

## **“Go into the Draw for a \$500 Baby Bunting Hamper ” PROMOTION**

### **TERMS AND CONDITIONS**

1. Information on how to enter and prize form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is open to Australian residents aged 18 years and over.
3. Employees (and their immediate families) of the Promoter, Aussie Franchisees (including admin staff), Aussie Brokers (including admin staff) and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto 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 1<sup>st</sup> cousin.
4. The promotion commences on **8:00am ACST 02-Oct-2021** and closes on **4:00pm ACST 03-Oct-2021** (“Promotional Period”).
5. To enter, individuals must, during the Promotional Period:
  - **Speak to an Aussie Broker at the Hello Baby Fair 2021 at stand A11**
  - **Complete an online entry form and agree to the terms & conditions**
6. 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 reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter’s discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter’s legal rights to recover damages or other compensation from such an offender are reserved.
7. Incomplete, indecipherable or illegible entries will be deemed invalid.
8. Only one (1) entry permitted per person.
9. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
10. The draw will take place at **Aussie Home Loans Shop 2-3, 151 Pirie Street, Adelaide SA 5000** at **11:00AM ACST on 05-Oct-2021**. The winner/s will be notified in writing within two (2) business days of the draw. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.
11. Where relevant, SA winner of a prize valued at over \$250, will be published at **<https://www.aussie.com.au/get-in-touch/speak-with-us/promotions.html>** within fourteen (14) days of the draw date.
12. The Promoter’s decision is final and no correspondence will be entered into.

13. Draw Prize/s and how each is awarded: The first **(1)** valid **entry** drawn will win **one Baby Bunting Hamper** valued at up to **\$500**.
14. If more than one (1) prize is to be awarded, the prizes will be awarded in descending order of value.
15. If the prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
16. Subject to the unclaimed prize draw clause, if for any reason a winner does not take **the** prize, then the prize will be forfeited.
17. Total prize pool value is **\$500**. The prize, or any unused portion of the prize, are not transferable or exchangeable and cannot be taken as cash, unless specified otherwise.
18. A draw for the **prize** if unclaimed may take place on **04-Jan-2022** at the same time and place as the original draw, subject to any directions from a regulatory authority. In the case of a winner, they will be notified in writing within two (2) business days of the unclaimed prize draw. Where relevant, SA winner/s of a prize valued at over \$250, will be published at <https://www.aussie.com.au/get-in-touch/speak-with-us/promotions.html> within fourteen (14) days of the unclaimed draw date.
19. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
20. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
21. As a condition of accepting the prize, a winner must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
22. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
23. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss

of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.

24. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (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 prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of **the** prize.
25. The Promoter collects personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <http://www.aussie.com.au/Privacy.htm>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter will not disclose entrant's PI to any entity outside of Australia.
26. The Promoter is AHL Investments Pty Ltd (ABN 27 105 265 861) of Level 28, 225 George Street, The Rocks NSW 2000. Telephone: 02 8297 0000. The Promoter is a credit representative of © 2021 AHL Investments Pty Ltd "Aussie" ABN 27 105 265 861. Australian Credit Licence 246786.