

# Springfree Trampoline Giveaway

## TERMS AND CONDITIONS

All sections and information in this document form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions on the part of the participant and their parent/guardian (where applicable).

### Schedule to Entry Conditions

Item	Subject	Details
1	<b>Promoter</b>	Name: Springfree Trampoline Aust Pty Ltd ABN: 98 108 865 890 Address: PO Box 819 Buderim QLD 4556 Australia ( <b>Promoter</b> ).  The Promotion Partner is Diverse Design & Construct Pty Ltd who may benefit from the undertaking of this competition ( <b>Promotion Partner</b> ).
2		Entry is only open to persons who meet all the following criteria: (i) Australian residents; (ii) aged 18 years or over  Employees (and their immediate families) of the Promoter and its contractors and agencies associated with the promotion are ineligible to enter. "Immediate family" means spouse, parent, natural or adopted child, and sibling (whether natural or adopted by a parent), whether or not they live in the same household as the director, manager, employee, officer or contractor.
3	<b>Promotional Period</b>	The promotion starts at 9AM AEDT on 24 October 2023 and closes at 11.59PM AEDT on 7 November 2023 ( <b>Promotional Period</b> ).
4	(a) <b>How to enter?</b>	To enter, eligible entrants must during the Promotional Period: Complete each of the following fields: First Name Surname Email address Phone
	(b) <b>Maximum number of entries</b>	Limit of one (1) entry per person.
5	(a) <b>List of prizes</b>	The first eligible entrant drawn will win the following prize;  One (1) Springfree Trampoline model of choice including Australia-wide Delivery and installation (subject to location). The total prize value is up to \$3,557.00.  Values are correct as of 10 October 2023.  Prize does not include: (i) coloured trampolines, limited editions, trampoline bundles or colour custom trampolines; (ii) upgrades, accessories or additional services, but these can be purchased separately directly through Springfree Trampoline; and

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		(iii) any gobaplay products nor can the prize be exchanged for any gobaplay products however these can be purchased separately.
	<b>(b) Delivery</b>	The prize will only be delivered within Australia and the winner should allow up to 10 business days from the date of claim for delivery. Please note time of year with installation prior to Christmas may not be possible. Installation will be arranged at the first available date.
	<b>(c) How winners are determined</b>	Eligible entrants will be entered into a computerised random draw. The first eligible entry drawn will win the prize. The draw will be conducted at 1PM AEDT on 8 November 2023 at Springfree Trampoline Kunda Park: Address 1/60 Hoopers Rd, Kunda Park QLD 4556.
	<b>(d) Maximum value of prizes</b>	The total maximum retail value of the prize pool is AU\$3,557.00
<b>6</b>	<b>Winner notification</b>	The winner will be notified in writing by email within two (2) business days of the draw. Winner must claim their prize within 28 days from draw.
<b>7</b>	<b>Winner publication</b>	The winner's name will be posted to <a href="https://www.kyalandkara.com/">https://www.kyalandkara.com/</a> and <a href="https://www.springfreetrampoline.com.au/pages/competition-winners">https://www.springfreetrampoline.com.au/pages/competition-winners</a> from 8 November 2023, for a minimum of 30 days.
<b>8</b>	<b>Redraw or redetermination of winner</b>	The Promoter reserves the right to redraw the prize in the event of the winner failing to comply with these terms and conditions or forfeiting or not claiming the prize by 5:00pm AEDT on 6 December 2023. If the prize remains unclaimed by that time & date, the second chance draw will be held at 10:00am AEDT on 7 December 2023 at the same location as the original draw. Disposal of the unclaimed prize may be made subject to any written directions given by any government authority and pursuant to any relevant legislation. The unclaimed prize draw winner will be contacted by phone and in writing by email within 2 working days of the draw. Any winner will also be announced in announced on <a href="https://www.kyalandkara.com/">https://www.kyalandkara.com/</a> and <a href="https://www.springfreetrampoline.com.au/pages/competition-winners">https://www.springfreetrampoline.com.au/pages/competition-winners</a> from 7 December 2023, for a minimum of 30 days.
<b>9</b>	<b>Permit numbers</b>	N/A
<b>10</b>	<b>Additional terms</b>	N/A

