

## TERMS & CONDITIONS

### Schedule to Terms & Conditions of entry

<b>Promotion name</b>	Curated Businesses NI Sweepstakes Giveaway August 2019		
<b>Eligible States/Territories</b>	All eligible countries worldwide including (but not limited to): Australian residents in the following States and Territory ACT, NSW, NT, QLD, TAS, VIC, WA (excluding South Australia)		
<b>Promotion period</b>	<p>Start:</p> <p>Monday 19<sup>th</sup> August 2019 1:00 PM PST (Pacific Standard Time)</p> <p>Tuesday 20<sup>th</sup> August 2019 6:00 AM AEST (Australian Eastern Standard Time)</p> <p>End:</p> <p>Wednesday 21<sup>st</sup> August 2019 04:00 PM PST (Pacific Standard Time)</p> <p>Thursday 22<sup>nd</sup> August 2019 9:00 AM AEST (Australian Eastern Standard Time)</p> <p>No entries will be accepted outside this time.</p>		
<b>Website address</b>	<a href="http://www.instagram.com/curatedbusinesses">www.instagram.com/curatedbusinesses</a>		
<b>Promoter</b>	<p>Curated Businesses Pty Ltd ABN: 81 631 625 164</p> <p>124 Buckley Road, Burpengary East, QLD 4505 Australia</p>		
<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 prizes</b>	<b>Description</b>	<b>\$USD</b>	<b>\$AUD</b>
	Chanel Boy Bag - Black	\$4,433.57	\$6,340.00
	Chanel Black Low Top trainer - Black	\$811.19	\$1,160.00
	Chanel Leather Tote large Deauville Black	\$3,937.06	\$5,630.00
		<b>\$9,181.82</b>	<b>\$13,130.00</b>
	<b>Total luxury Major prize A</b>	<b>\$9,181.82</b>	<b>\$13,130.00</b>
	<b>Total Major prize B</b>	\$10,000.00	\$14,300.00
	<b>Total prize pool</b>	<b>\$19,181.82</b>	<b>\$27,430.00</b>

<b>Total number of prizes</b>	2
<b>Total prize value</b>	Total prize pool (inc GST) = \$27,430 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>Be following @curatedbusinesses on Instagram.</p> <p>Like and comment on the campaign image on the Curated Businesses Instagram page.</p> <p>Follow all businesses that the Curated Businesses Instagram page is following during the promotional period.</p> <p>An entrant can double their chances if, after completing the above instructions, they also elect to sign up to the Curated Businesses mailing list via <a href="http://www.curatedbusinesses.com/bonusentry">www.curatedbusinesses.com/bonusentry</a></p>
<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 16:00 PM AEST on Friday 23<sup>rd</sup> August 2019 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>	Winners will be notified via Instagram DM by Monday 26 <sup>th</sup> August 2019 AEST.
<b>Public announcement of winners</b>	<p>The winners of all prizes will be published here:</p> <p><a href="http://www.curatedbusinesses.com">www.curatedbusinesses.com</a> by Monday 26<sup>th</sup> August 2019 AEST.</p>
<b>Unclaimed prize draw</b>	<p>A random unclaimed prize draw will occur 10:00 AM AEST on 25<sup>th</sup> November 2019 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>

	Australia
<b>Notification of unclaimed prize winners</b>	Unclaimed prize winners will be notified via Instagram DM no later than 27 <sup>th</sup> November 2019 AEST.
<b>Public announcement of winners from unclaimed prize draw</b>	The winners of all unclaimed prizes will be published here:  www.curatedbusinesses.com by 27 <sup>th</sup> November 2019 AEST.
<b>Permit reference</b>	Authorised under: NSW Permit No. #TP19/03981 ACT Permit No. #LTPS/19/37170

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 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 part of the prize is unavailable for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, or substitute that portion of the prize for the equivalent RRP in cash, subject to State Regulation.
8. Prize(s) are not transferable or exchangeable, nor is the entire prize redeemable for cash, except at the discretion of the promoter. 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 Paypal transfer to the winners nominated account, or via EFT direct debit if the Prize winner so chooses. 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 or Paypal details provided by the Prize Winner.
10. The first Prize winner drawn will be able to choose from either Prize A or Prize B. The second Prize winner drawn will receive the remaining prize.
11. 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. The Promoter accept no responsibility for any liability or tax implications that may arise in connection with the winner accepting this Prize.
12. It is a condition of accepting the Prize that the winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.
13. It is a condition of accepting the Prize that the winner may be required to provide valid photographic ID together with proof of address.
14. It is a condition of accepting the Prize that the winner may be required to post an "I won" image on their public Instagram account for a period of up to seven (7) days after the announcement of the Prize winner.
15. It is a condition of accepting the Prize that the winner is required to post a photograph of their prize on their public Instagram account, tagging @curatedbusinesses within seven (7) days of receiving the prize items.
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 all accounts listed in the Host Instagram Account following list will be considered valid entries. To enter the Sweepstake entrants must:
  - a. Follow @curatedbusinesses on Instagram;
  - b. Follow all accounts listed in @curatedbusinesses "Following" list of accounts during the Sweepstakes Period.
19. After completion of the steps detailed at Clause 17, entrants can receive a bonus chance to win by signing up to the Curated Businesses mailing list.
20. Odds of winning a prize will depend on the total number of eligible entries received for the random draw.
21. 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.
22. Entrants may submit up to the Maximum number of entries (if applicable).
23. The Promoter accepts no responsibility for any late or ineligible entries, or any entries not received for whatsoever reason.
24. 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 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.
25. The winner does not need to be present at the draw.
26. 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 two calendar days thereafter.
27. 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.

28. The winner(s) name and state/territory of residence will be published online in accordance with the Public announcement of winners section of the Schedule.
29. 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.
30. The Prize winner acknowledges and agrees that:
  - (a) 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.
  - (b) the Promoter will have no liability for any indirect loss or damage suffered by any entrant or any Prize winner(s).
31. 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.
32. Subject to any requirement by a regulatory authority, the Promoter may, in it's 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,
33. 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.
34. 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 it's absolute discretion, cancel or recommence the Promotion in it's entirety.
35. 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.

36. Each winner's acceptance of a prize constitutes permission (except where prohibited) for the Promoter to use the winner's name, photograph, 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.
37. 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.
38. The names of individuals, INCLUDING the Talent sponsoring this Promotion, 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 Promoter's failure to enforce any term of these T&Cs will not constitute a waiver of that provision.
39. 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.
40. For a copy of these Official T&Cs, send a request specifying official T&Cs 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 598, LPO Gibson Road, Noosaville Qld 4566 Australia.
41. 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 598, LPO Gibson Road, Noosaville Qld 4566 Australia. Late requests will not be acknowledged or returned.

42. Facebook, YouTube, Instagram, 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, or Snapchat; and to release Facebook, YouTube, Instagram, 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, or Snapchat.
43. All participants and entrants MUST agree to the complete release of liability of Facebook, YouTube, Instagram, 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, or Snapchat.
44. 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.
45. 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.
46. 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.



47. The Promoter's decision is final.

48. This promotion is void where prohibited by law.