

TERMS & CONDITIONS Schedule to Terms & Conditions of entry

Promotion name	Curated Businesses Tamra Sweepstakes Giveaway April 2024					
Eligible States/Territories	All eligible countries and locations worldwide.					
Promotion period	Start:					
	Wednesday 10 th April 2024 19:00 EST (Eastern Standard Time)					
	Thursday 11 th April 2024 12:00 AEST (Australian Eastern Standard Time)					
	End:					
	Friday 12 th April 2024 19:00 EST (Eastern Standard Time)					
	Saturday 13 th April 2024 12:00 AEST (Australian Eastern Standard Time)					
	No entries will be accepted outside this time.					
Promoter Website address	www.curatedbusinesses.com					
Host account	www.instagram.com/curatedbusinesses					
Promoter	Curated Businesses Pty Ltd ABN: 81 631 625 164					
	124 Buckley Road, Burpengary East, QLD 4505 Australia					
Eligible entrants	Entry to the Promotion is open to all eligible locations worldwide including Australian residents in all eligible states/territories who fulfill the method of entry requirements and are 18 years of age or older.					
Details of prize	Travel portion to the value of \$2,000 USD*. Comprising of:					
	2 return economy class flights					
	2 nights accommodation in a luxury hotel					
	PLUS					

	A pre-paid credit card valued at \$5,000 USD.			
	* Travel portion of the prize is valued at up to \$2,000 USD (depending on point of departure). Any unused value of the travel portion will be forfeited. If the winner elects not to travel the travel portion will be forfeited.			
Total number of prizes	1			
Total prize value	Total prize pool: \$7,000.00 USD			
Method of entry	To enter the major prize pool, an entrant must, during the promotional period, enter via Instagram and:			
	Have their social media profile set to public.			
	2. Follow the host account @curatedbusinesses and all of the Sponsor accounts that the host account @curatedbusinesses is following during the promotional period.			
	Entrants can obtain one entry by commenting on the main @curatedbusinesses campaign post on Instagram;			
	4. Entrants can obtain a bonus entry by registering their details in the double chance draw and agreeing to sign up to the Curated Businesses and Sponsors mailing list via www.curatedbusinesses.com/pages/bonusentry ;			
	5. Entrants may be offered complimentary additional bonus entries when they purchase merchandise from www.cbticketmember.com member website.			
Maximum number of entries	A maximum of 1,002 entries will be accepted per person.			
Prize draw	A random prize draw will occur at:			
	10:00AM on Monday, 22 nd April 2024 AEST (Australian Eastern Standard Time).			
	Location of draw: 124 Buckley Road, Burpengary East, QLD 4505 Australia			
Notification of	Winners will be notified via Instagram DM no later than:			
winners	10:00AM on Monday, 22 nd April 2024 AEST (Australian Eastern Standard Time).			
Public announcement of winners	The winners of all prizes will be published here:			
	www.curatedbusinesses.com no later than:			
	10:00AM on Monday, 22 nd April 2024 AEST (Australian Eastern Standard Time).			
Unclaimed prize	A random unclaimed prize draw will occur 10:00AM on Monday, 24 June 2024			
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draw	AEST (Australian Eastern Standard Time). in the presence of an independent scrutineer. Location of draw: 124 Buckley Road, Burpengary East, QLD 4505 Australia
Notification of unclaimed prize winners	Unclaimed prize winners will be notified via Instagram DM on Monday, 24 June 2024 AEST (Australian Eastern Standard Time).
Public announcement of winners from unclaimed prize draw	The winners of all unclaimed prizes will be published here: www.curatedbusinesses.com by Monday, 24 June 2024 AEST (Australian Eastern Standard Time).

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. The winner must liaise with Curated Businesses, or their representative, to facilitate the travel bookings. Travel and stay must take place by 30 June 2024 and if the winner is unable to travel by this date they will forfeit the travel portion of their prize. Travel during peak periods is excluded.
- 9. The travel portion of the prize includes two return economy class flights.
- 10. The travel portion of the prize is valued at up to \$2,000 USD (depending on point of departure). Any unused value of the travel portion will be forfeited. Any additional cost in excess of the \$2,000 will be need to be at the winner's expense.
- 11. Additional spending money (in excess of the prize value), additional meals, taxes, insurance, passports, visas, vaccinations, transfers, items of a personal nature, in-room charges, gratuities and all other ancillary costs are not included.
- 12. Compliance with any health or other government requirements is the responsibility of the winner and their companion. The Promoter makes no representation as to the safety, conditions or other issues that may exist at any destination.
- 13. 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.
- 14. If any part of the prize contains any cash component. The cash component will be transferred via Bank or PayPal 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 or PayPal is unavailable as a method of transferring any cash component an alternate method may be selected at the Promoters absolute discretion.
- 15. 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.
- 16. 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.
- 17. 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.