## Entry Conditions

### 1 ENTRY

- 1.1 Entry is only open to those persons specified in Item 2 of the above Schedule to Entry Conditions ("**Schedule**").
- 1.2 To enter, eligible entrants must follow the instructions specified in Item 4(a) of the Schedule.
- 1.3 Entrants must not enter more than the number of times specified in Item 4(b) of the Schedule.
- 1.4 All entries must be received by the Promoter by or in the period indicated in Item 4(a) of the Schedule. Entries are deemed to be received at the time the Promoter receives the entry in its promotion database, and not at the time of transmission by the entrant.
- 1.5 The Promoter may, at any time, verify the validity of entrants and entries (including an entrant's identity, age, place of residence and whether they hold any driver's licence required to enter this promotion). Entrants must fully cooperate with the Promoter in connection with such verifications.
- 1.6 The Promoter accepts no responsibility for 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. However, the Promoter may (but is not obliged to) at its discretion accept an entry which contains errors or omissions.
- 1.7 All costs with entering this promotion (including without limitation, costs in accessing any website) is the entrant's responsibility.
- 1.8 If this promotion involves the entrant participating in any physical or sporting activity, the entrant acknowledges and agrees that:
  - (a) the entrant is fit, in good health, and not aware of any reasons that may harm or endanger their health by participating in such activities. Without limitation, the entrant warrants and agrees that at the time they participate in the activities, they will not be pregnant, under the influence of drugs or alcohol, and will not have any heart condition, abnormal blood pressure, epilepsy, pre-existing injury or any other medical condition that might make it unsafe for them to participate in the activities;
  - (b) the entrant may be required to undertake tasks that may be physically challenging and may involve risks of injury,

