



COMPETITION TERMS & CONDITIONS

General

1. The competition is a game of chance.
2. The material used to market and promote the competition forms part of the competition terms. If there is an inconsistency between the material used to market and promote the competition and the competition terms, the competition terms prevail.

Eligibility to enter

3. During the competition period, anyone may enter the competition, provided that they are:
 - a. over 18 years of age;
 - b. a resident of Australia; and
 - c. not an employee or immediate family member of the promoter or an agent of the promoter who is connected with the competition.

Competition Details

4. To enter, entrants must register their email address on Kiindred's H&M And You Hub (<https://www.kiindred.co/hm>) to have the opportunity to win 6 x \$200 H&M Gift Cards. One winner will be drawn for every month (March to August). The draw will take place on the first day of the following month at 12pm (starting on the 1st April)

The competition commences on 11/03/2022 and concludes on 31/08/2022.

5. An entry will be deemed invalid if it;
 - i. is illegible, incomprehensible, offensive or incomplete; or
 - ii. includes objectionable, profane, insulting, inflammatory or defamatory material
 - iii. violates our social media policy or any law or code

The promoter may disqualify any entrant who:

- a. enters the competition without being eligible;
- b. tampers with the entry process;
- c. submits an entry that is not in accordance with the competition terms; or
- d. in entering the competition, engages in conduct which is fraudulent, misleading, deceptive or damaging to the goodwill or reputation of the competition or the promoter.

Drawing winners

- g. The promoter will draw the winner from the pool of valid entrants at the draw time on the draw date at the draw address
- h. The first drawn valid entry the promoter draws is the winner, subject to the promoter's rights
- i. The promoter will notify the winner within 5 days after the draw date. The promoter will post the winner's name and city or town on Kiindred's social account within 5 days after the draw date.

Awarding prizes

6. The promoter may request that the winner provide proof of identity, proof of age and proof of residency to the promoter's reasonable satisfaction before awarding the prize. If the winner does not provide proof of identity, proof of age or proof of residency to the promoter's reasonable satisfaction within 2 weeks after being selected as a winner, the promoter may redraw the prize.

7. The winner must accept the prize within 2 weeks after being drawn as the winner. If the winner does not accept the prize within 2 weeks after being drawn as the winner, the promoter may redraw the prize.

8. In consideration of the promoter awarding the prize to the winner, the winner:

- a. consents to the promoter using his or her name, likeness, image, voice and entry in any marketing and promotion of the competition, the promoter or the promoter's business;
- b. agrees to use the prize in accordance with the supplier's specified requirements; and
- c. agrees that the prize is not transferable or exchangeable and cannot be taken as cash.
- d. If the prize is unavailable, the promoter may substitute the prize with another prize, provided that the substitute prize is of the same or similar value or specification as the original prize.

Further draw

9. If the winner does not provide proof of identity, proof of age or proof of residency to the promoter's reasonable satisfaction within 2 weeks after being selected as a winner or if the winner does not accept the prize within 2 weeks after being drawn as the winner, the promoter may conduct a further draw from the pool of remaining valid entrants at the draw time on the further draw date at the draw address.

10. The first drawn valid entry the promoter draws is the winner, subject to the promoter's Rights.

11. The promoter will notify the winner within 2 days after the further draw date. The promoter will post the winner's name and city or town on the website within 2 days after the further draw date.

Force majeure

12. If there is a force majeure event which prevents or materially and adversely affects the promoter's ability to market, promote and run the competition in accordance with the competition terms, the promoter may cancel, terminate, modify, suspend or postpone the competition.

Liability

13. The promoter is not liable for any loss, expense, damage or liability suffered or incurred by entrants and winners in connection with the competition, including:

- a. Any late, lost, altered, damaged or misdirected entries or prize acceptance, including delays due to technical disruptions or network congestion;
- b. any incorrect or inaccurate information caused by equipment or programming associated with or utilised in the competition;
- c. any technical error, including any omission, interruption, deletion, defect, delay in operation or transmission or communications line, telephone, mobile or satellite network failure; and
- d. any theft, destruction, unauthorised access to or alteration of entries; and
- e. any use of the prize or any tax liability incurred by the winner as a result of accepting the prize.

14. Nothing in this set of terms is intended to limit entrants' or winners' rights under the Australian Consumer Law 2010.

15. This promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram and Instagram is not liable for any loss, expense, damage or liability suffered or incurred by entrants and winners in connection with the competition, including anything detailed in this agreement.

Personal information

16. The promoter collects personal information about entrants in order to run the competition and comply with the permits. The entrant's consent to have their personal information shared with the partner, H&M Australia, for the purposes of contacting them in the event they are drawn as the winner of the competition, as well as for future marketing and promotional activity. The promoter uses and manages entrants personal information in accordance with its privacy policy.

17. In the competition terms, the following words have the following meanings:

Word Meaning

Competition – The \$200 H&M Gift Card

Competition period From 00:01am AEST 11/03/2022 to 11:59pm AEST 31/08/2022

Draw time 12:00pm AEST

Draw date – The 1st of the following month

Draw address 11/151 Foveaux Street, Surry Hills, NSW 2010

Force majeure event an event which is beyond the control of the promoter, including:

- (a) vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war or terrorism; and
- (b) An infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this promotion

Immediate family: member spouse, ex-spouse, de-facto spouse, child, step-child, parent, step-parent, grand-parent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.

Permits

N/A

Prize

The prize includes 6 x \$200 H&M Gift Cards. The Winner will be contacted through their supplied email address to confirm prize mechanics.

Promoter

Kiindred

85 608 952 558

11/151 Foveaux Street, Surry Hills, NSW 2010

Website <https://kiindred.co>