



## TERMS & CONDITIONS

### Schedule to Terms & Conditions of entry

<b>Promotion name</b>	Curated Businesses CB Lover Sweepstakes Giveaway August 2020
<b>Eligible States/Territories</b>	All eligible countries worldwide including:  Australian residents in the following States and Territories, NSW, NT, QLD, TAS, VIC, WA (excluding ACT and South Australia)
<b>Promotion period</b>	<b>Start:</b>  Tuesday 11 <sup>th</sup> August 2020 at 07:00PM PDT (Pacific Daylight Time)  Wednesday 12 <sup>th</sup> August 2020 at 12:00 noon AEST (Australian Eastern Standard Time)  <b>End:</b>  Thursday 13 <sup>th</sup> August 2020 at 07:00PM PDT (Pacific Daylight Time)  Friday 14 <sup>th</sup> August 2020 at 12:00 noon AEST (Australian Eastern Standard Time)  No entries will be accepted outside this time.
<b>Promoter Website address</b>	<a href="http://www.curatedbusinesses.com">www.curatedbusinesses.com</a>
<b>Host Instagram account</b>	<a href="https://www.instagram.com/curatedbusinesses">www.instagram.com/curatedbusinesses</a>
<b>Promoter</b>	Curated Businesses Pty Ltd ABN: 81 631 625 164  124 Buckley Road, Burpengary East, QLD 4505 Australia
<b>Eligible entrants</b>	Entry to the Promotion is open worldwide including Australian residents in all eligible states/territories who fulfill the method of entry requirements and are 18 years of age or older.

<b>Details of prize</b>	<b>CB Lover Prize list August 2020</b>	<b>\$USD</b>	<b>\$AUD</b>	
	<b>MAJOR PRIZE</b>			
	1 x \$15,000 USD pre-paid visa gift card	<b>\$15,000.00</b>	\$21,000.00	
	Chanel Le boy Cream and Gold Metal	\$5,973.00	\$8,390.00	
	<b>TOTAL Major Prize</b>	<b>\$20,973.00</b>	<b>\$29,390.00</b>	
	<b>Description</b>			
	iPhone 11 Pro 64GB	\$1,249.00	\$1,749.00	
	<b>Total prize pool</b>	<b>\$22,222.00</b>	<b>\$31,139.00</b>	
	<b>Total number of prizes</b>	2		
	<b>Total prize value</b>	Total prize pool = \$31,139.00 AUD		
<b>Method of entry</b>	<p>To enter, an entrant must, during the promotional period:</p> <p>Have their Instagram profile set to public.</p> <p>Follow the Host Instagram Account and all of the accounts that the Host Instagram Account is following during the promotional period.</p> <p>Entrants can obtain a bonus entry by:</p> <ul style="list-style-type: none"> <li>Registering their details in the double chance draw and agreeing to sign up to the Curated Businesses mailing list via <a href="http://www.curatedbusinesses.com/pages/bonuserentry">www.curatedbusinesses.com/pages/bonuserentry</a></li> </ul>			
<b>Maximum number of entries</b>	A maximum of two entries will be accepted per person.			
<b>Prize draw</b>	<p>A random prize draw will occur at:</p> <p>10:00AM on Monday 17<sup>th</sup> August 2020 (Australian Eastern Standard Time) in the presence of an independent scrutineer.</p> <p>Location of draw: Trade Promotions and Lotteries Pty Ltd Level 2 11 York Street Sydney NSW 2000</p> <p>Australia</p>			
<b>Notification of winners</b>	<p>Winners will be notified via Instagram DM no later than:</p> <p>Monday 17<sup>th</sup> August 2020 (Australian Eastern Standard Time)</p>			

