

Terms and Conditions – Kool Kids Instagram competition

Win a Bespoke 90-minute Health and Nutrition Consultation with Karla Gilbert

1. Entries open 10:00am AEST Wednesday 19th February 2020 and close midnight AEST Monday 24th February 2020 (“Competition Period”).
2. To participate in this competition, participants must take a photo of themselves and/ or their children against the “Learn, Play, Grow” neon sign at the Kool Kids brand activation stand located at Robina Town Centre, Robina Town Centre Dr, Robina QLD 4230. The photo must then be shared on the participant’s Instagram page tagging @koolkidsearlylearning in both the photo and caption.
3. Participants must be following the @koolkidsearlylearning Instagram account to enter and their account must be set to public for the Competition Period.
4. The competition is open to Australian residents aged over 18 years, living within a 20km radius of Robina Town Centre except for employees of the Promoter (and immediate family members), or agencies or companies associated with or connected to the provision of the competition or the Promoter and its brands in any way.
5. Only one entry per person will be accepted. In the event of multiple entries being received from the same Instagram account, the first entry only will be accepted.
6. No purchase is necessary, however the participant will require an internet connection and access to Instagram. No refund may be claimed for expenses incurred in participating in the competition, including in relation to the use of the internet.
7. All participants are required to meet the entry requirements in order to enter the competition and participation in the competition constitutes acceptance of these terms and conditions. The Promoter reserves the right to exclude any entries that do not meet the entry requirements or where it believes such entries are inappropriate, fraudulent or based on misconduct.
8. The winning participant will win the following prize: A bespoke 90-minute food, health and nutrition consultation with Karla Gilbert at their home (which must be within a 20km radius of Robina Town Centre) or other location mutually agreed between the winner and the Promoter. The prize cannot be transferred or substituted and cannot be taken as cash. The Promoter reserves the right to provide an alternative prize in the event of unforeseen circumstances. Unless expressly stated in these terms and conditions, all other expenses associated with the prize are the responsibility of the winner.
9. There will be one (1) winner of the competition who will be selected by the Promoter as the best photo that fits with the theme of the @koolkidsearlylearning Instagram account. The Promoter will assess the entries and select the winner after the competition deadline of midnight AEST Monday 24th February 2020. The decisions of the Promoter are final and no correspondence will be entered into.
10. The Promoter will notify the winner by private message on Instagram through the @koolkidsearlylearning Instagram account by 5.30pm AEST on Thursday 27th February 2020. The winner will need to provide their email address, contact phone number and home address as instructed at the time of being notified as the Promoter’s winner. Further details will then be provided by the Promoter on how the winner may claim the prize. If the winner does not claim the prize by within 48 hours of being notified by the Promoter, they forfeit the prize and the Promoter reserves the right to select and notify a new winner. There will be one winner selected in total.



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11. Once a winner has been selected by the Promoter and the winner has claimed the prize, the Promoter will announce the winner via @koolkidsearlylearning Instagram stories and will tag the winner on the initial Instagram static of the competition.
12. The prize must be redeemed by the winner by Monday 27th April 2020 or it shall be forfeit.
13. This promotion is in no way sponsored, endorsed, administered by or associated with Instagram. The participant is providing its information to the Promoter and not to Instagram. By participating in the competition the participant agrees to a complete release of Instagram from any claims.
14. Entries must be received within the Competition Period. The Promoter accepts no responsibility for any late, lost or misdirected entries due to technical disruptions, network congestion or for any other reason.
15. The Promoter reserves the right, at any time, to verify the validity of entries and participants (including a participant's identity, age and place of residence), to disqualify any participant who tampers with the entry process or submits an entry that is not in accordance with these terms and conditions. There is no waiver of these rights if the Promoter fails to enforce these rights at any stage.
16. The winner of the prize will be required to provide proof of identification and proof of address in order to receive the prize. Proof of identification and proof of address will be required within 48 hours of being contacted in order to avoid forfeit.
17. The winner's name will be published on the Kool Kids Instagram page.
18. Entries into the competition are required to opt-in to receive communication from the Promoter in future. The winner agrees to participate in any news and media or public relations activities surrounding the competition. The winner authorizes the Promoter to use their names, voice, image, likeness for advertising and publicity purposes in any media in perpetuity worldwide without additional compensation. The winner agrees to sign such other documentation as the Promoter may require confirming these rights.
19. All entries become the property of the Promoter and the Promoter may use the photographs for the purposes of promoting the competition. By entering the competition, each entrant is taken as having consented to the Promoter using the entrant's personal information to administer the competition, announce the winner and disclosing the entrant's personal information to organisations that assist the Promoter with administering the competition and announcing the winner, and to third parties as required by law. The Promoter is bound by the Privacy Act 1988 (Cth). All personal information obtained for the purpose of this competition will be collected and used in accordance with the Promoter's privacy policy located at <https://g8education.edu.au/privacy-policy/>.
20. The Promoter (including their officers, employees and agents) excludes all liability (including negligence), for any personal injury, loss or damage whether direct, indirect, special or consequential, arising in any way out of the competition.
21. Nothing in these terms and conditions generally affects the entrant's rights at law regarding consumer guarantees to the extent that such consumer guarantees cannot be excluded by law. Except as required by law, the Promoter makes no warranties about any prizes offered as part of the competition including warranties as to the quality, merchantability or fitness for purpose of such prizes.
22. The Promoter reserves the right to withdraw or amend without notice this promotion in the event of any unforeseen circumstances outside of its reasonable control.
23. This promotion and these terms and conditions are governed by Queensland law and subject to the exclusive jurisdiction of the Queensland courts.
24. The promoter of this competition ("Promoter") is G8 Education Ltd (ABN 95 123 828 553) of 159 Varsity Parade, Varsity Lakes QLD 4227.