Visit <a href="https://www.jaggad.com/pages/competitions">https://www.jaggad.com/pages/competitions</a> for full terms and conditions. Open to residents of Australia only (excluding South Australia, Northern Territory & Australian Capital Territory). One entry permitted per Person. Entry is via a link from @TeamJaggad Instagram Bio Page , Competition Instagram Story Post, Jaggad Facebook Page (<a href="https://www.facebook.com/TeamJaggad/">https://www.facebook.com/TeamJaggad/</a>) or directly online at <a href="https://www.jaggad.com/pages/unstoppable-2021-competition">https://www.jaggad.com/pages/unstoppable-2021-competition</a> for a Chance to Win a \$1,000 Jaggad active wardrobe. Prize includes \$1,000 Jaggad Gift Card with freedom to purchase any items anytime within 12 months from jaggad.com. Competition closes at 05:00pm AEST on 5/1/2021. 5 winners will be picked at 123 Church St Brighton VIC 3186 by 11:00am on 6/1/2021 from all eligible entries received up to 05:00pm on 5/1/2021. Total prize pool is at a maximum of \$5,000.00. Winners will be contacted by email and published at <a href="https://www.jaggad.com/pages/competitions">https://www.jaggad.com/pages/competitions</a> on 7/1/2021 for 28 days. The Promoter is Jaggad Pty Ltd (ACN 159 227 246) of 123 Church St, Brighton, VIC 3186.

# "UNSTOPPABLE 2021" COMPETITION - WIN A\$1,000 JAGGAD WARDROBE

- Entry into the promotion is deemed acceptance of these Terms and Conditions.
  Headings in these Terms and Conditions are included for ease of reference, and do not affect interpretation in any way.
- 2. The promoter is Jaggad Pty Ltd (ACN 159 227 246 / ABN 21 159 227 246) of 123 Church St, Brighton, VIC 3186 (**Promoter**).

### Duration

3. Entries for the promotion may be submitted from 09:00am (AEST) on 1/1/2021 until 05.00pm (AEST) on 5/1/2021. (**Promotion Period**).

# Eligibility to enter

- 4. Entry is open only to Australian residents (excluding South Australia, Northern Territory and Australian Capital Territory) who are not directors or employees of the Promoter and its related bodies corporate (or immediate family members of those directors and employees) (Eligible Entrants).
- 5. If an Eligible Entrant is under the age of 18, they must obtain consent from their parent or legal guardian before entering the promotion.

## **Entry into the promotion**

- 6. To enter, Eligible Entrants must leave their name & email address contact details via linked page on @TeamJaggad Instagram Bio Page, Competition Instagram Story Post, Jaggad Facebook Fan Page (<a href="https://www.facebook.com/TeamJaggad/">https://www.facebook.com/TeamJaggad/</a>) or directly online at <a href="https://www.jaggad.com/pages/unstoppable-2021-competition">https://www.jaggad.com/pages/unstoppable-2021-competition</a>.
- 7. Entrants may only enter this competition once and must enter in their own name. The Promoter is not responsible for (and is under no obligation to accept) any lost, late, incomplete or misdirected entries. Entrants may receive a bonus entry for inviting a friend to enter.
- 8. The time of entry will be deemed to be the time the entry is received by the Promoter.
- 9. The Promoter reserves the right, at any time, to verify the validity of entries (including an entrant's identity, age and place of residence) and to disqualify any entrant who is not an Eligible Entrant, has not complied with these Terms and

Conditions or tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

#### **Determination of Winner**

- 10. This promotion is a game of chance and winners will be drawn at random, in accordance with clauses 12 and clause 23 (if applicable).
- 11. Winners will be picked at 123 Church St Brighton VIC 3186 by 11:00am on 6/1/2021 from all eligible entries received up to 05:00pm on 5/1/2021.
- 12. All valid entries received 09:00am AEST on 1/1/2021 and closes at 05.00pm AEST on 5/1/2021 will be eligible for the draw.
- 13. There will be a total of 5 Winners.
- 14. The result of the draw is final and no correspondence will be entered into.

## The prize

- 15. Prize includes \$1,000 Jaggad Gift Card with freedom to purchase any items anytime within 12 months from jaggad.com. Total prize pool of \$5,000 on 4/12/2020.
- 16. Under the Australian Consumer Law, there are some warranties and guarantees that cannot be excluded, restricted or modified or can only be excluded, restricted or modified to a limited extent. The Promoter excludes all warranties and guarantees in relation to the prizes, to the extent allowable under the Australian Consumer Law. Except as otherwise required under the Australian Consumer Law, the Promoter accepts no liability or responsibility for any defect with the prizes.
- 17. Prizes are not exchangeable or redeemable for cash.
- 18. If a prize (or part of a prize) is unavailable for any reason, the Promoter, in its discretion, reserves the right to select an alternative prize of similar value which will be awarded to the relevant Winner, subject to any written directions from a regulatory authority.
- 19. The Promoter accepts no responsibility for any tax implications that may arise from the promotion or the prizes. Independent financial advice should be sought.