<p><b>Public announcement of winners</b></p>	<p>The winners of all prizes will be published here:</p> <p>www.curatedbusinesses.com no later than:</p> <p>Monday 17<sup>th</sup> August 2020 (Australian Eastern Standard Time)</p>
<p><b>Unclaimed prize draw</b></p>	<p>A random unclaimed prize draw will occur 10:00 AM on Tuesday 17th November 2020 AEST (Australian Eastern Savings Time) in the presence of an independent scrutineer.</p> <p>Location of draw:  Trade Promotions and Lotteries Pty Ltd  Level 2  11 York Street  Sydney NSW 2000</p> <p>Australia</p>
<p><b>Notification of unclaimed prize winners</b></p>	<p>Unclaimed prize winners will be notified via Instagram DM on Tuesday 17th November 2020 AEST (Australian Eastern Savings Time)</p>
<p><b>Public announcement of winners from unclaimed prize draw</b></p>	<p>The winners of all unclaimed prizes will be published here:</p> <p>www.curatedbusinesses.com by Tuesday 17th November 2020 (Australian Eastern Savings Time)</p>
<p><b>Permit reference</b></p>	<p>Authorised under:</p> <p>NSW Authority No. TP/00007</p>

Instructions on how to enter that are set out on Instagram (or online) form part of these terms and conditions (**T&Cs**).

1. The attached Schedule sets out the defined terms within these T&Cs and forms part of these T&Cs. If there is any inconsistency or discrepancy between the Schedule and these T&Cs the Schedule prevails. To the extent there is a conflict between T&Cs appearing on Instagram, or any other location and any terms of use or other agreements posted on the Promoter's website, the terms found on the Promoter's website are the T&Cs to be abided by.
2. The Promotion is subject to all applicable federal, state, and local laws and regulations. Participation constitutes the participant's full and unconditional agreement to these T&Cs and any Promoter decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein.
3. Entry is open only to legal residents of the Eligible States/Territories who satisfy the Method of entry. Directors, employees and contractors, (and all immediate family members of Directors, employees and contractors) of the Promoter and their associated agencies, companies, subcontractors, and any related entities (and all immediate family members of associated agencies, companies, subcontractors, and any related entities) are not eligible to enter.
4. The Promotion will take place during the Promotion period set out in the attached Schedule.
5. The Prize/s are set out in the attached Schedule at Details of prizes.
6. The total value of the prize pool set out in the attached Schedule at Total prize pool. Prize values are in Australian dollars unless stated to the contrary. Prize values listed in the Schedule are the recommended retail values as provided by the supplier and are correct at the time of printing. The Promoter does not accept responsibility for any variation in the value of The Prize(s).
7. If any prize is unavailable for whatever reason, the Promoter reserves the right to substitute the prize for an alternate prize of equal or greater value, subject to State Regulation.
8. Unless approved by the Promoter, the prize(s) are not transferable or exchangeable, nor is the prize redeemable for cash. The promoter is not responsible for any lost or stolen prizes and the Promoter takes no responsibility for prizes damaged, delayed or lost in transit.
9. If any part of the prize contains any cash component. The cash component will be transferred via Bank transfer (at the Promoters discretion) to the winners nominated account. The Promoter is not responsible for any lost or stolen cash transferred to the Prize winner, nor is the Promoter responsible for any error in banking details provided by the Prize Winner. If for any reason Banking is unavailable as a method of transferring any cash component an alternate method may be selected at the Promoters absolute discretion.
10. The Prize winner should seek independent financial advice prior to acceptance of their prize(s) to determine if any tax implications that may arise from their prize winning. (including but not limited

to customs duties and taxes and income tax). The Promoter accept no responsibility for any liability or tax implications that may arise in connection with the winner accepting this Prize.

