

## **TODDLE PROMOTION: COMPLETE OUR SURVEY & HAVE THE CHANCE TO WIN A \$200 VISA GIFT CARD**

### **CONDITIONS OF ENTRY**

1. Information on how to enter, mechanics of entry and the prize, form part of these Conditions of Entry. Entry into the promotion is deemed acceptance of these Conditions of Entry. Entry is via internet only.
2. This is a game of chance and skill plays no part in determining the winners.

### **PROMOTIONAL PERIOD**

3. The promotion commences at **08:00am (AEDT)** on **23/11/2020** and ends at **10:00pm (AEDT)** on **17/12/2020** (inclusive) (**Promotional Period**).

### **ELIGIBILITY**

4. Entry is strictly limited to residents of Australia aged 18 years or older, who are located in Australia during the Promotional Period and who, in the event they are selected to participate in Toddle Promotion, are able to use the e-coupon prize.

(together, **Entrants**).

5. The directors, management and employees (and their immediate families) of the Promoter, its related entities, printers, suppliers, providers and agencies whom are directly associated with the conduct of this promotion are ineligible to enter the promotion. 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 1st cousin.
6. The Toddle Promotion will be conducted by the Promoter from **8:00am to 10:00pm (AEDT)** on **23rd November through to 17th December 2020**.

### **HOW TO ENTER**

7. To enter the promotion, Entrants must, during the Promotional Period:
  - a. Complete the Toddle survey found [here](#).
  - b. Provide contact details including name and email address (mandatory) and suburb, state, phone number (optional);
8. Only one (1) entry per person is permitted. Any subsequent entry of an Entrant after the first valid entry is received from that Entrant will be deemed invalid.
9. Entries will be deemed accepted at the time of receipt by the Promoter and not at the time of transmission. Entries received will be considered final by the Promoter. Incomplete, inaccurate, erroneous, ineligible or incomprehensible entries will be deemed invalid. The Promoter accepts no responsibility for late, lost or misdirected entries.
10. The use of any automated entry software or any mechanical, electronic or other means that allows an Entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that Entrant invalid.

### **MAJOR PRIZE**

11. The Entrant who is drawn at random as part of the Toddle Promotion will automatically win one \$200 e-coupon VISA gift card, valued at up to **AU\$200.00**. There is one (1) Major Prize to be awarded in the Promotion.

12. All components of the prize must be taken when offered or are forfeited. No extension or variation of the e-coupon by the Promoter permitted. Any extension or variation of the e-coupon nominated by the Promoter will be at the cost and responsibility of the winner. A prize cannot be used in conjunction with discounts or special offers. Toddle Australia takes no responsibility for any liability that may result from, or is claimed to have resulted from, the acceptance or use of this prize.
13. It is a condition of accepting and participating in the prize that winners may be required to sign eligibility form(s), code(s) of conduct and/or legal release(s) (including prize acceptance release(s)) in a form determined by the Promoter in its absolute discretion.
14. The total maximum promotion prize pool value is **AUD\$200.00** (including GST). Prizes are not transferable or exchangeable and cannot be taken as cash (unless otherwise indicated). Prizes must be taken as offered and cannot be varied. Prizes cannot be used or redeemed in conjunction with any other offer. The Promoter accepts no responsibility for any tax implications that may arise from prize winnings. Independent financial advice should be sought. The Promoter accepts no responsibility for any variation in prize value. All prize values are the recommended retail price including GST.
15. A prize cannot be sold, scalped, auctioned, raffled, pledged or promoted as an incentive or reward by any third party as an inducement for any person or other entity to enter into any commercial or other arrangements with that third party. If a prize is obtained through any of these methods, it will not be honoured by the Promoter or prize supplier.

#### **WINNER PUBLICATION**

16. Each winner of a prize will be published on the Promoters Instagram account (@toddle.aus) and Facebook account (facebook.com/toddle.aus) on Friday 18th December 2020. All reasonable steps to notify the winner of the results of the draw will be taken by the Promoter. The Promoter's decision is final and no correspondence will be entered into.

