# b.box PBC scan to win Terms and Conditions 2024

Promoter	b.box for kids Pty Ltd as Trustee for b.box for kids Trust ABN 61 362 446 484
Competition	<ul> <li>The Competition is a game of chance, entered by:</li> <li>(a) scanning your 2024 Pregnancy, Babies &amp; Children's Expo entry ticket at one of the two lead scanners found at the b.box stand; or</li> <li>(b) by scanning your QR code on the b.box body flyer (Flyer) handed out at the 2024 Pregnancy, Babies &amp; Children's Expo, and entering your information (name, contact number, address and email address) (Information), to go into the draw to win one (1) Prize</li> </ul>
Entrants	Australian residents, aged 18 years and over that agree to subscribe to b.box's marketing list
Exclusions	Employees of the Promoter and their Immediate Family are ineligible to participate in the Competition
Entry Period	Starts at 09:00AM (AEST) 11/02/2024 and closes at 05:00PM (AEST) 25/02/2024
Entry/Entries	<ul> <li>(a) Enter by scanning your 2024 Pregnancy, Babies &amp; Children's Expo entry ticket at one of the two lead scanners found at the b.box stand and entering your Information</li> <li>(b) Scan the QR code on the Flyer and enter your Information to go into the draw to win one (1) Prize</li> </ul>
Limit	Entrants can only enter the Competition once
Prize Draw	Winner will be drawn at random by a b.box employee. The Prize Draw will take place at b.box's office located at Suite 301, 1 Acacia Place, Notting Hill VIC 3195 on 01/03/2024 at 10:00AM (AEST)
Notification	The winning Entry will be emailed at the email address supplied by the winning Entrant and published in the Promoter's Instagram stories feed (at account <u>@bboxforkids</u> )
Claim Period	Within two (2) weeks from the date of Notification.
Prize/s	A b.box body pack including one (1) of each of the cleanse, hydrate, soothe, nourish and protect products, plus one (1) of the cleanse, hydrate, soothe and protect refill products.
Total Prize Value	AUD\$164.91

Prize Conditions	1. Scan the QR code on the Flyer and enter your Information to go into the Competition draw
	2. Enter by scanning your 2024 Pregnancy, Babies & Children's Expo
	entry ticket at one of the two lead scanners found at the b.box stand and entering your Information
	Third-party website conditions
	3. By participating in the Competition, Entrants may be subject to terms and conditions of third-party websites, such as Google, Facebook, Instagram
	4. This Competition is in no way sponsored, endorsed or administered by, or associated with any third-party websites.
	5. Entrants understand that they are providing their information to the Promoter and/or any third-party websites when participating in the Competition.
	6. Entrants are solely responsible and liable for the content of their Entries and any other information they transmit to other Internet users. To the extent permitted by law, each Entrant agrees to indemnify, defend and forever hold harmless third-party websites and their associated agencies and companies against any and all losses, actions, claims, costs, expenses and damages (of any nature) which may be incurred in respect of the Entrant's participation in the Competition.
	<ol> <li>Any questions, comments or complaints about the Competition must be directed to the Promoter, and not to any third-party websites.</li> </ol>

## General

- 1. The promoter of the Competition is the Promoter.
- 2. By participating in this Competition, Entrants agree to be bound by these Terms and Conditions. Information on how to enter, Prize Conditions and the Prize form part of these Terms and Conditions.

## Eligibility

- 3. Entry is only open to the Entrants, excluding the Exclusions (**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).
- 4. Entrants agree to show proof of the matters in 3 above if requested by the Promoter.
- 5. The Competition will be conducted during the Entry Period and Entries must be received by the Promoter during the Entry Period. Incomplete Entries and Entries received after the Entry Period are invalid.

## Entry

- 6. Entrants must complete an Entry in full, subject to the Limit, the Conditions of Entry and these Terms and Conditions.
- 7. Entry to the Competition is free.
- 8. Entrants must personally and manually scan the QR code on the Flyer and provide the

required Information to enter. The Promoter reserves the right to reject an Entry if it reasonably forms the opinion that an Entry has been created and/or submitted using automated entry means or a computer entry service.

- 9. To be eligible to receive the Prize, an Entry must <u>not</u>:
  - (a) infringe the intellectual property or other rights of a third party;
  - (b) be incomplete or illegible; or
  - (c) be unlawful, defamatory, abusive, insulting, threatening, obscene, inflammatory, offensive or otherwise contain content which, in the Promoter's sole discretion, is inappropriate or objectionable.
- 10. The Promoter reserves the right, at any time, to verify 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 the fair and proper conduct of the Competition. 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.
- 11. All Entries become the property of the Promoter.
- 12. The Promoter's decisions are final, and the Promoter will not enter into any correspondence regarding decisions made. For the avoidance of doubt, Entrants agree not to challenge or question the Promoter's decision with respect to the Prize.