11. It is a condition of accepting the Prize that the winner may be required to provide valid photographic ID together with proof of address and to sign a legal release in a form determined by the Promoter in its absolute discretion.
12. It is a condition of accepting the Prize that, as soon as practicable after being announced on the Promoters website, the winner is required to post an "I won" image (supplied) on their public Instagram account for a period of up to seven (7) days after the announcement of the Prize winner.
13. For verification purposes, the winners Instagram account must remain public, and they must remain following all accounts that the Host Instagram Account was following during the promotional period, from the time that they are announced as the winner until at least seven (7) days after posting the photograph detailed at clause 14 below.
14. It is a condition of accepting the Prize that the winner is required to post a photograph of themselves with their prize (or provided props) on their public Instagram account, tagging @curatedbusinesses within seven (7) days of receiving the prize items, and in this regard:
  - a. The winners Instagram account must remain public for at least seven (7) days after posting the photograph of themselves with their prize;
  - b. If part of the prize consists of cash:
    1. the winner may be required to post a photograph of themselves with cash, or a novelty cheque or credit card and/or other promotional material as supplied by Curated Businesses.
    2. Curated Businesses reserves the right to withhold no more than 50% of the payment due to the winner pending receipt and posting of the photograph referred to in this clause.
15. It is a condition of accepting the Prize that the winner is required to provide the Promoter with a 10-15 second video of themselves with the prize (or provided props) within seven (7) days of receiving the prize items, and in this regard. The winner agrees that this video will be used for marketing and promotional purposes on the Promoters website and social media accounts.
16. Each valid entrant who has entered the Promotion over the duration of the Promotional period will be entered into the draw.
17. The entrants must follow the Method of entry during the Promotion period to enter the Promotion. Failure to do so will result in an invalid entry and the Promoter has no obligation to inform the entrant if their entry is invalid.

18. Entrants must have a valid, public Instagram account. Only publicly viewable Instagram accounts that have followed the Host Instagram account and all accounts listed in the Host Instagram Account following list will be considered valid entries. To enter the Sweepstake entrants must:
- a. Follow the Host Instagram account(s) and all accounts listed in the host Instagram(s) accounts "Following" list of accounts during the Sweepstakes Period;
  - b. Entrants can obtain a bonus entry by:
    1. Registering their name in the double chance draw and agreeing to sign up to the Curated Businesses mailing list via [www.curatedbusinesses.com/pages/bonusentry](http://www.curatedbusinesses.com/pages/bonusentry).
  - c. For any bonus entry to take effect the entrant must first have completed the step outlined at 18(a) above all requested information must be included. Bonus entries must be submitted between the Start Date and the Promotion Period end date. Requests for confirmation of receipt of bonus entry will not be acknowledged. Entrants who submit their details for the bonus entry mentioned at 18(b)(1) acknowledge that they are opting in to receive commercial electronic marketing messages from Curated Businesses. Curated Businesses will never give out details to third parties without express consent.
  - d. There is a permitted limit of two (2) entries per natural person. Multiple entries will be deleted without notice.
  - e. Odds of winning a prize will depend on the total number of eligible entries received for the random draw.
19. In the unlikely event that any Instagram account associated with this campaign is offline at any stage during the campaign, the Promoter may, at their absolute discretion, substitute another account in lieu of the offline account for any period of time the Promoter deems necessary. In this event, an entrant who follows all required accounts including the substitute account (but not the offline account) will also be deemed to be following all required accounts and their entry will also be a valid entry into the draw.
20. All entries become the sole property of the Promoter and receipt of entries will not be acknowledged. The Promoter is not responsible for telecommunications, network, electronic, technical or computer failure or any kind of lost, late, incomplete, mutilated, invalid, unintelligible, misdirected entries, all of which will be disqualified. Only completed entries with valid email addresses or social media accounts, as applicable, are eligible. All ineligible entries will be disqualified.
21. In case of dispute as to the identity of participant, entry will be declared made by the authorized account holder of the email address or social media account used to submit the entry. "Authorized Account Holder" is defined as the natural person who is assigned the account by the email provider, online service provider, social media provider or other organization. Any other

attempted form of entry is prohibited; no automatic, programmed; robotic or similar means of entry are permitted.

