

Smiggle Product Design Experience

Terms and Conditions

1. THE PROMOTER

- a) The promoter is: Alannah & Madeline Foundation, a charity registered in Australia with ABN: 96 514 115 810 and with its registered office at Level 1, 265 Clarendon Street, South Melbourne Victoria, 3205. Competition permit number:
- b) The competition prize has been donated by Smiggle with its registered office at 457 St Kilda Road, Melbourne VIC 3004 (hereinafter referred to as 'Prize donor').

2. THE COMPETITION

- a) The title of the competition is 'Smiggle Product Design Experience'.
- b) Be eligible to win a product design experience with Smiggle by being the family to fundraise the highest overall amount in the Buddy Run campaign.

3. HOW TO ENTER

- a) The competition will run from 00:01 GMT on Monday 24 June, 2019 (the "Opening Date") to 23:59 GMT on Sunday 20 October 2019 (the "Closing Date") inclusive.
- b) All competition entries must be received by the Promoter by no later than 23:59 GMT on the Closing Date. All competition entries received after the Closing Date are automatically disqualified.
- c) To enter the competition, please complete the online registration process at www.buddyrun.org.au, and receive an email to confirm your family registration.

The Promoter will not accept:

- a) responsibility for competition entries that are lost, mislaid, damaged or delayed in transit, regardless of cause, including, for example, as a result of any equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind.
- b) By submitting a competition entry, you are agreeing to be bound by these terms and conditions.
- c) The winner will be announced at the office of the promoter, on Melbourne VIC 3008 Monday 21 October, 2019. Winner will be contacted on the same day either via phone or email.

6. ELIGIBILITY

- a) The competition is only open to people who have registered as a family for Buddy Run and reside in Melbourne, regardless of age, except employees of the Promoter, the Competition Partners or their respective holding or subsidiary companies.
- b) In entering the competition, you confirm that you are eligible to do so and eligible to claim the prize. The Promoter may require you to provide proof that you are eligible to enter the competition. While it is possible for a minor to win the prize, in the event that they do, claiming and delivery must be arranged and agreed to by their parent or guardian.
- c) The Promoter will not accept competition entries that are:
 - automatically generated by computer;
 - completed by third parties or in bulk; or
 - incomplete.

- d) There is a limit of one entry per person.
- e) The Promoter reserves all rights to disqualify you if your conduct is contrary to the spirit or intention of the prize competition.

5. PRIZE

- a) The prize is an experience for one child and two of their friends to spend time at Smiggle headquarters in Melbourne, accompanied by a parent or guardian. The prize includes a behind-the-scenes tour of the Smiggle offices as well as time spent meeting the product design team and being able to provide feedback on a real product that will be sold in Smiggle stores.
- b) The Alannah & Madeline Foundation nor the prize donor are not responsible for any out-of-pocket expenses or associated travel costs that may be incurred by the winner in relation to this acceptance of this prize.
- c) The Promoter reserves the right to replace the prize with an alternative prize of equal or higher value if circumstances beyond the Promoter's control make it necessary to do so. There is no cash equivalent for the prize.
- d) The prize is not negotiable or transferable.
- e) In order to claim the prize you must respond to the Promoter within 14 days of being notified that you have won the prize stating that you wish to claim the prize.

6. WINNERS

- a) The decision of the Promoter is final and no correspondence or discussion will be entered into.
- b) The winner of the competition or their parent/guardian will be notified on or as soon as reasonably practicable after Monday 21 October, 2019 ('the Announcement Date').
- c) The Promoter will contact the winner personally on the Announcement Date using the email address or telephone number provided with the competition entry.
- d) The winner of the competition may be announced and published on the Promoter's website and via social media on the announcement date. By entering the competition, you agree to such publication.

7. CLAIMING THE PRIZE

- a) If you are the winner of the prize, you will have 14 days from the announcement date to claim the prize by responding to the Promoter's e-mail stating that you wish to claim the prize. If you do not claim the prize within 14 days following the announcement date, your claim will become invalid.
- b) The winner will be required to redeem their prize within a 6 month period of the announcement date.
- b) The prize may not be claimed by a third party on your behalf, unless the winner is a minor, and their parent or guardian assist them to claim the prize. See 6b for details.
- c) The Promoter will make all reasonable efforts to contact the winner and the winner's family. If the winner cannot be contacted or is not available, or has not claimed their prize within 14 of days of the announcement date, the Promoter reserves the right to offer the prize to the next eligible entrant selected from the correct entries that were received before the closing date and selected by the process set out at condition 3.8.
- d) The Promoter does not accept any responsibility if you are not able to take up the prize.

8. LIMITATION OF LIABILITY

Insofar as is permitted by law, none of the Promoter, the Prize Donor or their respective agents or distributors will in any circumstances be responsible or liable to compensate the winner or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up the prize except where it is caused by the negligence of the Promoter, the Competition

Partners, or their respective agents, distributors or employees. Your statutory rights are not affected.

9. DATA PROTECTION AND PUBLICITY

- a) The Promoter will only process your personal information as set out in the <https://www.amf.org.au/privacy-policy/> and in accordance with these conditions.
- b) If you enter the competition, the Promoter will process your personal data on the basis of performing our contract with you in relation to your registration for the Buddy Run. The Promoter will also process your personal data for its legitimate interests of running the competition and publishing the name and county of the competition prize winner.

10. GENERAL

- a) If there is any reason to believe that there has been a breach of these terms and conditions, the Promoter may, at its sole discretion, reserve the right to exclude you from participating in the competition.
- b) The Promoter reserves the right to hold void, suspend, cancel, or amend the prize competition where it becomes necessary to do so.