### **MONTHLY WIN PROMOTION - MARCH 2023**

**Promotion:** WIN A TRANSFORMERS EARTHSPARK PRIZE PACK (2)

**Competition Dates:** Wednesday 1 March 2023 – Tuesday 28 March 2023. The winner(s) will be notified via email on 31 March 2023. The prize(s) will be sent by Toymate or a nominated prize partner directly to the competition winners.

**Mechanic:** Simply complete the relevant Competition Entry Form via our Promotion Page and go in the draw to win the monthly prize. The Competition Entry Form is located at <a href="https://toymate.com.au/super-kids-spot/">https://toymate.com.au/super-kids-spot/</a>

Extended Terms & Conditions - WIN A TRANSFORMERS EARTHSPARK PRIZE PACK (1)

## **Terms and Conditions**

1. Information on how to enter and prize(s) form part of these Terms and Conditions. Participation in the Win a Transformers Earthspark Prize Pack competition is deemed acceptance of these Terms and Conditions.

#### **ELIGIBILITY**

- 2. Subject to conditions 3 and 4 this competition is open to residents of Australia ("Entrant").
- 3. The following are ineligible: (i) employees of the Promoter or any of the Promoters agencies that are associated with the Competition, (ii) the spouse, de facto spouse, parent, child or sibling of an excluded employee (iii) any person who the Promoter has previously notified is not permitted to enter the Competition.
- 4. Entrants must be aged over 18 years old, or if younger their entries are completed by their nominated parent or legal guardian.

#### **COMPETITION PERIOD**

5. The promotion commences 9am (AEST) on Thursday 9 January 2023 until 11.59pm (AEST) Wednesday 28 February 2023 ("Competition Period"). The winner will be notified by 3 April 2023 via the email address provided on the Competition Entry Form. The prize pack will be sent to the winner by Toymate or a nominated prize partner.

# **HOW TO ENTER**

- 6. To enter, eligible Entrants must complete all the mandatory fields in the Competition Entry Form located in the following website location <a href="https://toymate.com.au/monthlywin">https://toymate.com.au/monthlywin</a> and submit their entry.
- 7. There is a limit of one (1) entry per eligible Entrant permitted during the Competition Period.

## **PROMOTER'S RIGHTS TO ENTRIES**

- 8. By submitting an eligible Entry, each eligible Entrant and nominated parent or legal guardian:
- (a) Agreeing to join the Toymate database and receive their e-communication and
- (b) Agreeing to join the Toymate loyalty Program the 'Mates' Program and for their details to be submitted into the Toymate customer and loyalty databases and
- (C) You have read and agree to the Toymate Privacy Policy located at <a href="https://toymate.com.au/help-centre/privacy-policy">https://toymate.com.au/help-centre/privacy-policy</a>

#### **JUDGING AND JUDGING CRITERIA**

- 9. There will be one (1) winner selected.
- 10. This is a game of chance and skill plays no part in determining the winner.

#### **PRIZES**

11. Prize: Transformers Earthspark Prize Pack including Transformers EarthSpark Spin Changer Optimus Prime and Mo Malto, Transformers EarthSpark 1 Step Flip Changer and Transformers EarthSpark Deluxe Class.

Total prize is valued at \$152.95.

- 12. Prizes must be accepted as awarded, and are not transferable, assignable or otherwise convertible to cash. Prizes must be taken as offered and cannot be varied.
- 13. If a prize (or part of a prize) is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize (or that part of the prize) for a prize of equal or greater value.

#### **GENERAL**

- 14. 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.
- 15. If this competition 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) to modify, suspend, terminate or cancel the competition, as appropriate.

#### **RELEASE**

- 16. By entering this competition, each eligible Entrant (and his/her nominated parent or legal guardian) releases the Promoter and all of the other Released Parties from any liability in connection with his/her participation in the competition, and, as applicable, with the prizes.
- 17. The Promoter and the other Released Parties will not be responsible for late, lost, illegible, falsified, damaged, misdirected, mutilated, garbled or incomplete entries or prize claims (all of which are void).

## **PRIVACY POLICY**

18. The Promoter collects personal information ("PI") in order to conduct the competition and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers and prize suppliers. 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 <a href="https://www.toymate.com.au/privacy-policy">www.toymate.com.au/privacy-policy</a>. The Privacy Policy also contains information about how nominated parent / legal guardians of Entrants may opt out, access, update or correct their PI, how nominated parent / legal guardians of 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 will not disclose Entrant's personal information to any entity outside of Australia.

19. The Promoter is H and D Retail Pty Ltd Trading as Toymate Pty Ltd (ABN 90 133 685 426) of Level 8, 55 Grafton Street, Bondi Junction 2022