22. The Promoter accepts no responsibility for any late or ineligible entries, or any entries not received for whatsoever reason.
23. The prize(s) will be awarded to the valid entrant(s) drawn randomly in accordance with the Prize draw details. The Promoter may draw additional reserve entries (and record them in order). In the event of an invalid entry or an ineligible entrant, or if the entrant is ineligible, unwilling or unable to accept the prize, the prize will be awarded to the first reserve entry drawn. If the prize can't be awarded to the entrant drawn, the promoter will then continue this process until the prize is awarded.
24. The winner does not need to be present at the draw.
25. The winner(s) will be notified by the method nominated in the Notification of Winners section of the Schedule. The Prize winner will have been deemed to have been notified on the earlier of when the winner actually receives and views the notification from the Promoter or 24 hours after the message was sent to the winner.
26. Each entrant is responsible for monitoring Facebook and Instagram for the notification and communications regarding this draw. The Promoter has no liability for potential winner's failure to receive notices due to filters, security settings or provision of incorrect or non-functioning contact details. If the drawn winner is unable to be contacted or if the prize is undeliverable using the contact details provided, the Prize winner shall forfeit the prize.
27. The winner(s) name, state/territory of residence, Instagram handle and photograph, will be published online in accordance with the Public announcement of winners section of the Schedule.
28. If the prize(s) is not been claimed by the Unclaimed prize draw time and date and subject to any written directions from a State lottery agency, the Promoter may conduct an Unclaimed prize draw. If this occurs, Promoter will contact the Unclaimed Prize draw winner by the same methods set out herein for the original Prize winner.
29. The Prize winner acknowledges and agrees that except where permitted by law, the total cumulative liability of the Promoter in connection with this Agreement and the promotion is limited, in the Promoter's discretion, to either resupplying Prize items, or paying the cost of resupplying Prize items. The Promoter will have no liability for any indirect loss or damage suffered by any entrant or any Prize winner(s).
30. Except where unable to be excluded by law, entrants and Prize winner(s) release and indemnify the Promoter and its related entities from and against all actions, penalties, liabilities, claims or demands against the Promoter or that the Promoter may incur for any loss or damage which is or may be suffered or sustained as a direct or indirect result of an entrant entering or winning the Promotion.

31. Subject to any requirement by a regulatory authority, the Promoter may, in its absolute discretion, not accept or disqualify a particular entry, or cancel the entire Promotion at any time without giving reasons and without liability to any entrants,
32. The Promoter reserves the right to verify the validity of entries and Prize winners, and to dismiss any entry that is misleading or fraudulent, or if it is suspected that an entrant has manipulated the entry process via using multiple or fake accounts, or any other method that the Promoter deems to be unscrupulous.
33. Subject to the approval of any relevant authorities, where the Promotion is incapable of running as planned for any reason, including (but not limited to) early deletion of the campaign post due to any third party Artificial Intelligence software, early or accidental deletion of any campaign posts by any other person, any outage of any social media accounts, war, terrorism, state of emergency or disaster (including natural disaster), infection by computer virus, bugs, tampering, unauthorised intervention, technical failures which corrupt or affect the administration, security, fairness, integrity or proper conduct of the campaign, any alteration to any social media terms of service, access or permission in such a way that adversely affects the Promotion, the Promotion may be suspected for the duration of the event and/or the Promoter may, in its absolute discretion, cancel or recommence the Promotion in its entirety.
34. Entrants consent to the Promoter using the personal information provided in connection with this promotion for awarding of any prizes, including to third parties involved in the promotion and any relevant authorities. In addition to any use that may be outlined in the Promoter's Privacy Policy.
35. Each winner's acceptance of a prize constitutes permission (except where prohibited) for the Promoter to use the winner's name, Instagram handle, photograph, video footage, likeness, statements, biographical information, voice and address (city and state) for any and all public relations, advertising and/or promotional purposes as determined by Promoter, in all forms of media and by all manners (now and hereafter known), in perpetuity, without notice, consent, review or approval or further compensation.
36. The collection and disclosure of personal information provided in connection with this promotion will be handled in accordance with the [Promoter's Privacy statement](#) which adheres to the Privacy Act 1988 (Cth) and Australian Privacy Principles.
37. The names of individuals, INCLUDING the Talent sponsoring this Promotion, the campaign host, groups, companies, products and services mentioned herein, and any corresponding likenesses, logos and images thereof reproduced herein, have been used for identification purposes only and may be the copyrighted properties and trademarks of their respective owners. The mention of any individual, INCLUDING the Talent sponsoring this Promotion, group or company, including INSTAGRAM or FACEBOOK, or the inclusion of a product or service as a prize, does not imply any association with or endorsement by such individual, group or company or the manufacturer or distributor of such product or service and, except as otherwise indicated, NO ASSOCIATION OR ENDORSEMENT IS INTENDED OR SHOULD BE INFERRED. The invalidity or unenforceability



