

**Terms & Conditions**  
**Teen Breathe X Kind is Cool**  
**Competition**  
**GAME OF CHANCE**

**TERMS AND CONDITIONS**

By entering the 'Teen Breathe X Kind is Cool Competition' you are agreeing to the following terms and conditions:

**1. STANDARD TERMS**

1.1 Information on how to enter forms part of the terms of entry. Entry into the promotion is deemed acceptance of these conditions of entry.

**2. WHO CAN ENTER**

2.1 Subject to clause 2.2 entry is open to all residents of Australia and New Zealand who are legally allowed to use social media sites including but not limited to Facebook and Instagram.

2.2 Directors, management, employees and their immediate families of Lovatts Media Pty Ltd (Lovatts Media) and their associated agencies and companies are not eligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether by natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.

**3. HOW TO ENTER**

3.1 The competition period commences 8:00am (AEST) Monday 27<sup>th</sup> July and closes 8:00am (AEST) Monday 3<sup>rd</sup> August 2020. ("the Competition Period").

3.2 To enter the competition:

- Follow Teen Breathe and Kind is Cool on Facebook @teenbreatheau & @kindiscool.australia
- Like the competition post and tag a friend. You may enter as many times as you like by tagging a new friend.

OR

- Follow Teen Breathe and Kind is Cool on Instagram @teenbreatheau & @\_kind\_is\_cool\_
- Like the competition post and tag a friend. You may enter as many times as you like by tagging a new friend.

3.3 The time of entry will, in each case, be the time that the entry is received by Lovatts Media's associated websites.

3.4 The Promoters, their agents, affiliates or representatives will not be liable for any late, lost or misdirected entries.

3.5 Incomprehensible, explicit or incomplete entries will be deemed invalid.

3.6 By entering this competition you are agreeing to receive email updates from Lovatts Media. All entry details will be the property of Lovatts Media.

#### 4. HOW TO WIN

4.1 Each entrant who has entered the competition over the Competition Period and registered all details in accordance with clauses 2 and 3 will be entered into the draw. The draw will take place at Lovatts Media, 100-102 Terrigal Esplanade, Terrigal Beach NSW 2260 with winners drawn 9:00am (AEST) Tuesday 4<sup>th</sup> August 2020.

4.2 The winner will be selected by random draw.

4.3 The prize winner will be notified by direct message within one week of the draw. And will have their details published on [teenbreathe.com.au](http://teenbreathe.com.au) and/or Teen Breathe social media pages. Prizes will be dispatched by Lovatts Media.

4.4 The Promoters' decision in relation to any aspects of the competition is final and the Promoters will not enter any correspondence regarding the result.

4.5 It is a condition of accepting the prize that the winners may be required to sign a legal release or a non-disclosure statement in a form determined by the Promoters in its absolute discretion.

4.6 The Promoters reserve the right to request the winner to provide proof of identity, proof of residency at the nominated prize delivery address and/or proof of entry validity (including phone bills) in order to claim the prize. Proof of identification, residency and entry considered suitable for verification is at the discretion of the Promoters. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.

4.7 The Promoters reserve the right to verify the validity of entries and to disqualify and remove any entry which, in the opinion of the Promoters, includes objectionable content, profanity, potentially insulting, inflammatory or defamatory statements, disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these terms and conditions or entry, or who has, in the opinion of the Promoters, engaged in conduct in entering the promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the promotion and/or Promoters. The Promoters reserve the right to disqualify a winner if the Promoters become aware that the winner and/or the winner's entry is of a type described in this clause.

4.8 Subject to any written directions given, a redraw for any unclaimed prizes will take place at Lovatts Media, 100-102 Terrigal Esplanade, Terrigal Beach NSW 2260 on Thursday 20<sup>th</sup> August 2020 at 10:00am (AEST). The winners will be notified via direct message and their details will be published on the [teenbreathe.com.au](http://teenbreathe.com.au) and/or Teen Breathe social media pages.

#### PRIZES

##### 5.1

3 x winners will receive one of:

3 x Kind is Cool packs including a Kind is Cool T-shirt, Be Kind pin and a 6-month subscription to Teen Breathe valued at RRP AUD \$88.95.

