

SMIGGLE GO APE COMPETITION – TERMS AND CONDITIONS

Information on how to enter forms part of these Conditions. By entering this Competition, entrants are deemed to accept these Conditions.

1) Conditions of entry

Entry into this Competition is open to residents of Australia, New Zealand, Singapore and the United Kingdom who submit a valid entry in accordance with these Conditions. Employees and contractors of the Promoter and Just Group Ltd and its related companies are not eligible to enter this Competition. Entrants under 18 years of age must obtain consent from their parent or guardian before entering this Competition.

2) Start and finish dates

This Competition commences at 3:00pm on 14 August 2015 and closes at 4:00pm 28th August 2015 (**Entry Period**). All times stated in these Conditions refer to Australian Eastern Daylight Time (AEDT) unless otherwise stated.

3) How to enter

Entrants must visit smiggle.com.au or smiggle.co.uk and complete the 'Go Ape' game. Entrants must then enter their full name, email address, country of residence and date of birth in the pop-up box link provided. Entries must be received by the Promoter during the Entry Period. Entrants may enter as many times as they like. No responsibility is accepted for entries that are late, lost, misdirected or not received by the Promoter during the Entry Period.

4) Prizes and prize conditions

There is 1 smiggle prize pack to be won, valued at AUD\$150, NZD\$171, SGD\$176 or GBP£85 (depending on the usual place of residence of the winner). The prize pack comprises: 1 x Pals, 1 x Pals lunchbox, 1 x Pals drink bottle, 1 x fluffy Pals lockable, 1 x Pals pop out pencil case, 1 x Pals slapband, 1 x Pals media case & 1 x Pals character zip pencil case.

The prize must be taken as offered, is not transferable and cannot be exchanged for cash. The Promoter accepts no responsibility for any variation in the value of a prize. Any operating, repair or ancillary costs associated with redeeming a prize is the sole responsibility of the winner.

5) Selection of prize winners

The single entrant with the highest recorded score as at 4.00pm on 28th August 2015 will be declared the winner of the Competition.

Scoreboard Functionality: If you beat the current leader's score your name will move to the top. If you get the same score as the current leader, you will not move to the top. The first person to score that number will remain at the top until their score is beaten. Identical scores will be displayed by order of the date the score was reached.

This is a game of skill: chance plays no part in determining winners. The Promoter's decision regarding each prize winner is final, and no correspondence will be entered into regarding the outcome. If a prize winner is under the age of 18 years, that prize may be awarded to that person's parent or guardian.

6) Notification of prize winners and distribution of prizes

The winner will be contacted via email within 7 days of the closing date of the Competition. If the prize winner is ineligible to receive a prize, or forfeits the prize, or cannot be contacted by the Promoter within 3 months after the closing date, the Promoter may select a new winner in accordance with the criteria set out in clause 5, subject to any written directions issued by any regulatory authority. Prizes will be mailed to the address supplied by each prize winner. Details of the winning entrants (name and county – UK only) can be obtained by emailing marketing@smiggle.com.au up to 2 months after the closing date of this Competition. The prize will be sent to the address provided by the winner on or before 28th September 2015.

7) Rights in entries

All entries become the property of the Promoter. Entrants further acknowledge and agree that the Promoter may in its sole discretion, publish any or all entries on the Promoter's website or social media channels or in any other promotional material, or modify or adapt entries for promotional use online and in store.

8) Ineligible entries

The Promoter reserves the right to disqualify from the Competition any entrant who the Promoter has reason to believe has breached these Conditions, or has engaged in any unlawful or improper misconduct (for example, data manipulation to appear as if they are the highest scoring entrant of this Competition).

9) Limitation of Liability

The Promoter and its agencies associated with this Competition shall not be liable for any loss or damage whatsoever which is suffered or sustained (including but not limited to indirect or consequential loss or for any personal injury or property damage) in connection with this Competition, except for any liability which cannot be excluded by law. To the maximum extent permitted by law, entrants release the Promoter and its agencies associated with this Competition from any all or any claims that may arise in connection with this Competition. The Promoter assumes no responsibility for any technical error, omission, interruption, deletion, defect, delay, loss or damage in the operation of this Competition and/or participation in the Competition (including as a result of the failure of the Promoter's website and the Smiggle Go Ape game on that website). If for any reason the Competition is not capable of being run as planned, due to causes beyond the reasonable control of the Promoter, the Promoter may modify, suspend, terminate or recommence the Competition, subject to the approval of any regulatory authority.

10) Promotional Activities and Privacy

At the request of the Promoter, entrants and (if entrants are aged under 18 years), their guardians agree (without charge) to participate in any promotional activities planned by the Promoter and consent to their name and image being used in the Promoter's marketing materials (including the Promoter's website and social media feeds). By participating in this Competition, entrants and (if entrants are aged under 18 years), their guardians consent to the use of their personal information as set out in this clause. The Promoter may collect and use personal information submitted with each entry for the purpose of running the Competition, contacting winners, and sending prizes. By entering this Competition, entrants agree that (1) the Promoter may disclose personal information to its contractors and agents for the purpose of assisting in the conduct of this Competition and (2) the Promoter may retain and use personal information for future marketing purposes in relation to its products, services and offers. Personal information may be provided to third party organisations that assist in running the Competition. If entrants do not provide the required personal information they will not be eligible to participate in the Competition. More information on how the Promoter uses personal information, including the Promoter's Privacy Policy, can be found at smiggle.com or smiggle.co.uk.

11) Applicable law

These Conditions are governed by the laws of Victoria, Australia and entrants submit to the exclusive jurisdiction of the Victorian courts in relation to any disputes arising under these Conditions.

12) Promoter

The 'Promoter' is Smiggle Pty Ltd (ABN 53 100 379 226) of 658 Church St, Richmond, Victoria 3121 in Australia, New Zealand and Singapore and Smiggle UK Limited (company number 6720710) of Level 2, 17-18 Margaret Street, London W1W 8RP, United Kingdom.