

COMPETITION TERMS AND CONDITIONS

POLYFLOR - MONTHLY GIVEAWAY

By submitting an entry into this promotion, you accept and agree to these terms and conditions and [privacy policy](#). If you do not agree with any of these terms and conditions or the privacy policy, then you should not submit an entry. We recommend that you print and store or save a copy of these terms and conditions for future reference.

Who is running this promotion?

1. The promoter is Polyflor Australia Pty Ltd (ABN 68 007 134 518) of 101 Prosperity

Way, Dandenong South VIC 3175. Telephone 1800 777 425. Email Sales@polyflor.com.au (the “**Promoter**”).

Who is eligible to enter this promotion?

2. This promotion is only open to Australian residents aged 18 or over.
3. This promotion is not open to any of the Promoter’s employees or any subsidiaries, affiliates and suppliers, or their immediate family.

What is the closing date?

4. This promotion is open from 12:00AM AEST on 01/10/2023 to 11:59PM AEST on 30/06/2024 (the “**Promotion Period**”).

How do you enter?

5. To enter, you must, during the Promotion Period:

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| (a) Buy any floor manufactured by the Promoter (“ Floor ”) from any of the Promoter’s retailers (“ Retailer ”) in Australia (1 entry per itemised receipt). |
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1. Complete any of the following to receive additional entries:
 1. purchase any Kiesel-branded preparation product with your Floor (1 entry per itemised receipt);
 2. purchase the Pureflor Starter Kit with your Floor (1 entry per itemised receipt); and/or
 3. leave a review for the Retailer that you purchased products from to enter this promotion, on the Retailer's website or Google Maps review section (1 entry for the review, which must not be removed or hidden from the public).

(c) Complete all required details on the [entry form](#) and upload your itemised receipt showing proof of purchase of the above ("**Entry Form**"). Invoices must show the product(s) purchased, Retailer's name and date of purchase.

6. The date the Promoter receives your Entry Form is the date of your entry.
7. The Promoter may at any time verify the validity of entries and disqualify any entrant whose entry is not in accordance with these terms and conditions.
8. You should retain your itemised receipts until this promotion has ended. The Promoter will remove from the promotion any entry that is illegible and unable to be supported by a clear itemised receipt showing the entry requirements have been met.
9. Any entries which do not comply with these entry requirements or contain any third-party intellectual property without prior informed consent from the rights holder, or contain any abusive, inappropriate, offensive or obscene language or imagery will be removed from the promotion. Examples of language/images considered to be inappropriate, offensive or obscene, include (but are not limited to):
 1. any message/image which contains swearing, or comments or actions which appear to be discriminatory of any person, company or group of individuals, for example comments of a racist, sexist or homophobic nature;
 2. sexual innuendo, sexual language or sexual acts, actions or gestures;
 3. promoting any illegal unlawful activity such as drug use;
 4. any message that appears to be an advertisement or solicitation to buy; or
 5. any materials (whether written or visual) that directly or indirectly relate to the Promoter's competitor brands or that show any intention of promoting any brand other than the Promoter's brand.

How many entries can you have?

10. You can receive a maximum of 4 entries for an Entry Form that satisfies all of the requirements in clause 5 above. You can only submit a maximum of 3 Entry Forms per month during the Promotion Period – each Entry Form must contain a different itemised receipt.
11. Automated entries, bulk entries or third-party entries will be removed from the promotion.

What are the available prizes?

| Prize | RRP | Quantity | Total |
|--|----------------|----------|------------------|
| Tempur Pro Mattress – Single, Queen or King size, in any feel, and | Up to \$13,000 | 27 | \$351,000 |
| 21cm Pro height. Comes with a 10-year replacement guarantee. | | | |
| Tempur Comfort Pillow | \$299 | 180 | \$53,820 |
| Total prize pool | | | \$404,820 |

12. The prizes are not transferrable for cash, credit or equivalent.
13. The Promoter reserves the right to substitute a prize that becomes unavailable with another product of equal or greater value.

How will the winners be selected?

