

## **CoolPod Competition Terms and Conditions**

Participation/entry in this promotion is deemed acceptance of these terms and conditions. Information on how to enter and prizes form part of these terms and conditions.

### **Who can enter**

This promotion is only open to Australian residents only who are aged 13 years and over.

### **The prizes**

The winner will receive a CoolPod product pack valued at \$100

Prize includes:

- Freezable Square Lunch Bag
- Yougurt Cooler Bag
- Yoghurt Cooler Pouch
- Freezable Mutli Purpose Cooler Bag
- Freezable Rectangular Lunch Bag
- Freezable Wine Cooler Bag

Total prize value =\$100

Postage also included.

Prizes are not transferable or exchangeable and cannot be taken as cash.

### **How to enter**

Entrants are required to upload their answer to Facebook or Instagram on the CoolPod accounts –The question to be answered is “Tell us why you want to win a CoolPod Gift pack”

All entries must include #CoolPod in their answer.

Promotion commences at 4pm Monday 11<sup>th</sup> December 2017 and closes at midnight (AEST) on Wednesday December 20<sup>th</sup> at midnight

### **Rules**

- All requirements must be followed to be eligible.
- Written responses must not be offensive in nature.

- Responses deemed offensive and inappropriate by the promoter will be removed and disqualified.
- Comments on social media relating CoolPod or this competition which are deemed offensive and inappropriate by the promoter will be removed and disqualified.
- CoolPod have the right to publicise and share any responses and comments submitted for this competition.
- All entries must be received by midnight (AEST) on Wednesday December 20th 12 midnight
- The competition is not open to staff of CoolPod

### **The Promoter**

The promoter of this promotion is CoolPod and can be contacted via email at [info@coolpod.com.au](mailto:info@coolpod.com.au)

### **Promoter's rights with respect to entries and entrants**

The Promoter reserves the right, at any time, to verify the validity of entries and the identity of entrants (including an entrant's name, age and place of residence); and to disqualify any entrant who:

- submits an entry that is not in accordance with these terms and conditions
- tampers with the entry process.

If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the promoter, the promoter reserves the right, in its sole discretion, to the fullest extent permitted by law:

To disqualify any entrant; or subject to any written directions from a regulatory authority, to take such steps as the promoter considers reasonably necessary to address the interference or change of circumstances which may include modification, suspension, termination or cancellation of the promotion.

If there is a dispute as to the identity of an entrant, the promoter reserves the right, in its sole discretion, to determine the identity of the entrant.

Failure by the promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

The promoter reserves the right to offer bonus entry incentives throughout the course of the promotional period

The winners will be decided at 12pm noon (AEST) Thursday December 21st at CoolPod Head Office in Malvern.

Prize winners will be chosen by the CoolPod marketing team.

The decision is final and no correspondence will be entered into.

All prize winners' names will be published on our social media platforms and prize winners are required to contact our team at [info@coolpod.com.au](mailto:info@coolpod.com.au) to claim the prize.

The promoter's decision in relation to any aspect of this promotion, including with respect to any aspect of the draw and the prize winners, is final and binding and no correspondence will be entered into. By accepting the prizes, the prize winners agrees to cooperate with the promoter in regard to further promotion, marketing and publicity purposes.

### **Unavailable and unclaimed prizes**

If any prize is unclaimed by midday on Thursday 21<sup>st</sup> December at 12 noon a draw for any unclaimed prizes may take place Thursday 21<sup>st</sup> December at 4pm at the same place as the original draw, subject to any directions from a regulatory authority. The winner will be notified via our social media channels and will be responsible for contacting our team.

If for any reason this promotion does not run as planned by the promoter or is likely not to run as planned by the promoter, the promoter may take such steps as it considers reasonably necessary to manage the risks associated with the divergence which may include modification, suspension, termination or cancellation of the promotion, subject to the approval of all relevant State and Territory Lottery Departments.

### **Privacy and Consent of the entrant**

Entrants consent to the promoter using the entrant's name, likeness, comments, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media without remuneration for the purpose of promoting this competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the promoter or its related companies for a period of 6 months (commencing on the day after the entrant is declared a winner).

The promoter will use your personal information to enter you into the draw, to participate in the promotion and for general marketing purposes. You do not have to give the promoter the information requested but if you do not, the promoter will not be able to enter you into the draw. You may request access at any time to personal information held by the promoter about you and ask the promoter to correct it if you believe it is incorrect or out of date.

The entrant is solely liable for the costs he or she incurs in entering the promotion and claiming a prize.

### **Liability of the promoter and others**

Neither the promoter nor its officers, employees or agents are liable for:

A personal injury or distress caused by a prize; or

Any loss, damage or expense (including loss of opportunity) suffered directly or indirectly as a result of entering or winning the promotion, except for injury, loss, damage or expense caused by the fraud, gross negligence or breach of contract by the promoter.

Neither the promoter nor its officers, employees or agents are liable for any loss, damage or expense (including loss of opportunity) suffered directly or indirectly in connection with a prize that is lost (including but not limited to lost in transit), stolen, damaged or delayed.