- illness or death, some of which may be obvious and others that may not be obvious;
- (c) the entrant may be required to sign an indemnity form (with content that the Promoter determines in its discretion) before participating in the activities, and if they refuse to sign the indemnity form, this will disqualify the entrant and the Promoter may select another person to replace the entrant at its sole and absolute discretion;
  - (d) the Promoter will not be responsible or liable for any personal injury, illness or death caused to the entrant or any other person in connection with the entrant's participation in the activities; and
  - (e) the entrant must conduct themselves in an appropriate manner and follow the Promoter's instructions and all venue rules and regulations at all times.
- 1.9 If this promotion involves the entrant submitting any photographs, images, films, recordings, footages, videos, sms or mms messages, testimonials, comments, artistic works, literary works, information, materials or documents to the Promoter ("**Content**") then the entrant agrees that:
- (a) the entrant must not submit any Content that is unlawful, fraudulent, defamatory, offensive, obscene, derogatory, discriminatory, pornographic, sexually inappropriate, insulting, scandalous, violent, abusive, harassing, threatening, inflammatory, not suitable for children under 15 years, unlawful, libellous, hateful, objectionable in relation to race, religion, ethnicity or gender, capable of encouraging conduct that would be considered a criminal offence, capable of violating any law, capable of giving rise to a civil liability or otherwise unsuitable or inappropriate;
  - (b) the entrant must not submit any Content that breaches or may breach any intellectual property, privacy, publicity or other rights;
  - (c) the Content is the entrant's own original independent creation and does not include any third party's intellectual property or infringe any third party's intellectual property rights;
  - (d) the entrant is fully responsible for the Content. The Promoter will not be liable for the Content or its use in any way;
  - (e) before submitting the content, the entrant has obtained or obtains the consent of all persons who appear in the Content to in relation to the use of the Content for this promotion;
  - (f) the Content has not been published previously or used in any other promotion;
  - (g) the Content will not contain viruses or cause injury or harm to any person or entity;
  - (h) the entrant will comply with all applicable laws and regulations, including without limitation, those laws governing intellectual property, content, defamation, publication, privacy and the access and use of computer or communication systems;
  - (i) the Promoter may review all Content and may at any time reject, remove or take down any Content (wholly or partially) at its sole and absolute discretion without notice if it considers, discovers or suspects the Content not to comply with any of these Term and Conditions;
  - (j) the entrant must comply with all requests by the Promoter to remove, take down or edit any Content;
  - (k) unless clause 1.10 applies, the entrant grants the Promoter, the Promotion Partner, its affiliates, agencies and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable and sub-licensable right to use, reproduce, modify, adapt, publish, disclose and display the Content for any purpose and in any media and medium, without compensation, liability, restriction on use, attribution of the entrant's moral rights. Entrants warrant that they have full authority and rights to grant such rights to the Promoter.
  - (l) the entrants must not assert any moral rights in connection with the Content;
- 1.10 If the Promoter requires, all title and property in any Content will be transferred from the entrant to the Promoter and the entrant will not be entitled to any compensation for such transfer.
- ## 2 PRIZES
- 2.1 The prizes in this promotion include the prizes set out in Item 5(a) of the Schedule. The entrant agrees to any terms relating to the prizes set out in Item 5(a) of the Schedule.
  - 2.2 Prize winners will be selected in accordance with the method set out in Item 5(b) of the Schedule.
  - 2.3 Prize winners will be notified in accordance with the terms set out in Item 6 of the Schedule, and their names and/or suburbs will be published in accordance with the terms set out in Item 7 of the Schedule.
  - 2.4 The entrant must ensure they provide their correct contact details to the Promoter, and to notify the Promoter of any changes to their contact details before the date and time for announcing winners. The Promoter will not be liable if it cannot contact any winner because of any incorrect contact details provided by an entrant.
  - 2.5 If a winner is under 18 years, the Promoter may award the prize to the winner's parents/guardian on the winner's behalf.
  - 2.6 If the Promoter requests, the winner (and any parent or guardian of the winner) must provide the Promoter with proof of identity before being eligible to claim a prize. 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.
  - 2.7 If any prize or portion of a prize is unavailable, the Promoter may at its sole and absolute discretion substitute the prize or portion of that prize with a prize of equal value and/or specification, subject to any directions from any regulatory authority, if applicable.
  - 2.8 The maximum prize pool value is set out in Item 5(c) of the Schedule. The Promoter accepts no responsibility for any variation in the total prize value or any individual prize value.
  - 2.9 Prizes or any unused portion, are not transferable or exchangeable and cannot be taken as cash, unless the Promoter agrees otherwise in writing.
  - 2.10 Prizes are awarded subject to the standard terms and conditions of individual prize and service providers.
  - 2.11 Any ancillary costs associated with redeeming a prize (including without limitation, transportation costs) are not included and are the responsibility of the winner.
  - 2.12 The entrant agrees to the terms concerning (if applicable) redraws and redetermination of winners set out in Item 8 of the Schedule.
  - 2.13 These Terms and Conditions and any promotional materials connected with this promotion do not include by implication any term, condition, representation or warranty in respect of the quality, merchantability, acceptability, fitness for purpose, condition, description, assembly, image, manufacture, design or performance of any of the prizes, to the fullest extent permitted by law.
- ### 3 PRIVACY
- 3.1 The Promoter & Promotion Partner collect the entrant's personal information to conduct this promotion and may, for this purpose, disclose such information to third parties, including without limitation, to its agents, contractors, affiliated entities, service providers, prize suppliers and Australian & New Zealand regulatory authorities.
  - 3.2 The Promoter & Promotion Partner may, for an indefinite period, unless otherwise advised by the entrant, use the entrant's personal information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any opt out, access, update or correct information request to the Promoter & Promotion Partner. A copy of the Promoter's privacy policy can be viewed at <https://www.springfreetrampoline.com.au/pages/privacy-policy> and a copy of the Promotion Partner's privacy policy can be viewed at <https://www.kyalandkara.com/privacy-policy-2/>
  - 3.3 Entrants consent to the Promoter & Promotion Partner using their name, suburb of residence, photo, likeness, image, voice, recording, film and/or footage in any media for an unlimited period without remuneration to promote this promotion (including any outcome), and promote any products and services that the Promoter supplies or distributes.
- ### 4 SOCIAL MEDIA
- 4.1 If the entrant is required to enter this promotion using a Facebook, Twitter, YouTube, Instagram or any other social media website, the entrant agrees:

- (a) to comply with (where applicable) Facebook's, Twitter's, YouTube's, Instagram's and any other social media website's terms and conditions in relation to promotions, including (as applicable) Facebook's Statement of Rights and Responsibilities, Twitter's terms of service, YouTube's terms of service and Instagram's terms of use;
- (b) that this promotion is in no way sponsored, endorsed or administered by, or associated with (where applicable) Facebook, Twitter, YouTube, Instagram or any other social media website (unless otherwise specified); and
- (c) that any questions comments or complaints about this promotion must be directed to the Promoter and not to (as applicable) Facebook, Twitter, YouTube, Instagram or other social media website.
- (f) entrant's or other person's participation in this promotion;
- (g) damage caused to any prize in transit before the prize winner takes possession;
- (h) tax liability incurred by a winner or entrant;
- (i) use or misuse of the prize;
- (j) invalidation of any entry;
- (k) disqualification of any entrant; and/or
- (l) any cancellation, termination, modification or suspension of this promotion.
- (m) in the event of war, terrorism, state of emergency, disaster, health pandemic, or any other circumstance beyond the control of the Promoter, the Promoter reserves the right to either provide an alternative travel destination to the same value as the original prize or, subject to any applicable laws or written directions made under applicable legislation, to cancel, terminate, modify or suspend the Promotion. The Promoter and any associated companies involved in the Promotion, make no representation as to the safety, conditions or other issues that may exist at any prize location. It is the sole responsibility of the winner and their travel companion to check all Government travel advisory information in their own country regarding the safety and any other situation at any prize location before leaving their country.

## 5 GENERAL

- 5.1 All of the Promoter's decisions in connection with this promotion are final and binding, and no correspondence will be entered into regarding the decisions. All decisions are made at the sole and absolute discretion of the Promoter.
- 5.2 Entrants agree to indemnify and keep indemnified the Promoter against all losses, costs, expenses, damages or liabilities that the Promoter suffers or incurs or is likely to suffer or incur, and against all claims, demands, proceedings, suits and actions against the Promoter in connection with an entrant's breach of any of these Conditions.
- 5.3 Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 5.4 The Promoter may at its sole and absolute discretion and to the full extent permitted by law:
- (a) invalidate any entry;
  - (b) disqualify any entrant; and/or
  - (c) modify, suspend, terminate or cancel the promotion, as appropriate,
- for any reason the Promoter deems appropriate at its discretion, including without limitation if:
- (d) any entry does not comply with any of these Conditions, is incomplete or indecipherable, or is lodged by automatic, repetitive, robotic, programmed or similar entry methods or agents;
  - (e) any entrant does not comply with these Term and Conditions or tampers with the entry process;
  - (f) the promotion is not capable of being conducted as reasonably anticipated;
  - (g) any technical difficulty, equipment malfunction, problem with networks or communication lines, traffic congestion, infection by computer virus or bug, bad weather or act of God occurs;
  - (h) any theft, fraud, unauthorised, unexpected or third party access, interference or intervention occurs; and/or
  - (i) any act, omission, failure or delay occurs which is not reasonably within the Promoter's control, or which corrupts or affects the administration, security, fairness, integrity or proper conduct of the promotion.
- 5.5 To the extent permitted by law, the Promoter (including its respective officers, employees, directors, contractors, agents and affiliated entities) is not responsible for and excludes all liabilities (including exclusion of all liabilities for negligence, personal injury, illness and death of any person), losses, expenses, damages, costs, claims, demands, proceedings, actions and suits (whether or not direct, indirect, special, consequential) arising as a result of or in connection with any of the following:
- (a) any technical difficulty, equipment malfunction, problem with networks or communication lines, traffic congestion, infection by computer virus or bug, bad weather or act of God occurs;
  - (b) any theft, fraud, unauthorised, unexpected or third party access, interference or intervention occurs; and/or
  - (c) any act, omission, failure or delay occurs which is not reasonably within the Promoter's control, or which corrupts or affects the administration, security, fairness, integrity or proper conduct of the promotion;
  - (d) entry or prize claim that is late, lost, altered or damaged, whether or not due to the Promoter's act, omission or fault;
  - (e) variation in prize value to that stated in these Terms and Conditions;
- 5.6 The entrant must comply with all additional terms set out in Item 10 of the Schedule.
- 5.7 Where applicable, the permits/licences issued for the conduct of this promotion are set out in Item 9 of the Schedule.