



ResMed Pledge to Win Competition Terms and Conditions – Game of Chance

KEY TERMS

Information on how to enter and prizes form part of these conditions. By participating, entrants agree to be bound by these conditions. Entries must comply with these conditions to be valid.

Details					
Eligible Entrants	Entry is open to residents of QLD aged 18 years or over. Employees and their immediate families of the Promoter, its related entities and any agencies associated with this competition are ineligible to enter.				
How to Enter	<p>1. To enter, each entrant must, during the Entry Period:</p> <p>1. Visit the ResMed activation site known as the ResMed WakeOver Display between 15th and 24th July at one of the following participating shopping centres;</p> <table border="1" style="margin-left: 40px;"> <tbody> <tr> <td>Pacific Fair Shopping Centre, 1571 Hooker Blvd, Broadbeach QLD 4218</td> <td>15th – 17th July 2022</td> </tr> <tr> <td>Westfield Garden City, Kessels Rd, Upper Mount Gravatt QLD, 4122</td> <td>22nd – 24th July 2022</td> </tr> </tbody> </table> <p>2. Scan QR code, complete entry form including your name, email, mobile (optional), age, postcode and make a pledge from the drop-down selection.</p>	Pacific Fair Shopping Centre , 1571 Hooker Blvd, Broadbeach QLD 4218	15 th – 17 th July 2022	Westfield Garden City , Kessels Rd, Upper Mount Gravatt QLD, 4122	22 nd – 24 th July 2022
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Limits on Entry	Limit applies to one entry per person. Entry is only valid on the day that you visit the ResMed WakeOver display & pledge.				
Entry Period	The competition commences at 09.00 AEST on 15/07/2022 and closes at 18.00 AEST on 24/07/2022 (“Entry Period”).				
Prize Draw	<p>Winners will be selected at random via a prize draw which will take place at 12:00 noon AEST on the Wednesday after each activation period p/ location and is within 30 days of the closure of the Entry Period at BEcause Creative Experience, 100 Harris Street (WeWork), Pyrmont, Sydney NSW 2009.</p> <ul style="list-style-type: none"> Pacific Fair Shopping Centre – 20th July Westfield Garden City – 27th July 				
Prize Details	<p>Prize pool consists of 6 prize packs with one (1) winner to be drawn per activation day.</p> <p>Each prize is a ResMed Sleep Pack and comprises of;</p>				



	<ol style="list-style-type: none"> 1. OneSleepTest (RRP \$149.00) 2. Sound Machine (RRP \$89.00) 3. DoDow (RRP \$70.00) 4. Silk Eye Mask (RRP \$55.00) 5. Drift & Dream sleep mist spray (RRP \$25.00) 6. Sleepy Time Tea (RRP \$10.95) <p>Each prize is valued at \$398.95 AUD. All prize values are correct as at 08/04/2022 and are in Australian Dollars, but to the extent permitted by law, no responsibility is accepted by the Promoter for any variation in the value of the prize after that time.</p> <p>Total prize pool is \$2,393.70 AUD</p>
Prize Limitations	Prize cannot be sold or exchanged for cash or returned or exchanged for alternative products in a ResMed store.
Prize Delivery	Prizes will be delivered to the winner(s) within 28 days of the close of the Entry Period. The prize will be delivered in Australia only.
Notification of Winners	<p>Winners will be notified in writing within 48hrs of the judging taking place.</p> <ul style="list-style-type: none"> • Pacific Fair Shopping Centre – 23rd July • Westfield Garden City – 30th July <p>The names of winners will be published on 27/08/2022 via the microsite.</p>



