**

- Entrants may only enter once. Only one prize will be awarded per winning entrant.

#### **Determination and Notification of winner**

- The winner will be the valid entry submitted in accordance with these terms and conditions that is selected by the random generator at 9:00am on 13<sup>th</sup> Jul 2020 at Unit 8/43 Bridge Rd, Stanmore NSW 2048.
- This Promotion is a game of chance. Skill plays no part in determining the winner.
- If any particular determination is scheduled on a public holiday, the determination will be take place on the following business day.
- The Promoter's decision is final and the Promoter will not enter into correspondence regarding the Promotion result or any other decisions the Promoter makes in connection with the Promotion.
- The winner/s will be notified by a comment or private message via Facebook or by telephone or email within two days of being determined.
- Prizes will be awarded to person who submitted the entry. However, in a dispute, will be awarded to the account holder of the entry mechanism used to submit their entry (i.e. mobile phone account holder or land line account holder).
- Should an entrant's contact details change during the promotional period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.
- If the winners have not claimed the prize by 27<sup>th</sup> Jul 2020, then he or she will forfeit the prize and another prize draw will be conducted by the random generator on 28<sup>th</sup> Jul 2020 at the same time and place as the original draw. The winner of the unclaimed prize will be notified by Facebook, telephone or email within two days of the date on which they are judged to be the unclaimed prize winner.

#### **Prize on offer**

- Total prize pool value is up to \$100 (including GST) as at 30<sup>th</sup> Jun 2020. 1 x winner will receive:
  - 1 x \$100AUD prepaid Mastercard gift card
- No individual prize will exceed \$1,000 and total annual value of prizes will not exceed \$100,000
- Unless otherwise expressly stated, prize values are based upon the recommended retail prices at the time of first publication of these Terms and Conditions (inclusive of GST). The Promoter accepts no responsibility for change in prize value between now and the ultimate prize redemption date.

- Prizes cannot be transferred, exchanged or redeemed for cash.
- It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements
- It is a condition of accepting the prize that the winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion

#### **Further Terms and Conditions**

- The Promoter (subject to State and Territory Legislation) reserves the right to amend, cancel or suspend this Promotion if an event beyond the control of the Promoter corrupts or affect the administration security, fairness, integrity or proper conduct of this competition. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this competition.
- The Promoter and their associated agencies and companies assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of entries, and reserves the right to take any action that may be available.
- If for any reason this competition is not capable of running as planned, including (without limitation) due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, the Promoter reserves the right in its sole discretion take any action that may be available, and (without limitation) to cancel, terminate, modify or suspend the competition, subject to any direction given under State Regulation.
- Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
- Any entrant found to be using any form of software or third party application to enter multiple times (including scripting software) will have all entries invalidated and any claim to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any awarded prize to the Promoter. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.
- An entrant may not use a third party (including online competition entry site) to enter on their behalf, except where the entrant needs to use those services of that third party to enter due to a disability. If the preceding sentence has been breached, the entrant will have all entries invalidated, any claim to any prize will be invalidated and where such an entrant has already been awarded a prize before being found to have breached this clause, the entrant must immediately return any awarded prize to the Promoter. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.
- Any entrant found to be entering incorrect contact details, including incorrect email contact details, will have all entries invalidated and any claim to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any awarded to the Promoter. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.
- If the prize (or any part of the prize) is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize (or any part of the prize) for a prize (or part of any prize) of equal or greater value, subject to State Regulation. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
- The Promoter highly recommends a current residential street address be provided when requested for ease of correspondence and potential prize delivery. The Promoter makes all reasonable efforts to deliver prizes to the addresses provided by competition entrants. The Promoter cannot guarantee that any prizes returned to the Promoter due to non-delivery at the provided address will be re-sent to the prize winner. The Promoter and its associated agencies and companies will not be liable for any damage to or delay in transit of prizes.

- The Promoter reserves the right to redetermine the winner in the event of an entrant, claiming to be a winner, being unable to satisfy these Terms and Conditions.

#### **Copyright, Statutory guarantees, Waiver and liability**

- In consideration for the Promoter awarding the prize to the winner, the winner hereby permits the winner's submission, image and/or voice, as recorded, photographed or filmed during the winner's participation in the prize to appear in connection with the Promoter, or the advertising or marketing thereof, in any media whatsoever throughout the world and the winner will not be entitled to any fee for such use.
- The Promoter acknowledges that the entrant may own intellectual property rights (including copyright) in any material created or otherwise submitted to the Promoter in connection with the entrant's entry or participation in any aspect of the prize (Works). The entrant hereby grants the Promoter a non-exclusive, irrevocable, perpetual, worldwide licence to use the Works (including modifying, adapting or publishing the Works, whether in original or modified form, in whole or in part or not at all). The entrant acknowledges and agrees that neither the entrant nor any third party shall be entitled to any fee, royalty or other consideration in respect of such licence. If the entrant holds, now, or at any time in the future, any so called "droit moral" or moral rights in connection with the Works, the entrant unconditionally and irrevocably consents, for the benefit of the Promoter and all of their respective assignees, licensees and sublicensees to material alterations to the Works (including, without limitation, any copying, editing, adding to, taking from, adapting and/or translating the Works, in any manner or context) for any purpose, notwithstanding that such conduct may amount to derogatory treatment of the Works for the purposes of the Copyright Act 1968 (Cth).
- In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the competition and recommence it from the start on the same conditions, subject to any directions given under State Regulation.
- The Promoter does not exclude any rights and remedies in respect of goods or services under the Australian Consumer Law in the Competition and Consumer Act (2010) (Australian Consumer Law) which cannot be excluded, restricted or modified. However, to the maximum extent permitted by law, 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 entrant 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.
- The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
- The Promoter is collecting personal details (i.e. full name and email address) of entrants for ease of correspondence following the drawing of the prize. Personal data will not be shared or utilised for other purposes. If entrants no longer consent to their details being collected, the entrant should contact The Promoter on their details set out below. Any request to update, modify or delete the entrant's details should be directed to The Promoter.
- Entrants' personal information may be disclosed to State and Territory lottery departments and winners' names published as required under the relevant lottery legislation. For purposes of public statements and advertisements the Promoter will only publish the winner's surname, initial and state. A request to access, update or correct any information should be directed to the Promoter.
- The Promoter collects information about you, including for example your name and contact details which you provide when registering or using our services as well as information from data houses, social media services, our affiliates and other entities you deal or interact with for example by using their services. We collect and use that information to provide you with our goods and services, to promote and improve our goods and services, to provide you with targeted advertising based on your online activities, for the purposes described in our Privacy Policy and for any other purposes that we describe at the time of collection. We may disclose your information to our related companies, including those

located outside Australia. Any of us may contact you for those purposes (including by email and SMS) at any time. We may also disclose your information to our service and content providers, including those located outside Australia. If you do not provide us with requested information we may not be able to provide you with the goods and services you require. We may disclose your personal information to authorities if you are a prize winner or otherwise as required by law. Further information about how we handle personal information, how you can complain about a breach of the Australian Privacy Principles, how we will deal with a complaint of that nature, how you can access or seek correction of your personal information and our contact details can be found in our Privacy Policy at <https://babyology.com.au/about/privacy-policy>.

- Authorised under NSW permit number: **LTPM/20/05439**