

iPlay Australia

Blooms of FUN

TERMS AND CONDITIONS

Definitions

Immediate Family: Immediate family refers to individuals who are related by blood, marriage, or de facto relationship. This includes a spouse, ex-spouse, de facto spouse, child or stepchild (whether by natural birth or adoption), parent, stepparent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, stepbrother, stepsister, or first cousin.

Promoter: Promoter refers to Engineered Investments Pty Ltd (ABN: 87 062 850 097), with its registered address at 116 Ipswich Road, Woolloongabba, QLD 4102, trading under the name iPlay Australia.

Promotion: The Promotion, entitled "*Blooms of FUN*," is governed by the terms and conditions outlined herein.

Promotional Period: Promotional Period begins at 9:00 am AEST on the 6th of May 2024 and concludes at 10:00 pm AWST on the 12th of May 2024.

Qualifying Transaction: A Qualifying Transaction refers to the action of loading \$50 or more in a single transaction in-store during the promotional period to obtain access to the promotional giveaway QR code.

Valid Entry / Valid Entries: To have a Valid Entry customer must complete a Qualifying Transaction and then scan the QR code provided by staff and enter their first name, last name, email, contact number and postcode.

Register: To register, individuals must create an iPlay Australia account either online or in-store at <https://store.iplayaustralia.com.au/app/signup/form> and register an active iPlay Playcard with a Qualifying Transaction applied to it.

Load / Loaded: "Load" or "Loaded" denotes the addition of a monetary value applied to an iPlay Australia Playcard. Any monetary amount loaded onto the playcard will have a complete transaction history accessible by iPlay Australia management. "Load" or "Loaded" does not include the purchase of Play Pack(s), Attraction(s), Food, Beverage(s), Birthday Party and/or Group Booking(s).

Terms and Conditions

1. Information on how to enter and the prize(s) form part of the Terms and Conditions. Participation in this Promotion is deemed acceptance of the Terms and Conditions.
2. Entry into this Promotion is open to participants in Western Australia, Queensland, New South Wales, and the Australian Capital Territory.
3. a) Entrants under 18 years old must have parental/guardian approval to enter. Further, the parent/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this Promotion.

b) If a winner of a prize is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian on the winner's behalf.
4. If there is a dispute over an entrant's identity, the Promoter reserves the right to determine it in its sole discretion.
5. Employees of the Promoter, their Immediate Families and any agencies associated with this Promotion are ineligible to win any prizes from this Promotion.
6. To be eligible to enter the Promotion, registered guests must make a Qualifying Transaction.
7. To participate in the Promotion, individuals must possess a registered iPlay Playcard, undertake a Qualifying Transaction, and submit their details via the landing page provided through the promotional QR code (Provided in-store once a Qualifying Transaction has been completed) for a Valid Entry. Individuals may create an iPlay Australia account by taking the following steps:
 - Visiting <https://store.iplayaustralia.com.au/app/signup/form> and following the prompts to create an iPlay Australia account; and two,
 - Adding an active Playcard in respect of which the Qualifying Transaction was processed to their account.

For clarity, individuals who make a Qualifying Transaction in-store during the Promotional Period will receive access to the promotional QR code for entry into the Promotion. To validate their entry into the Promotion, individuals must provide all required details and click 'submit'.

8. Multiple Qualifying Transactions combined with a Valid Entry(ies) are permitted for this promotion.
9. Entrants are only permitted to win one (1) prize in this promotion.
10. Customers who are announced as a prize winner must retain the iPlay Playcard that the Qualifying Transaction was Loaded onto, clearly showing the playcard

number as proof of purchase. Failure to produce the proof of purchase when/if requested may, at the absolute discretion of the Promoter, result in invalidation of all an entrant's Valid Entries and forfeiture of any right to win a prize.

11. Incomplete or indecipherable entries will be deemed invalid.
12. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including but not limited to, 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.
13. Upon completion of a Qualifying Transaction, a member of the iPlay Australia team will provide the participant with the promotional QR code. It is imperative that customers undertake this action promptly to ensure a valid entry. Failure to do so immediately may result in the Promoter exercising the right to deny access to the QR code at a later date or time.
14. The Promoter's decision is final, and no correspondence will be entered into.
15.
 - a) The prize pool comprises four (4) floral bouquets, each valued at two hundred and fifty dollars (\$250.00), with a total combined value of one thousand dollars (\$1000.00). Prizes or any unused portion of a prize are not transferable or exchangeable and cannot be taken as cash unless otherwise specified.
 - b) Individual prizes will be locally (Winner's local iPlay Australia venue) sourced from a florist.
 - c) Prizes will be made available for collection at the winners local iPlay Australia venue, at a mutually agreed upon time and date coordinated by the Promoter and the winner(s).
 - d) If any prize (or part of any prize) is unavailable, the Promoter, at its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
16. All winners will be published online on the iPlay Australia Facebook Page, Instagram page and website May 13, 2024, at 5pm AEST.
17. The standard iPlay Australia Playcard terms and conditions govern all playcard loads and recharges relevant to this promotion.

18. Participants making a Qualifying Transaction and complete a Valid Entry consent to the Promoter using their name, likeness, image, and/or voice in the event they are a winner (including the photo or any other photos, film, and/or recording of the same) in any media for an unlimited period without remuneration to promote this Promotion (Including any outcome) and promote any products manufactured, distributed and/or supplied by the Promoter.
19. 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 forced government closures, 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) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Promotion, as appropriate.
20. 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.
21. 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.
22. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.

23. The Promoter collects personal information ("PI") to conduct the promotion. It 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.iplayaustralia.com.au/privacy-policy/>. In addition to any use that may be outlined in the Promoter's Privacy Policy, if an entrant has opted in at the time of registering an iPlay account, 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.