

## **TERMS AND CONDITIONS FOR THE KATHMANDU X MULGA PROMOTION ON CONCRETE PLAYGROUND**

Information on how to enter the Kathmandu X Mulga (“**Promotion**”) and prizes form part of these terms and conditions.

By participating, entrants agree to be bound by these terms and conditions.

### **ELIGIBILITY**

- Entry is open to residents of Australia.
- Employees and their immediate families of the Promoter and its agencies associated with this Promotion are ineligible to enter.

### **ENTRY**

- The Promotion commences at 11am AEST, Tuesday 26 October, 2021 and closes at midnight AEST, Sunday 14 November, 2021 (“**Entry Period**”). No entries will be accepted outside of the Entry Period.
- To enter, readers must submit 25 words or less response to the question.
- Entries must be received by the Promoter during the Promotional Period only.
- All entries are deemed to be received at the time of receipt by the Promoter, not the time of transmission by the Entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.

### **PRIZES AND PRIZE DRAW**

- The total prize value is \$524
- The prize consists of Kathmandu X Mulga gear:
  - 1x male tee
  - 1x female tee
  - 1x bottle
  - 1x towel
  - 1x chair
  - 1x beach shelter
  - 1x beach umbrella

### **JUDGING AND THE WINNER/S**

- The promotion will be determined as a *game of skill* with entrants being asked “Where will you be getting out there this summer - what is your favourite beach and why?”
- The Promoter will select one winner at 11.30am AEST, Monday 15 November, 2021 from all eligible entries submitted during the Entry Period.
- Selection of the winner will take place at the Sydney residence of the Promoter, 60 Elouera Road, Cronulla, NSW.

- The Promoter's panel of judges will, in their absolute discretion, determine the winner based on the originality of the entrant's answer.
- The Promoter will notify the Winner by email within 24 hours of the draw. The Winner will be asked to send the Promoter a reply email to formally accept the prize and arrange for delivery or pick up of the Prize.
- If the Winner cannot be notified (including where emails are returned 'undeliverable'), or does not make contact with the Promoter within 48 hours of notification, or cannot be verified (including where a winner's and their nominated friends age's or place of residence renders an entrant ineligible to receive the Prize), or is otherwise unable to accept the Prize, his/her selection as the Winner may be forfeited and an alternative winner may be drawn, in the Promoter's sole discretion. No financial or other consideration will be awarded to the forfeiter.
- The Promoter's decision is final and binding - no correspondence will be entered into.

## **PRIVACY**

- Information from all entries will be collected and used for the purposes of conducting this Promotion (which may include disclosure to third parties for the purpose of processing entries, contacting the Winner, arranging for delivery of the Prize and otherwise conducting this Promotion) and for publicity purposes surrounding this Promotion.
- By entering this promotion entrants agree to join the e-newsletter and mailing list for Concrete Playground.
- By entering this Promotion entrants consent to the use of their information as described. Personal information will otherwise be dealt with in accordance with the Concrete Playground Privacy Policy at <https://concreteplayground.com/sydney/privacy-policy>
- By entering this Promotion entrants agree that information from all entries will be shared with our Promotion partner, Kathmandu, and will be collected, secured and used by them in accordance with their privacy policy  
<https://help.kathmandu.com.au/support/solutions/articles/51000164488-privacy-policy>

## **GENERAL**

- 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 vaccination proof) and to disqualify any entrant who submits an entry that is not in accordance with these terms and conditions or who tampers with the entry process.
- The Promoter accepts no responsibility for late or misdirected entries. The Promoter assumes no responsibility for any failure to receive an entry as a direct or indirect result of a technical problem of any kind or any traffic

congestion on the internet or any website. Entries are deemed to be received at the time of receipt into the competition database, not at the time of transmission by the entrant. Errors and omissions will be accepted at the Promoter's discretion.

- The Prize is the sole responsibility of the Winner. Prizes are not transferable and are not redeemable for cash. In the event that any prize becomes unavailable for reasons beyond the Promoter's control, including stock availability for one or more of the Prize items, the Promoter may substitute a [Kathmandu] prize of equal or greater value.
- Participants must comply with all requirements of the Promoter including requirements specified in the Terms and Conditions. The Promoter may, at its absolute discretion, declare any or all entries made by an entrant invalid if the entrant:
  - (a) fails to establish their entitlement to enter the Promotion to the Promoter's satisfaction;
  - (b) tampers with or benefits from any tampering with the entry process or the operation of the Promotion;
  - (c) submits an entry which in the Promoter's opinion is not in accordance with these Terms and Conditions;
  - (d) acts in a disruptive manner or acts with the intent to annoy, abuse, threaten or harass any other person; or
  - (e) in the opinion of the Promoter, engages in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter.
- If for any reason any aspect of the Promotion is not capable of running as planned, the Promoter reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Promotion, or invalidate any affected entries, at any time without prior notice. Where it is practical for it to do so, the Promoter will notify entrants of such changes.
- Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) excludes all liability (including negligence) for claims, losses (including loss of opportunity), damages, injuries, costs and/or expenses, whether direct, indirect, special or consequential, suffered, sustained or incurred as a result of, or arising in any way out of, or in any way connected with, the Promotion or any prize.
- Without limiting the foregoing, the Promoter assumes no responsibility for, and the entrants release the Promoter from, any loss, claim, damage or injury to person or property if, for any reason beyond the Promoter's reasonable control (e.g. due to computer viruses, tampering, unauthorised intervention, fraud, technical failures etc.), this Promotion is not able to be conducted as planned and/or the Promotion's administration, security, fairness or integrity are corrupted or affected. Further, in such circumstances, the Promoter may modify or suspend the Promotion and/or invalidate any entries of any individual in any way involved in interfering or

tampering with the conduct of the Promotion or abusing the communication system upon which the Promotion is being conducted.

- The Promoter is Concrete Playground, 120 Bourke Street, Woolloomooloo, 2011 (ABN 25 154 344 573)