

“BRITAX INSTAGRAM” PROMOTION

TERMS AND CONDITIONS

1. Information on how to enter and the prize(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is open to residents of Australia.
3. Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this promotion.
4. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto 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 1st cousin.
5. Entries into the promotion open on 01/12/23 and close at 11:59pm AEDST on 14/12/23 (“**Promotional Period**”).
6. To be eligible to enter, entrants must, during the Promotional Period, visit the Promoter’s Instagram page at <https://www.instagram.com/britaxaustralia/?hl=en>.

To receive one (1) entry into the draw, entrants must locate the Promoter’s Instagram post advertising this promotion, and like the post.
7. Multiple entries permitted, subject to the following: (a) only one (1) entry permitted for liking and tagging two friends the Promoter’s post.
8. 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.
9. 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.
10. The draw will take place at Britax Head Office, 4/650 Lorimer Street, Port Melbourne 3207 on 15/12/23 at 11:00am AEDST. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. Winner will be notified by Instagram direct message within seven (7) days and their names will be published online at <https://www.britax.com.au/> and on the Promoter’s Instagram page on 15/12/23.
11. The Promoter’s decision is final and no correspondence will be entered into.

12. The first three valid entries drawn will each win a Britax and Ergo Pouch Baby Prize Pack, valued at \$AUD730, which includes:
 - 1 x Britax Safe-n-Sound b-pod Baby Capsule valued at \$AUD549;
 - 1 x Ergo Pouch Newborn Cocoon Swaddle Bag in 1.0 TOG valued at \$AUD49.95;
 - 1 x Ergo Pouch Newborn Long Sleeve Layer in 1.0 TOG valued at \$AUD39.95;
 - 1 x Ergo Pouch Butterfly Cardi in 0-3M valued at \$AUD24.95; and
 - 1 x Ergo Pouch Drift Away White Noise Machine valued at \$AUD64.95.
13. Prize does not include set up or installation of any products. Set up and installation costs (if any) are the winner's responsibility.
14. Subject to the unclaimed prize draw clause, if for any reason the winner does not take their prize at the time stipulated by the Promoter, then the prize will be forfeited.
15. If the prize (or part of the prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
16. Total prize pool value is \$AUD2190.
17. Prize is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
18. A draw for any unclaimed prize may take place on 21/12/23 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winner, if any, by Instagram direct message within seven (7) days and their names will be published online at <https://www.britax.com.au/> and on the Promoter's Instagram page on 15/12/23.
19. Entrants consent to the Promoter using their name, likeness, image and/or voice 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.
20. This promotion is in no way sponsored, endorsed or administered by, or associated with Instagram. Entrants understand that they are providing their information to the Promoter and not to Instagram. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Instagram. Instagram will not be liable for any loss or damage or personal injury which is suffered or sustained by an entrant, as a result of participating in the promotion (including taking/use of the prize), except for any liability which cannot be excluded by law
21. 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, pandemic, 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.

22. 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, as well as any other implied warranties under the ASIC Act 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.
23. 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 a prize.
24. 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 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 <https://www.britax.com.au/pages/privacy-policy/#:~:text=Britax%20only%20uses%20your%20Personal,us%20or%20through%20other%20retailers>. In addition to any use that may be outlined in the Promoter's Privacy Policy, 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 entrant. 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. Unless otherwise indicated by the Promoter, the Promoter will not disclose PI to entities outside of Australia.

The Promoter is Britax Childcare Pty Ltd (Britax) (ABN 55 006 773 600) of L4, 650 Lorimer St Port Melbourne, VIC 3207 telephone 1300 303 330 ("**Promoter**").