14. This promotion is a game of chance.
15. The Promoter will conduct a monthly random draw using an approved electronic draw system for all entries received in each calendar month during the Promotion Period. The draws will be conducted at 101 Prosperity Way, Dandenong South VIC 3175.
16. Each entry will only be entered into one monthly draw and will not be carried over to subsequent monthly draws.
17. There will be a total of 9 draws:

| Calendar month | Date and time of draw | Number of winners of 1x mattress | Number of winners of a set of 2x pillows |
|----------------|---------------------------|----------------------------------|--|
| October 2023 | 8 November 2023, 3pm AEDT | 3 | 10 |

| | | | |
|---------------|---------------------------|---|----|
| November 2023 | 7 December 2023, 3pm AEDT | 3 | 10 |
| December 2023 | 8 January 2024, 3pm AEDT | 3 | 10 |
| January 2024 | 7 February 2024, 3pm AEDT | 3 | 10 |
| February 2024 | 7 March 2024, 3pm AEDT | 3 | 10 |
| March 2024 | 8 April 2024, 3pm AEST | 3 | 10 |
| April 2024 | 7 May 2024, 3pm AEST | 3 | 10 |
| May 2024 | 7 June 2024, 3pm AEST | 3 | 10 |
| June 2024 | 5 July 2024, 3pm AEST | 3 | 10 |

18. In each draw, the first 3 entries drawn will win the mattress prize, the next 10 entries drawn will win the pillows prize, and the next 13 entries drawn will be reserve winners in the event any prize is not redeemed by the Redemption Deadline specified in clause 20.

How will the winners be notified and redeem the prize?

19. The Promoter will notify the winners of each draw via email by 5pm AEST/AEDT (as applicable) on the date that is 7 days after the date of the draw.
20. To redeem the prize, each winner must reply to the Promoter's email within 14 days ("**Redemption Deadline**") to confirm an appropriate time for delivery of the prize and, for mattress prizes, the requested size and feel of the mattress.
21. Please allow up to 30 days for the Promoter to deliver the prize. The Promoter will arrange for delivery of the prize (at its cost) to the address in Australia you provided in your entry. The Promoter is not liable for any other additional or incidental costs associated with winning a prize.
22. If any prize is not redeemed by the Redemption Deadline, the Promoter will notify the next reserve winner drawn in accordance with clause 18 via email by 5pm AEST/AEDT (as applicable) on the date that is 7 days after the Redemption Deadline.

23. Clauses 20 - 22 apply in relation to the reserve winner, and will repeat until all prizes are redeemed.
24. The Promoter will publish the winners on [this page](#) within 30 days of the date of the draw.

How is your personal information used?

25. Any personal information submitted to the Promoter will be collected, used, disclosed and held in accordance with the *Privacy Act 1998* (Cth).
26. The Promoter will use the personal information you provide for the purpose of running and advertising the Promotion, including arranging delivery of the prize, and general marketing purposes if you opt in to receiving marketing communications from the Promoter. If you do not provide any personal information requested, you will be ineligible to enter the promotion.
27. The Promoter may disclose your personal information to Tempur Australia Pty Ltd and its subcontractors for the purpose of delivering a prize to you.

28. You can visit the Promoter's privacy policy to access or correct your personal information, or make a complaint about a breach of the Australian Privacy Principles.

General

29. The Promoter is not responsible for:
 1. late, lost, mechanically reproduced, incomplete or illegible entries;
 2. unavailable or interruptions in network connections, or failed, incomplete, or delayed computer transmission;
 3. hardware, software or other technical malfunctions or disturbances; or
 4. any other communications failures or circumstances affecting or disrupting the promotion in any manner.
30. Nothing in these terms and conditions limits, excludes or modifies the statutory consumer guarantees as provided under the Australian Consumer Law (contained in Schedule 2 of the *Competition and Consumer Act 2010* (Cth)), or any other applicable implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("**Non-Excludable Guarantees**").
31. Except for the Non-Excludable Guarantees, the Promoter excludes all liability for any loss, damage, claim, cost or expense that you suffer in connection



with the promotion or a prize, including indirect, special, economic or consequential loss, negligence, and liability for personal injury or death.

32. If the promotion is affected or disrupted in any way due to circumstances beyond the Promoter's control, the Promoter reserves the right to cancel or modify the promotion and/or disqualify any entrant who tampers or interferes with the promotion, subject to regulatory approval.

33. The Promoter's decision is final, and no correspondence will be entered into.

34. This promotion is governed by the laws of Victoria, Australia.

ACT Permit No. TP 23/01800.2, SA Licence No. T23/1370, NSW Authority No. TP/02929.