#### **GENERAL**

17. The Promoter reserves the right to verify the validity of any and all Entries and to disqualify any Entrant for: (a) tampering with the entry process; (b) submitting an Entry which is not in accordance with these Conditions of Entry; or (c) engaging 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.
18. Prizes will only be awarded following any winner validation and verification that the Promoter, or its nominated agents, requires in their sole absolute discretion.
19. Any attempt to cause malicious damage or interference or to otherwise undermine the legitimate operation of this promotion may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to seek damages to the fullest extent permitted by law. If the Promoter suffers loss or incurs any costs in connection with any breach of these Conditions of Entry or any other legal obligation by an Entrant, the Entrant agrees to indemnify the Promoter for those losses, damages and costs.
20. The decision by the Promoter to accept or reject an Entry is in the Promoter's sole discretion and no correspondence will be entered into. Any Entry that contains content that the Promoter, in its sole discretion, considers to be offensive, obscene, crude or inappropriate in any way or that the Promoter considers may infringe any Intellectual Property Rights or other rights of any person, corporation or entity will not be accepted as an eligible Entry into the promotion. This includes but is not limited to any Entry which the Promoter considers to be disparaging of any of its or any prize supplier's products and/or services or is otherwise not in keeping with the spirit of the promotion.
21. Without limiting any of the provisions of these Conditions of Entry, the Promoter requires that each Entry fully complies with these Conditions of Entry and must not include or make

reference to the Intellectual Property Rights of any person including but not limited to any visible logos, drawings, cartoons, phrases, trade marks, copyrighted material, mark that identifies a brand or other third party materials (excluding the Promoter) where required for Entry into the promotion), unless the Entry is submitted with the written consent of the owner of the applicable Intellectual Property Rights. An Entry submitted without obtaining such written consent may result in the Entry becoming invalid for the purposes of the promotion and/or the Entrant being subject to legal liability.

22. By entering the promotion, each Entrant grants to the Promoter, Toddle Australia a royalty-free, perpetual, worldwide, irrevocable, unconditional, non-exclusive, transferable licence (and agrees to use their best endeavours to procure any relevant third parties to grant to the Promoter such licence) to use their Entry for the purposes of marketing and promoting the Promoter and/or its goods and services in any manner and in any media whether existing now or in the future, without the further consent of the Entrant and without any further compensation payable to the Entrant. Each Entrant also expressly consents for the benefit of the Promoter to all or any acts or omissions that would ordinarily constitute an infringement of the Entrant's moral rights in relation to all Intellectual Property Rights in their Entry pursuant to the *Copyright Act 1968* (Cth), including the Promoter having an unfettered right to treat the Entry in any manner at its sole discretion, to alter the Entry in any manner and to the Promoter not attributing authorship of the winning Entry to the Entrant.
23. To the extent permitted by law, each Entrant indemnifies, and must defend and hold harmless, the Promoter and its employees, servants, agents and contractors, from and against all Losses arising from: (i) a breach by the Entrant of any of these Conditions of Entry; (ii) any third party claim arising directly or indirectly from a breach by the Entrant of any of these Conditions of Entry; (iii) a negligent, wilful or otherwise wrongful act or omission of the Entrant; (iv) fraudulent or dishonest acts or omissions by the Entrant; (v) any breach by the Entrant of any applicable Laws; (vi) any claim by any third party (including individuals, legal entities and governmental departments or agencies) arising directly or indirectly as a result of the Entrant entering the Promotion; (vii) the death of, or personal injury to, any person or any damage to, or loss or destruction of, any real or tangible personal property, to the extent caused by any act or omission of the Entrant; and (viii) any claim or allegation that the Entrant's Entry infringes a third party's Intellectual Property Rights or constitutes an unlawful disclosure or misuse or misappropriation of another party's trade secret or confidential information.
24. If a prize or element of a prize becomes unavailable, for any reason beyond the Promoter's reasonable control, then a comparable prize or prize element of equal or greater value will be awarded in lieu.
25. If the promotion is not capable of running as planned for any reason beyond the reasonable control of the Promoter, including because of war, terrorism, state of emergency or disaster (including natural disaster), infection by computer virus, bugs, tampering, unauthorised intervention, technical failures, directions of regulators or industry self-regulatory bodies or any which corrupt or affect the administration, security, fairness, integrity or proper conduct of this promotion, the Promoter reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the promotion and/or if necessary to provide alternative prize(s) to the same value as the original prize(s).
26. The Promoter and its associated agencies and companies exclude all liability (including negligence) except for any liability that cannot be excluded by law (including any applicable consumer guarantee under the Australian Consumer Law), for any direct or indirect injury, loss and/or damage arising in any way out of the promotion. This includes, but is not limited to: (i) technical malfunctions, delays or failures, including those resulting from accessing any materials related to this promotion and any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, this promotion as a result of any technical malfunctions, delays or failures; (ii) theft, unauthorised access or third party interference; (iii) lost or damaged entries, prize claims or prize(s); and/or (iv) acceptance and/or use of any prize.
27. All of the Promoter's decisions in respect of the promotion are final and no correspondence will be entered into.

