#### **Golden Ticket Terms and Conditions**

- 1) Information on how to enter forms part of the terms and conditions of entry. Entry into the promotion and acceptance of a prize is deemed acceptance of these terms and conditions. Headings in this document are included for ease of reference, and do not affect interpretation in any way.
- 2) The promoter is MiniJumbuk Corporation Pty Ltd (ABN: 14 626 517 851) of 61 Smith Street, Naracoorte SA 5271 telephone number (+61) 08 8762 3677 (**Promoter**)

#### **Duration**

3) The promotion opens at 9:00 AEDT on Sunday 25th August 2024 and closes at 11:59AEDT on Saturday 31st August 2024 (**Promotion Period**)

#### **Eligibility to enter**

4) Entry is open only to Australian residents (**Eligible Entrants**), excluding directors, management, employees and their immediate families of the Promoters and its related bodies corporate and registered travel companions of employees of the Promoters and their related bodies corporate.

#### Entry into the promotion

- 5) To enter, the eligible entrant must purchase a MiniJumbuk product from Myer, either in-store or via the Myer Website (www.myer.com.au) during the Promotion Period. All orders that include at least one (1) physical MiniJumbuk product will be considered an entry.
- 6) Entries must be received by the Promoters during the Promotion Period.
- 7) The time of entry will be deemed to be the time the entry is received by the Promoters.
- 8) The Promoters reserve the right, at any time, to verify the validity of entries and Eligible Entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who tampers with the entry process. Failure by the Promoters to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 9) The Promoters accept no responsibility for any late, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence, whether due to error, omission, alteration, tampering, deletion, transmission interruption, communications failure or otherwise.

10) The Promoters will not accept entries that they deem, in their absolute discretion, to be unlawful, fraudulent, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, threatening, objectionable with respect to race, religion, origin or gender, or otherwise unsuitable for publication.

## **Judging of entries**

- 11) This promotion is a game of chance. The Promoters' decision in relation to all aspects of the promotion (including where an entry is deemed not to comply with these conditions of entry) is final and no correspondence will be entered into.
- 12) The ten (10) Golden Tickets will be placed at random in MiniJumbuk products in-store and into online orders at the MiniJumbuk Warehouse, 61 Smith Street Naracoorte SA 5271.

#### The Prize

- 13) It is a condition of entry that the prize winner accept all conditions of use of the prize.
- 14) There will be ten (10) individual winners who will receive one (1) prize each.
- 15) The winners will each receive one (1) MiniJumbuk Sleep Therapy Mattress Topper to the value of AU\$9999.95
- 16) The total prize pool value is AU\$9999.50
- 17) 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 prize is not exchangeable or redeemable for cash or other goods or services. The prize cannot be transferred to any other person, unless agreed to by the Promoters.
- 18) If the prize (or part of the prize) is unavailable, the Promoters, in their discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
- 19) The winner must claim their prize by contacting the promoter via emailing <a href="mailto:info@minijumbuk.com.au">info@minijumbuk.com.au</a> with photographic proof of their Golden Ticket and proof of purchase.
- 20) The winner must claim their prize by 5:00AEDT on Thursday 26 September 2024. Any prize(s) left unclaimed will be considered forfeited.

### **Notification of the winners**

- 21) The winners of the prizes will be notified upon receiving their order and finding a Golden Ticket inside their order.
- 22) The details of winners (Last name, first initial and postcode) will be published on the MiniJumbuk website (<a href="https://www.minijumbuk.com.au/pages/golden-ticket-winners">https://www.minijumbuk.com.au/pages/golden-ticket-winners</a>) at 9:00AEDT on Friday 27 September 2024.

# Limitation of liability and variation of terms

- 23) If any act, omission, event or circumstance occurs which is beyond the reasonable control of the Promoters and which prevents the Promoters from complying with these terms and conditions, the Promoters will not be liable for any failure to perform or delay in performing its obligations. The Promoters reserve the right (subject to any applicable law)to cancel, terminate or modify or suspend this promotion.
- 24) The Promoters, their related bodies corporate and their respective officers, employees, contractors and agents (**Promotion Parties**) will not be liable for any losses, damages, expenses, costs or personal injuries arising out of this promotion, the promotion of this promotion or the use of any prize, including but not limited to any breach of these terms and conditions, contract or tort (including negligence) and any other common law, equitable or statutory remedy (**Damages**) whatsoever, including but not limited to direct, indirect and consequential Damages, including Damages that cannot reasonably be considered to arise naturally and in the ordinary course of things, even if those Damages were in the contemplation of the Promotion Parties.
- 25) The Promoter accepts no responsibility for any late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence, whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise.
- 26) The Promoter has no control over mobile telephone communications, networks or lines or the postal service and accepts no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction, outage, strike or otherwise.
- 27) If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.

### **Entry details and privacy**

28) Entry details remain the property of the Promoter. The name and entry of the winner may be used for promotional purposes by the Promoter. Entrants consent to the Promoter using personal information provided in connection with this promotion for the purposes of facilitating the conduct of the promotion and awarding any prizes (including to third parties involved in the promotion and any applicable statutory authorities) and to conduct marketing activities. Without limiting the foregoing, entrants' personal information provided in connection with this promotion.

### **Tax Implications**

29) The Promoter accepts no responsibility for any tax implications that may arise from accepting a prize. Independent financial advice should be sought.

# **Permit**

SA Permit T24/1276 ACT Permit TP 24/01678