of any provision of these T&Cs or the Prize Acceptance Release will not affect the validity or enforceability of any other provision. In the event that any provision of the T&Cs or the Prize Acceptance Release is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. The Promotor's failure to enforce any term of these T&Cs will not constitute a waiver of that provision.

38. The Promotion and these Terms of entry will be governed by the law of the State or Territory in which the Promoter ordinarily resides. Entrants accept the non-exclusive jurisdiction of courts and tribunals of that State or Territory in connection with disputes concerning the Promotion.
39. For a copy of these Official T&Cs, send a request specifying official TCS and the date of the Promotion Terms and conditions along with a self-addressed, stamped envelope postmarked by the closing date of the Promotion and received by 2 days after the closing date of the Promotion and mail to: "CB Giveaway Sweepstakes T&Cs" Curated Businesses Pty Ltd, PO BOX 395 Collaroy Beach NSW 2097 Australia.
40. To request confirmation of the name and city/state of residence for the Prize winner(s), please send a self-addressed, stamped business size envelope, by 2 days after the closing date of the Promotion, to: "CB Giveaway Sweepstakes T&Cs" Curated Businesses Pty Ltd, PO BOX 395 Collaroy Beach NSW 2097 Australia. Late requests will not be acknowledged or returned.
41. Facebook, YouTube, Instagram, TikTok or Snapchat may be used to advertise or promote the Promotion. By entering the Promotion, entrants agree that the Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook, YouTube, Instagram, TikTok or Snapchat; and to release Facebook, YouTube, Instagram, TikTok or Snapchat from all liability in relation to this Promotion. Any questions, comments or complaints regarding the Promotion should be directed to the Promoter and not Facebook, YouTube, Instagram, TikTok or Snapchat.
42. All participants and entrants agree to the complete release of liability of Facebook, YouTube, Instagram, TikTok or Snapchat; as well as agree to acknowledge that this promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, YouTube, Instagram, TikTok or Snapchat.
43. If for any reason this competition is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this promotion, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the competition, subject to any direction given under State Regulation.
44. All participants, as a condition of participation in this Promotion, agree to indemnify, release and hold harmless the Promoter and Released Parties from and against any and all liability, claims,

damages, injuries or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained in connection with:

- (a) accessing the Promoter's Website;
- (b) participating in any aspect of the Promotion, including, without limitation, while preparing for, participating in and/or traveling to or from any prize or Promotion-related activity, including, without limitation, any injury, damage, death, loss or accident to person or property;
- (c) the receipt, ownership, possession, use or misuse of any prize awarded;
- (d) viruses or any downloading or other problems with the Promotion Application, or;
- (e) any typographical or other error in these T&Cs or the announcement of offering of any prize.

45. The Promoter makes no representations or warranties of any kind concerning the appearance, safety or performance of any prize, except for any express manufacturer's warranty as may be included with the prize. Each Prize Winner bears all liability and risk of loss or damage to his/her respective prize after it has been delivered.

46. The Promoter's decision is final.

47. This promotion is void where prohibited by law.