## PRIVACY

28. The Promoter collects Personal Information about an Entrant to include the Entrant in the promotion, award the prize (where appropriate) and use the information to assist in improving the goods and services of the Promoter (if any). If the Personal Information requested is not provided, the Entrant cannot participate in the promotion and is deemed ineligible.
29. As a condition of entering this promotion, each Entrant consents to the Promoter and its external media partners using the Entrant's entry, name, locality (including suburb and State or Territory of residence), likeness, image and/or voice (including photograph, film and/or recording of the same) in any media worldwide for an unlimited period of time without further notification, remuneration or compensation for the purpose of promoting, publicising or marketing the promotion (including any outcome), and/or promoting any products or services manufactured, distributed and/or supplied by the Promoter. The Entrant agrees that, in the event they are a winner, the Entrant will participate in all reasonable promoted activities in relation to the promotion as requested by the Promoter and its agents and sign any additional documents reasonably required by the Promoter to give effect to this condition.
30. Entrants can gain access to, update or correct any of their Personal Information held by the Promoter by contacting the Promoter's Privacy Officer. All Personal Information will be stored by the Promoter in accordance with the Promoter's Privacy Policy. A copy of the Promoter's Privacy Policy and Collection Statement in relation to the treatment of any Personal Information collected may be obtained at <https://toddle.com.au/privacy>
31. By entering the promotion, Entrants acknowledge that a further primary purpose for collection of the Entrant's Personal Information by the Promoter is to contact the Entrant in the future with information about the Promoter, Toddle Australia, including special offers, market research or to provide the Entrant with marketing materials via any medium including mail, telephone and commercial electronic messages (SMS (Short Message Service), MMS (Multimedia Message Service), IM (Instant Messaging) and email) or any other form of electronic, emerging, digital or conventional communications channel whether existing now or in the future. The Promoter may share an Entrant's Personal Information with its Australian and overseas related companies, promotional partners, servants, employees, agents and trusted third parties who may contact the Entrant for their legitimate commercial purposes, including special offers, market research or to provide the Entrant with marketing materials in this way. By entering the promotion, Entrants acknowledge and agree that the Promoter and any applicable third parties may use their Personal Information in the manner set out in this condition.
32. In these Conditions of Entry: "**Consumer Law**" means Schedule 2 of the *Competition and Consumer Act 2010* (Cth) in Australia. "**Intellectual Property Rights**" means all present and future rights of whatever nature anywhere in the world including, but not limited to, rights in respect of or in connection with copyright, inventions (including patents), trade marks, service marks, trade names, domain names, designs, confidential information, trade secrets and know-how and similar industrial, commercial and intellectual property rights, whether or not registered or registrable, and includes the right to apply for the registration of such rights, and whether existing in Australia or otherwise. "**Personal Information**" means in Australia information or an opinion about an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not and whether the information or opinion is recorded in a material form or not.
33. **Promoter:** Toddle Australia Pty Ltd (ABN 77618980706) or Level 4, 2481 Gold Coast Highway, Mermaid Beach QLD 4218.