



PURKLE XMAS PRIZE DRAW – WIN A SHARE OF \$1000 IN PREPAID VISA CARDS

Competition commences on 1 December 2018 and closes on 11:59AM (AEDT) 17 December 2018 (the “Competition Period”). Open to Purkle members who are residents of Australia only.

TERMS AND CONDITIONS

1. Information on how to enter and the prize(s) form part of these Terms and Conditions. Entry into this promotion is deemed acceptance of these Terms and Conditions.
2. This promotion commences at 9:00AM AEDT on 1 December 2018 and closes at 11:59PM AEDT on 17 December 2018 (**Promotional Period**).
3. Entry is only open to residents of Australia aged 16 years or older who are and remain current Purkle members for the duration of the Promotional Period (**Entrants**).
4. The directors, management and employees (and their immediate families) of the Promoter and its agencies directly associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-factor 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 first cousin.
5. To receive an entry into the promotion, Entrants must, during the Promotional Period:
 - a. go to the Promoter’s website at www.purkle.com.au (**Promotional Website**); and
 - b. either complete or receive a ‘screened-out’ or ‘quota-full’ survey status from any one (1) online survey on the Promotional Website in the manner required (**Survey**).
6. All Entrants who complete, or receive a ‘screened-out’ or ‘quota-full’ survey status in a Survey during the Promotional Period will be automatically entered into the draw. Only one (1) entry per Entrant per Survey is permitted. Entries will be deemed to be accepted at the time of receipt and not the time of transmission.
7. Any costs associated with accessing the Promotional Website to enter the promotion are the Entrant’s responsibility and is dependent on the Internet service provider used.
8. The use of any automated entry software or any other mechanical or electronic means that allows an Entrant to automatically enter repeatedly for any one (1) Survey is prohibited and will render all entries submitted by that Entrant invalid.
9. The draw will take place at 11:00AM AEDT on 18 December 2018 at the Promoter’s premises. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. The winner(s) will be notified in writing and any winner(s) of prize(s) valued over \$500.00 will be published on the Promotional Website on 19 December 2018 and will remain on the Promotional Website for no less than twenty-eight (28) days. The Promoter’s decision is final and no correspondence will be entered into.

10. The three (3) valid entries drawn from all entries received during the Promotional Period will win one of the three prizes available \$500, \$300, or \$200 in Prepaid Visa Cards valued [up to] \$1000.

11. If a winner is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian on the winner's behalf.

12. The prize(s) are subject to their prevailing prize terms and conditions as advised by the Promoter and/or any applicable prize supplier.

13. Subject to the unclaimed prize draw, if for any reason any winner does not take and/or participate in the prize (or any part of the prize) at or by the time stipulated by the Promoter in its absolute discretion (as applicable), then the prize (or that component of the prize) will be forfeited. Any and all components of the prize(s) must be taken together and when offered or are forfeited.

14. All costs not expressly stated, but which may be incurred in the acceptance of, attendance at and/or participation in the prize(s) are the responsibility of the winner(s).

15. If any prize(s) include voucher(s) or card(s), any ancillary costs associated with redeeming the voucher(s) or card(s) are not included unless expressly stated. Any unused balance of any voucher(s) or card(s) will not be awarded as cash. Redemption of the voucher(s) or card(s) is subject to any terms and conditions of the issuer, including those specified on the voucher(s) or card(s), including any expiry date.

16. If any prize(s) include ticket(s) or pass(es), redemption of the ticket(s) or pass(es) are subject to the event venue and ticket terms and conditions, including any applicable age restriction.

17. Total maximum prize value is [up to] \$1000. The prize(s), or any unused portion of the prize(s) (if applicable), are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified. The prize(s) must be taken as offered and cannot be varied and winner(s) cannot choose their prize (or any part of their prize), unless otherwise specified. The Promoter accepts no responsibility for any variation in prize value. All prize values are the recommended retail price in Australian dollars including GST (where applicable).

18. A draw for any unclaimed prize(s) may take place on 17 March 2019 at the same time and place as the original draw, subject to any directions from a regulatory authority. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. The winner(s) (if any) will be notified in writing and any winner(s) of prize(s) valued over \$500.00 will be published on the Promotional Website on 18 March 2019 and will remain on the Promotional Website for no less than twenty-eight (28) days. The Promoter's decision is final and no correspondence will be entered into.

19. The Promoter reserves the right, at any time, to verify the validity of entries and Entrants (including an Entrant's identity, age 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.

20. 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.

21. As a condition of entering the promotion, Entrants consent to the Promoter using their name, likeness, image, voice and/or any supplied statement / testimonial 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.

22. As a condition of accepting a prize, the winner(s) may be required to sign any legal documentation as and in the form required by the Promoter and/or any applicable prize supplier in its or their absolute discretion, including but not limited to a legal release and indemnity form. In the event any winner is aged under 18

years, the parent or legal guardian who consented to the winner entering the promotion will be required to sign the legal documentation required under this clause on the winner's behalf.

23. If a prize (or part of a prize) is unavailable, the Promoter, in its sole discretion, reserves the right to substitute the prize (or that part of the prize) with a prize of equal or greater value in lieu, subject to any written directions from a regulatory authority.

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, 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. 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 2010* (Cth), as well as any other implied warranties under the *Australian Securities and Investments Commission Act 2001* (Cth) 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.

26. 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 or participation in the prize(s).

27. The Promoter collects personal information (**PI**) in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to related entities, agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <http://www.purkle.com.au/Privacy.aspx>. The Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the Entrants. The Privacy Policy also contains information about how Entrants may opt out, access, update or correct their PI, how Entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter may disclose Entrants' PI to selected entities outside of Australia (see the Privacy Policy for details).

28. **Promoter:** TEG Insights Pty Ltd (formerly TEG Rewards ABN 78 128 328 469) of Level 3, 175 Liverpool street, Sydney NSW 2000. Telephone:

29. **NSW Permit No. LTPM/18/03484**