

WIN - Have a Spooktacular Halloween with Nelson Alexander

Nelson Alexander – Halloween Prize Pack Competition

Terms and Conditions

By entering into the draw to win the Prize, you (Entrant) acknowledge and accept the following terms and conditions.

1. Promotion: Nelson Alexander – Halloween 2020 Competition
2. Promoter: Nelson Alexander, 237 Young Street, Fitzroy 3065; ABN 39 631 884 483
3. Promotional Period Open Date: Opens 6 October 2020, at 12:00pm (AEST)

Close Date: 25 October 2020 at 5:00pm (AEST)

4. Entry Restrictions

Entrants must be:

- Be between 3 -12 years of age; and
- Residents of Victoria, Australia.

Entrants must not be employees, or immediate family members, of Nelson Alexander

5. Entry Procedure: To be entered into Promotion, Entrants must, during the Promotional Period entrants submit their details via the entrance form on Nelson Alexander.

Visit the Nelson Alexander website and, complete the form found at

www.nelsonalexander.com.au/Halloween2020

- The Eligible Entrants will go into the random draw to win the Prize at the end of the promotion.
- The Promoter will draw the winning entry from the combined group of Eligible Entrants at random.
- Entries must be uploaded by the Entrant's parent or guardian at www.nelsonalexander.com.au/Halloween2020

6. Maximum Entries per person

- Maximum of one entry per person

The Promoter reserves the right in its absolute discretion to disqualify any Entrant who exceeds the Maximum Entries.

7. Major Prize Draw Time and Location: Major Prize Draw Date: 26 October 2020 Time: 11:00am (approx.)

8. Prize Provider

Nelson Alexander will be providing 1 x Halloween pack, chosen by the entrants age group.

9. Prize

There are 16 Nelson Alexander Halloween bags to be won (8, 3-7 packs and 8, 8-12 packs) selected on entrants age group.

Each winner will receive 1 x Halloween pack, chosen by the entrants age group.

10. Prize Restrictions

- The Prize cannot be transferred or exchanged for cash.
- The Prize is subject to any terms and conditions imposed by Nelson Alexander and must be used by the expiry date.

11. Notification of Winners

The winner will receive notification by email to the email address provided at the time of entry during one of the prize draw dates.

The winner's name will be published on the Nelson Alexander website at:

www.nelsonalexander.com.au/Halloween2020

12. Additional Terms

- a) By entering the Promotion, the Entrant accepts these terms and conditions and agrees to the Promoter's Privacy Policy, each as amended from time to time and available on the Promoter's website.
- b) Participants consent to their personal information (as that term is defined in the Privacy Act 1988) being used for direct marketing by the Promoter and Prize Provider, distribution by the Promoter and uses approved in the Privacy Policy.
- c) Throughout the Promotional Period the Promoter may contact Entrants to interact with them for the purpose of appraising their rental in relation to the Promotion.
- d) Entrants may be required by the Promoter and Prize Provider to participate in photo, recording, video and/or film session(s) and acknowledge that they assign, by way of present assignment of future copyright, the right to use such publicity materials in any medium (including, without limitation, the internet) and in any reasonable manner it sees fit.
- e) It is a condition of Entry that the Promoter and Prize Provider have the right to publicise, broadcast and communicate to the public the names, characters, likenesses or voices of Entrants for any promotion or matter incidental to the Promotion. By agreeing to enter, all Entrants consent to

their Entry broadcast on social media and other digital conversations. Entrants will not be compensated for this use.

- f) The Promoter and its representatives may conduct security and verification checks in their absolute discretion to determine the Entrant's eligibility to enter the Promotion.
- g) If an Entrant be deemed by the Promoter to be ineligible, the Entrant may not participate further in the Promotion.
- h) The Promoter is not responsible for any problems or technical malfunction of any network or lines, computer online systems, communication network, computer equipment, software, technical problems or traffic congestion online, including any error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise preventing Entrants from successfully participating in the Promotion.
- i) All decisions are at the discretion of the Promoter and no discussion or correspondence will be entered into in this regard.
- j) If the Promotion is not capable of being conducted due to circumstances beyond the Promoter's control, including due to any technical or communications problems, the Promoter reserves the right to amend, suspend or cancel the Promotion subject to approval from any relevant authority.
- k) The Prize will be awarded as specified in the Prize details. If a Prize is unavailable for any reason, the Promoter, at its discretion, may substitute it for another item of equal value. The Prize is subject to any Prize Restrictions specified above. All Prize values stated are the recommended retail value as provided by the supplier, are in Australian dollars, is inclusive of GST and are correct at the time of preparation of these terms and conditions.
- l) All Prizes and parts of the Prize are subject to availability, non-transferable and non-exchangeable, must be used on or by any dates specified in these terms and conditions and as stipulated by the Prize Provider and are not redeemable for cash.
- m) Unless otherwise stipulated in this agreement, if the Prize must be used on a specific date (Expiry), and the Winner is unable to use it on that date, the Winner will forfeit the Prize and the Promoter may draw a new winner in its absolute discretion on or before expiry.
- n) If a Winner fails to collect their Prize within 2 weeks of the draw (or as otherwise specified in these terms), the Winner forfeits any rights to the Prize and the Promoter may, in its absolute discretion, conduct a re-draw for the Prize or withdraw the Prize.
- o) The Promoter and Prize Provider will not be responsible or liable if, for any reason beyond their reasonable control, any element of any Prize is not provided. The Promoter will not be liable for any damage to or delay in transit of Prizes, or for any compensation in relation to those Prizes.

- p) A winner has rights under the Australian Consumer Law and other similar legislation which cannot be excluded, restricted or modified by the Promoter. These rights include a statutory guarantee that any services provided by the Promoter will be rendered with due care and skill and that any goods will be of acceptable quality. These Conditions of Entry do not exclude, restrict or modify those statutory rights in any way. However, to the extent it is permitted by law to do so, the Promoter makes no representations or warranties, express or implied, other than the Australian Consumer Law, regarding the quality and suitability of the Prize awarded under these conditions of entry and will not be responsible for breach of any such implied terms.
- q) The Promoter and its agencies and representatives associated with this Promotion, including any Prize Provider, will not be liable for any loss (including but not limited to indirect or consequential loss), damage or personal injury which is suffered or sustained (including without limitation to that caused by any person's negligence) relating to this Promotion or the awarding or taking of the Prizes except for any liability which cannot be excluded by law (in which case liability is limited to the minimum amount allowable by law).
- r) The Promoter and Prize Provider accept no responsibility for any tax implications that may arise from winning of the prizes. Independent financial advice should be sought. The Promoter takes no responsibility for variations in the Prize value.