### **Notification of the Winner**

- 20. The Promoter will attempt to notify each Winner after being selected referred to in clause 12 within two business days of the draw. Contact will be made via email.
- 21. If the Promoter is unable to contact a Winner after having made reasonable efforts to do so using the information provided on the Winner online entry form, the Promoter reserves the right to disqualify the entry, in which case clause 23 will apply.
- 22. The name of the Winner will be published at <a href="https://www.jaggad.com/pages/competitions">https://www.jaggad.com/pages/competitions</a> from 7/1/2021 for 28 days.

# Right of the Promoter to redraw

23. The Promoter reserves the right to re-select a Winner in the event of a Winner not being an Eligible Entrant, not having complied with these Terms and Conditions or not being able to be contacted by the Promoter after the Promoter having made

reasonable efforts to do so. If a redraw is necessary, it will be conducted by Jaggad Pty Ltd (ACN 159 227 246) of 123 Church St on 8/1/2021 at 11:00am (AEST), subject to any written direction given under applicable law. Any Winner determined in accordance with this clause 23 will be notified by email within two business days of the draw and their names will be published online at

https://www.jaggad.com/pages/competitions from 10/1/2021 for 28 days.

### Limitation of liability and variation of promotion

- 24. Except as otherwise required by law, if any act, omission, event or circumstance occurs which is beyond the reasonable control of the Promoter and which prevents the Promoter from complying with these Terms and Conditions, the Promoter will not be liable for any failure to perform or delay in performing its obligations. The Promoter reserves the right (subject to any applicable law) to cancel, terminate, modify or suspend this promotion and these Terms and Conditions.
- 25. Except for any liability that cannot be excluded by law, the Promoter, its related bodies corporate and their respective officers, employees, contractors and agents will not be liable for any losses (including loss of opportunity), damages, expenses, costs or personal injuries arising out of or in connection with this promotion, or the use of any prize.

## **Entry details and privacy**

26. Entry details remain the property of the Promoter. The name of Winner may be used for promotional purposes by the Promoter, unless a Winner otherwise notifies the Promoter at the time of accepting their prize. Entrants consent to the Promoter using their personal information provided in connection with this promotion for the purposes of facilitating the conduct of the promotion and awarding any prizes (including by disclosing their personal information to Jaggad Pty Ltd who will hold and use such informational only for the purposes of conducting the draws anticipated in 11 and/or 23). We may use your personal information that we have collected to promote and market products and services to you, including through methods such as email and SMS. We will not use your personal information for marketing purposes where you have opted out of receiving such communications. Without limiting the foregoing, entrants' personal information provided in connection with this promotion will be handled in accordance with the Promoter's Privacy Statement, a copy of which is available at https://www.jaggad.com/pages/privacy-policy

# **Instagram Promotion**

27. This promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram. Instagram membership and the use of Instagram generally are subject to the Instagram prevailing terms and conditions of use available at <a href="https://www.lnstagram.com">www.lnstagram.com</a>. Entrants understand that they are providing their information to the Promoter and not to Instagram. Entrants are solely responsible and liable for the content of their entries and any other information they transmit to other

internet users via Instagram. To the extent permitted by law, each entrant agrees to indemnify, defend and forever hold harmless, Instagram and its associated agencies and companies, against any and all losses, actions, claims, costs, expenses and damages (of any nature) which may be incurred by an entrant in respect of the entrant's participation in the promotion. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Instagram.

### **Facebook Promotion**

28. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. Facebook membership and the use of Facebook generally are subject to the Facebook prevailing terms and conditions of use available at www.Facebook.com. Entrants understand that they are providing their information to the Promoter and not to Facebook. Entrants are solely responsible and liable for the content of their entries and any other information they transmit to other internet users via Facebook. To the extent permitted by law, each entrant agrees to indemnify, defend and forever hold harmless, Facebook and its associated agencies and companies, against any and all losses, actions, claims, costs, expenses and damages (of any nature) which may be incurred by an entrant in respect of the entrant's participation in the promotion. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Facebook.

#### **Permit details**

29. Lottery permit numbers: Not applicable in New South Wales, Victoria, Queensland, Western Australia and Tasmania.