FURTHER DETAILS

- 1 The Promoter is ResMed Pty Ltd (ABN 30 003 765 142) of Innovation Centre, 1 Elizabeth MacArthur Dr, Bella Vista NSW 2153.
- 2 Entries must be received by the Promoter during the Entry Period. Entries received after the close of the Entry Period will not be accepted.
- 3 This competition is a game of chance.
- 4 Prizes are not transferable and are not redeemable for cash. In particular, prizes may not, without the prior consent of the Promoter and any applicable third-party supplier of the prize ("**Supplier**"), be resold or offered for resale at a premium (including via online auction sites) or used for advertising, promotion or other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services. All other costs associated with prizes are the responsibility of the winner. If a prize is sold or used in breach of this condition, the Promoter or the Supplier may, at their absolute discretion, withdraw the prize(s). Where a prize has been withdrawn in accordance with this clause, no refund, substitute or compensation will be offered and if the prize is a ticket, the winner and any person has purchased or otherwise bears that ticket will be refused entry.
- 5 The Promoter accepts no responsibility for late, lost or misdirected entries or other communications. The Promoter assumes no responsibility for any failure to receive an entry or for inaccurate information or for any loss, damage or injury as a result of technical or telecommunications problems, including security breaches, theft or destruction, any cause beyond the Promoter's control, or unauthorised access to or alteration of the competition. If such problems arise, then the Promoter may modify, cancel, terminate or suspend the competition. Further, the Promoter at its sole discretion may recommence this competition under the same conditions.
- 6 If any prize becomes unavailable for reasons beyond the Promoter's control, the Promoter may substitute a prize of equal or greater value.
- 7 All reasonable attempts will be made to contact the winners. If a winner does not claim their prize within 14 days of being notified, their entry will be deemed invalid and a new winner will be drawn at random.
- 8 If an entrant's contact details change at any time after the date which they enter the competition and the date on which the entry is drawn, that entrant must notify the Promoter of their correct contact details immediately.
- 9 The Promoter reserves the right to request verification of age, identity, residential address of winners and any other information from entrants relevant to entry into or participation in this competition. Verification is at the discretion of the Promoter, whose decision is final. The Promoter reserves the right to disqualify any individual who provides false information, fails to provide information, is in breach of these conditions, provides entries that are offensive or otherwise inappropriate in the sole opinion of the Promoter, conspires with others to gain an unfair advantage or who is otherwise involved in any way in manipulating, interfering or tampering with the conduct of this competition, or who has engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the competition. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
- 10 The Promoter shall not be liable for any loss, damage or injury suffered or sustained (even if caused by negligence) as a result of accepting and/or using a prize or in relation to the competition, except for any liability which cannot be excluded by law.

Any prize supplied by a third-party supplier is subject to the terms and conditions of that third



party supplier. The Promoter is not responsible or liable for any loss, damage or injury suffered by any winner as a result of the conduct of any third-party supplier or otherwise as a result of the winner accepting and/or using a prize (even if caused by negligence), except for any liability which cannot be excluded by law. Nothing in these conditions restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the *Competition and Consumer Act 2010* (Cth).

- 11 If in the conduct of this competition, the Promoter is liable for a breach of any guarantee, warranty, condition or other term that applies under the *Competition and Consumer Act 2010* (Cth) or is implied by any other commonwealth, state or territory law that cannot by law be excluded, the Promoter's liability under that legislation is limited, to the extent permitted by law, to the cost of replacement of any benefit or prize won.
- 12 Without limiting the previous paragraph, the Promoter and its associated agencies and companies will not be liable for any damage, loss or delay in transit to the prize.
- 13 Before the prize is awarded, the winner and any other person(s) sharing the prize with the winner may be required to sign an agreement to release the Promoter from any liability arising from the use or participation in the prize.
- 14 Entrants consent to the Promoter using their name, image and/or voice in the event that they are a winner in any media for an unlimited period of time without remuneration for the purpose of promoting this competition (including any outcome) and/or promoting any products manufactured, distributed and/or supplied by the Promoter.
- 15 Entrants confirm and promise that their entry is original and does not infringe the intellectual property rights of any third party. If the entry or any part of the entry is provided to the entrant by a third party, the entrants warrant that they have obtained the relevant copyright and other intellectual property rights permission to submit the entry for the purposes of this competition. Further, entrants agree that the Promoter has an unrestricted, irrevocable, transferable, divisible right and licence to use and modify their entry (including but not limited to amending, editing, selecting, cropping, retouching, adding to or deleting from any part of the submitted entry) for the purposes of the Promoter's business including for promotional purposes without the payment of any further fee or compensation. If requested by the Promoter, the entrant agrees to sign any further documentation required by the Promoter to give effect to this arrangement. To the extent permitted by law, entrants unconditionally and irrevocably consent to any act or omission that would otherwise infringe any moral rights in their entry. Entrants agree to indemnify the Promoter, its associated agencies against all losses, damages, claims and costs by third parties arising out of, connected to or resulting from a breach of the warranty set out in this condition.
- 16 The promoter will hold personal information it collects from this competition in accordance with the promoter's privacy policy, a copy of which is located at:
<https://www.resmed.com.au/privacy-policy>
- 17 You may unsubscribe from receiving future promotional and marketing communications by clicking the unsubscribe link in any email sent by the promoter.
- 18 The promoter reserves the right, in its sole discretion, to the fullest extent permitted by law:
 - (a) to disqualify any claimant; or
 - (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
- 19 Entries remain the property of the Promoter. Details from entries, the personal information of such entrant, will be collected and used for the purposes of conducting this competition (which may include disclosure to third parties, the Promoter's related bodies corporate, agencies and



contractors (including call centres, advertising agencies and direct mail houses) for the purpose of processing and conducting the competition) and for promotional purposes, public statements and advertisements surrounding this competition. For the purposes of public statements and advertisements, the Promoter will only publish the winner's surname, first initial and state of residence. By entering this competition entrants consent to the use of their information as described and agree that the Promoter may use this information, or disclose it to other organisations that may use it, in any media for future promotional purposes without any further reference or payment to the entrant. The Promoter is bound by the Australian Privacy Principles contained in the *Privacy Act 1988* (Cth).

20 These conditions are governed by the laws of New South Wales.

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