

“THE BIG GIMMIE GIVEAWAY” PROMOTION

TERMS AND CONDITIONS

1. Information on how to enter and the prize(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
 2. Entry is only open to Australian residents aged 18 years or over.
 3. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
 4. Entries into the promotion open on 17/10/21 and close at 11:59PM AEDST on 14/11/21 (“**Promotional Period**”).
 5. To enter entrants must follow the Promoter on Facebook (<https://www.facebook.com/shopgimmie>) OR Instagram (<https://www.instagram.com/shopgimmie/>) and then complete the following steps during the Promotional Period:
 - a. like the Promoter’s post, promoting this promotion on either Facebook OR Instagram;
 - b. visit <https://gimmie.com.au/big-gimmie-giveaway>
 - c. follow the prompts to the promotion entry page;
 - d. input the requested details including first name, last name, email address, mobile number and postcode;
 - e. agree to receive marketing from Promoter; and then.
 - f. submit fully completed entry form.
- Once the form has been successfully completed, entrants will automatically be entered into the draw.
6. Only one (1) entry is permitted per person.
 7. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant’s identity, email address and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter’s discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter’s legal rights to recover damages or other compensation from such an offender are reserved.
 8. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries/votes submitted by that entrant invalid.
 9. The Promoter’s decision is final and no correspondence will be entered into.
 10. Incomplete or indecipherable entries will be deemed invalid.
 11. 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.

12. The draw will take place at Anisimoff Legal, Suite 5, Erina Plaza, 210 Central Coast Highway, Erina NSW 2250 Australia at 11:00AM AEDST on 15/11/21 in the presence of an independent scrutineer. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. Winners will be notified by telephone and by email and their names will be published in The Australian, online at gimmie.com.au and on the Promoter's social media pages from 22/11/21.
13. The first valid entry drawn will win a Gimmie Gift Voucher worth \$10,000 ("**Major Prize**").
14. The next five (5) entries drawn will each win a Gimmie Gift Voucher worth \$1,000 ("**Minor Prize**").
15. Gift voucher will be linked to the winner's email address and redeemable via coupon code. Subject to the unclaimed prize draw clause, if for any reason, a winner does not redeem/use their prize on or before 28/02/22, then the prize will be forfeited.
16. Any ancillary costs associated with redeeming a gift voucher is not included. Any unused balance of a gift voucher will be forfeited and will not be awarded as cash. Redemption of a gift voucher is subject to any terms and conditions of the Promoter including those specified on the gift voucher itself.
17. Gift vouchers must be used at gimmie.com.au in a single transaction. Voucher cannot be used on Apple products, Dyson branded products, tablets or mobile Phones. Some exclusion zones may apply for the delivery of items, however the Promoter will make best efforts to accommodate delivery to winners. Promoter's standard terms and conditions of purchases will apply to items purchased with a Major Prize or Minor Prize.
18. In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered.
19. If a prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
20. A draw for any prizes, if unclaimed, will take place on 15/02/22 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winners (if any) will be notified by telephone and by email and their names will be published in The Australian, online at gimmie.com.au and on the Promoter's social media pages from 21/02/22.
21. Prizes are not transferable or exchangeable and cannot be taken as cash.
22. The total prize pool is valued at \$15,000.
23. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
24. 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, including but not limited to technical difficulties, pandemic, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.

25. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
26. Entry and continued participation in the promotion is dependent on entrants following and acting in accordance with the Facebook Statement of Rights and Responsibilities, which can be viewed at www.facebook.com/terms.php.
27. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram. Entrants understand that they are providing their information to the Promoter and not to Facebook or Instagram. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Facebook or Instagram. Facebook or Instagram will not be liable for any loss or damage or personal injury which is suffered or sustained by an entrant, as a result of participating in the promotion (including taking/use of a prize), except for any liability which cannot be excluded by law.
28. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.
29. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (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 their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of a prize.
30. Entrants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. The Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and its privacy policy which is located at <https://gimmie.com.au/privacy-policy/>. The Promoter's privacy policy contains information about how the entrant may access, update and seek correction of the personal information the Promoter holds about them and how the entrant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. The Promoter collects personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. Personal information collected from entrants will not be disclosed to any entity located outside of Australia.
31. The promoter is The Gimmie Group Pty Ltd (ABN 38 622 633 550) of Unit 1, 23 – 25 Burchill Street, Loganholme, QLD 4129 (ph: 1800 446 643) ("**Promoter**").

NSW Authority No. TP/01323. ACT Permit No. TP21/01596. SA Permit No. T21/1449.