- 18. For verification purposes, the winners Instagram account must remain public, and they must remain following the Host Account and all accounts that the Host 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 19 below.
- 19. It is a condition of accepting the Prize that the winner is required to post at least 5 photographs and 5 videos of themselves on their holiday on their public Instagram account, tagging @curatedbusinesses during their holiday. At least one of the videos must include the winner stating their first name and the country they are from. Each photograph and video should:
 - a. be in a different location i.e not all taken at the one time in the one place;
 - b. show the winners face;
 - c. feature any credit card or gift bag props provided by Curated Businesses.

A copy of this content will also need to be emailed to Curated Businesses.

20. In this regard:

- a. The winners Instagram account must remain public for at least seven (7) days after posting the photograph and video of themselves with their prize;
- b. If part of the prize consists of cash:
 - 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.
 - 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.
- 21. The winner agrees that this photographs and videos mentioned at clauses 19 & 20 above will be used for marketing and promotional purposes on the Promoters website and social media accounts and the winner agrees that they will provide Curated Businesses with the necessary license to use this material in perpetuity.
- 22. Each valid entrant who has entered the Promotion over the duration of the Promotional period will be entered into the draw.

- 23. 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.
- 24. Entrants must have a valid, public Instagram account. Only publicly viewable accounts that are following all accounts listed in the Host Account following list during the Promotion period will be considered valid entries.

To enter the Sweepstake entrants must:

- a. Follow all accounts listed in the Host accounts "Following" list of accounts during the Promotion Period and comment
- b. Entrants can obtain an optional bonus entry by:
 - Registering their name in the double chance draw and agreeing to sign up to the Curated Businesses and Sponsors mailing lists via www.curatedbusinesses.com/pages/bonusentry.

For any bonus entries to take effect the entrant must first have completed the step outlined at 18(a) above and 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 24(b) acknowledge that they are opting in to receive commercial electronic marketing messages from Curated Businesses and its affiliated companies (the campaign Sponsors) and consent to their information being provided to affiliated companies.

- c. Entrants may be offered complimentary additional bonus entries when they purchase merchandise from the www.cbticketmember.com member website.
- d. There is a permitted limit of one thousand and two (1,002) entries per natural person for the major prize. 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.
- 25. By submitting a bonus entry referred to at clause 24(b) above, the entrant grants Curated Businesses the right to distribute (directly or indirectly through multiple tiers) the details submitted via the bonus entry form (including entrants email address and cell phone numbers) to their affiliate companies that have Sponsored this campaign (i.e. the accounts that you are required to follow). A bonus entry is specific to the campaign being entered and subscribers details are not passed on to Sponsors in any other campaigns that Curated Businesses run at other times.
- 26. In the unlikely event that any 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.
- 27. 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.
- 28. In case of a dispute as to the identity of participant, entry will be declared to have been 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.
- 29. The Promoter accepts no responsibility for any late or ineligible entries, or any entries not received for whatsoever reason.
- 30. 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.
- 31. The winner does not need to be present at the draw.
- 32. 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.
- 33. Each entrant is responsible for monitoring their social media account 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.
- 34. The winner(s) name, state/territory of residence, Instagram or TikTok handle and photograph, will be published online in accordance with the public announcement of winners section of the Schedule.

- 35. 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.
- 36. 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).
- 37. Entrants acknowledge that the Promoter collaborates with social media influencer/s who are paid to advertiser and promote this campaign. Entrants should not rely solely on the recommendation of an influencer and should familiarise themselves with the terms and conditions and method of entry to ensure that they are willing and able to enter this promotion.
- 38. Entrants acknowledge that each Sponsor has paid the Promotor to take part in this campaign and to be one of the accounts that the Promotor is following for the campaign duration.
- 39. 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.
- 40. 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,
- 41. 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.
- 42. 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.

- 43. 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.
- 44. Each winner's acceptance of a prize constitutes permission (except where prohibited) for the Promoter to use the winner's name, Instagram or TikTok 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.
- 45. 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.
- 46. 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 TIKTOK, 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.
- 47. 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.
- 48. 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 395 Collaroy Beach NSW 2097 Australia.
- 49. 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.
- 50. 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.
- 51. 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.
- 52. 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.
- 53. 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.
- 54. 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 be	ears all liability	and risk of lo	oss or damag	e to his/her
respective prize after it has been delivered.				

- 55. The Promoter's decision is final.
- 56. This promotion is void where prohibited by law.