- The total prize pool is valued at RRP AUD \$ 266.85

5.2 Prize includes taxes and surcharges. The prize must be taken as offered and cannot be sold, bartered or exchanged for cash. Prize is non-transferable.

5.3 Prizes cannot be transferred, exchanged or redeemed for cash. In the event that the winner does not take the prize in the time stipulated, then the prize will be forfeited by the winner and cash will not be awarded in lieu of the prize. Prizes must be taken as offered and cannot be varied. All elements of the prize must be taken together. Any unused portion of the prize is not-transferable, non-refundable and non-redeemable for other goods or services and cannot be taken to cash.

5.4 The Promoters accept no responsibility for any variations in the value of the prize as quoted in these terms and conditions. In the event that the prize components as listed cannot be offered at the time of fulfilment, at the fault of the promoter a replacement prize will be offered of equivalent value (at the discretion of the promoters).

5.5 In participating in the prizes, the winner agrees to participate and co-operate as required in all editorial activities relating to the promotion, including but not limited to being interviewed and photographed. The winner grants the Promoters a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide and the winner (and their travelling companions) will not be entitled to any fee for such use.

5.6 The winner agrees that they will not sell or otherwise provide their story and/or photographs to any media or other organisation.

## 6. NO LIABILITY

6.1 The Promoters shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prize/s except for any liability which cannot be excluded by law. Neither are the Promoters responsible for any incorrect or inaccurate information, either caused by the entrant or for any of the equipment or programming associated with, or utilised in this competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition, including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite failure, theft or destruction or unauthorised access to, or alteration of, entries, and reserves the right to take any action that may be available.

6.2 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 other causes beyond the reasonable control of the Promoters, which corrupt or affect the administration, security, fairness, integrity or proper conduct of this promotion, the Promoters reserve 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 written directions given under State Legislation.

6.3 Except for any liability that cannot be excluded by law, the Promoters (including its officers, employees and agents) excludes all liability (including negligence) for any personal injury or loss or damage (including loss of opportunity) whether direct, indirect, special or consequential, arising in any way out of the promotion, 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) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after receipt by the Promoters) due to any reason beyond the reasonable control of the Promoters.
- d) any variation in prize value to that stated in these conditions of entry;
- e) any tax liability incurred by a winner or entrant;
- f) the broadcast of any program relating to the competition or the publication of any material, including statements made by any compere, staff member, journalist, other entrants or any other person; and/or
- g) participation in the prize.

6.4 Once prizes have left the Promoters' premises, the Promoters and their associated agencies take no responsibility for prizes damaged, delayed or lost in transit.

6.5 The Promoters reserve the right, in their sole discretion, to disqualify any individual who the Promoters have reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoters' legal rights to recover damages or other compensation from such an offender are reserved.

## 7. PRIVACY CONSENT

7.1 To provide you with this promotion, the Promoters need to collect personal information about you and access your social media profile/s and personal details attached to such profiles. If you do not provide the information requested, the Promoters may not be able to provide you with the promotion entry.

7.2 Each entrant agrees that subject to the Privacy Act, the Promoters or its agents may do the following:

- a) transfer personal information confidentially to the Promoters or other organisations that provide services in relation to this promotion;
- b) disclose personal information to State and Territory lottery departments;
- c) publish the winners' names as required under applicable law; and/or
- d) use the prize winners' personal information in any media for publicity purposes associated with the promotion without any further payment or other compensation, unless the prize winner otherwise notifies the Promoters at the time of accepting the prize.

7.3 Entry details remain the property of the Promoters, and their related entities and are collecting the entrant's personal information for the purpose of conducting and promoting this competition (including but not limited to determining and notifying winners). The entrant may request access to his or her personal information by writing to Lovatts Media Marketing and Communications Manager at Lovatts Media, 100-102 Terrigal Esplanade, Terrigal Beach NSW 2260.

## 8. PROMOTER'S DETAILS

8.1 The Promoters are Lovatts Media Pty Ltd (ABN 99 003 314 681) 100-102 Terrigal Esplanade, Terrigal Beach NSW 2260.

8.2 This is a game of chance. Authorised under permit numbers NSW: LTPM/19/04830 ACT: TP 19/04083