### Prize

- 13. The Prize is a b.box body pack including one (1) of each of the cleanse, hydrate, soothe, nourish and protect products, plus one (1) cleanse, hydrate, soothe and protect refill product. Entrants will receive their prize by mail using the details (including name, contact number, address and email address) provided by the Entrants in their entries. b.box will pay the shipping costs for delivery.
- 14. The winning Entry will be drawn at random from all valid Entries submitted, by a b.box employee and prizes will be sent to the Prize winner using the details (including contact number, address and email address) provided by the Entrants in their entries. The Prize Draw will take place at b.box HQ located at Suite 301, 1 Acacia Place, Notting Hill VIC 3195 on 01/03/2024 at 10:00AM/PM (AEST).
- 15. Entrants consent to the Promoter's use of the content they submit in their Entries (**Content**) for marketing purposes, worldwide, indefinitely (subject to paragraph 25 below), without any remuneration being paid. The Promoter shall ensure that any such use is reasonable and reputable. The opportunity to participate in the Competition and potentially win the Prize constitutes the entire benefit payable by the Promoter to the Entrants in respect of such use.
- 16. For the avoidance of doubt, Entrants:
  - (a) agree that they will not acquire any rights to the Content or any monetary proceeds derived by the Promoter from its use; and

- (b) agree that they will not be paid for their participation in the Competition or for providing the acknowledgements and consents in these Terms and Conditions; and
- (c) release the Promoter (and anyone acting with its authority) from any claims relating to these Terms and Conditions.
- 17. The Prize must be claimed within the Claim Period. The Prize will be sent to Entrants by mail using the details (including name, contact number, address and email address) provided by the Entrants in their Entries. The Promoter will not be responsible for any delay in receiving the Prize due to reasons beyond the Promoter's reasonable control.
- 18. The recipient of the winning Entry will receive the Prize, valued at the Total Prize Value.
- 19. The winning Entrant's use of the Prize is subject to these Terms and Conditions and additional terms and conditions may be imposed by third-parties whose services may be used in the provision of the Competition, with which Entrants must comply.
- 20. The Prize is not transferable and may not be exchanged for cash or other goods or services. The Prize must be taken as a whole and as stated in these Terms and Conditions no alternative will be provided and no compensation will be payable if Entrants are unable to use the Prize as such.

### Disputes

- 21. These Terms and Conditions are governed by the laws of Victoria, Australia.
- 22. In the case of a dispute, the parties agree to abide by the rules and process of the Dispute Settlement Centre of Victoria (www.disputes.vic.gov.au/) with respect to mediation. Should the parties fail to reach a mediator assisted resolution, the courts of Victoria, Australia will have exclusive jurisdiction thereafter.

### Your information

- 23. If any of the Entrant's details change between the date of Entry and Notification, it is the Entrant's responsibility to notify the Promoter of any updated details.
- 24. The Promoter is bound by the Privacy Act 1988 (Cth). Entrants' personal information may be collected by or on behalf of the Promoter to enable it to carry out the Competition and deliver the Prize to the winning Entrant. Entry is conditional on providing this information.
- 25. Unless Entrants indicate otherwise, the Promoter may send Entrants marketing, advertising and promotional material about the Promoter's products and services.
- 26. Entrants' personal information may be disclosed to third parties who assist the Promoter in conducting this Competition, including regulatory authorities, entities which supply and deliver goods and/or services on behalf of the Entrant, and marketing and communications agencies.
- 27. Entrants should direct any complaints, requests to access, update or correct information to the Promoter. Collection, use and disclosure of Information collected in connection with this Competition will be handled in accordance with the Promoter's Privacy Policy which can be located at <a href="https://bbox.com.au/pages/privacy-policy">https://bbox.com.au/pages/privacy-policy</a>.

### **Risk and liability**

- 28. To the fullest extent permitted by law, Entrants participate in this Competition, and use the Prize, at their own risk. Use of the Promoter's website is governed by terms and conditions located at <u>bbox.com.au/pages/terms-and-conditions</u>.
- 29. To the fullest extent permitted by law, the Promoter, its related bodies corporate and the suppliers, agencies and other companies involved in the Competition assume no responsibility for any error, omission, interruption, defect, delay in operation or transmission, or loss or damage to data.
- 30. If the Competition is not capable of running as planned for any reason (including as a result of technical failures, fraud or causes beyond the Promoter's control), the Promoter may, in its sole discretion, cancel, suspend or change the Competition and recommence it on similar terms, subject to any directions by regulatory authorities.
- 31. Except for any liability that cannot be excluded by law, the Promoter (including its 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 Competition, including, but not limited to, where arising out of the following: (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) if the Prize is late, lost, altered, damaged or misdirected (whether or not after its receipt by the Entrant) due to any reason beyond the reasonable control of the Promoter; (d) any variation in Total Prize Value to that stated in these Terms and Conditions; (e) any tax liability incurred by a Entrant; or (f) use of the Prize.
- 32. The Promoter makes no express representations or warranties as to the quality/ suitability/merchantability of the Prize. The Promoter takes no responsibility regarding the condition and/or fitness of the Prize.
- 33. The **Promoter** is b.box for kids Pty Ltd as Trustee for b.box for kids Trust ABN 61 362 446 484 of Suite 301, 1 Acacia Place, Notting Hill, Victoria, 3168, phone 1300 36 22 55 and email <u>customerservice@bbox.com.au</u>.