

Summary of terms / Kmart x Afterpay Christmas Bonanza Competition

This promotion commences at 12:01AM AEDT on 10 December 2019 and closes 11:59PM AEDT on 24 December 2019. To enter, Eligible Entrants must make a purchase online using the Afterpay Service during the Promotion Period. There will be fifteen (15) prizes. Total prize pool is AUD \$4185.00. Each winner will have a choice of prize selection as listed in clause (19). The draw will be conducted, at 11.00 am AEDST at Telads Australia Pty Ltd, 123 Margaret Street Toowoomba QLD, 4350 on the 7th January 2020. The winner's names will be published on 9th January 2020 at <https://www.kmart.com.au/afterpay> for a minimum period of 28 days. The Promoter is Afterpay Pty Limited ABN 15 169 342 947 of Level 5, 406 Collins St Melbourne, VIC Australia 3000. Phone 1300 100 729 Authorised Under NSW permit number LTPS/19/40448 and ACT permit number TP 19/04774. Full terms and conditions available here (<https://www.kmart.com.au/afterpay>)

Kmart Afterpay Christmas Bonanza Competition

Terms and Conditions

1. Information on how to enter and the prize/s form part of these terms and conditions. By submitting an entry to this promotion, entrants agree to be bound by these terms and conditions. In the event of any inconsistency between these terms and conditions and any other published material, these terms and conditions prevail.
2. This promotion commences at 12:01AM AEDT on 10th December 2019 and closes 11:59PM AEDT on 24th December 2019 (**Promotion Period**). All entries must be received by the Promoter during this period. Promoter's designated computer is the official time clock for the promotion.

Promoter

3. The promoter is Afterpay Pty Limited ABN 15 169 342 947 located at Level 5, 406 Collins St Melbourne, VIC Australia 3000, Phone 1300 100 729. Afterpay owns and operates the Afterpay electronic payment gateway system (**Afterpay Gateway**) which allows participating merchants to offer customers the ability to pay for purchases in instalments, on a "buy now, pay later" basis (**Afterpay Service**).

Entry to promotion

4. Entry is open to all Australian and New Zealand residents 18 years or older and are an Afterpay transaction customer who make a purchase with Kmart online (excluding returns) using the Afterpay Service during the Promotion Period (**Eligible Entrants**).
5. Entrants are subject to all applicable federal, state and local laws and regulations. Entries will be deemed void where prohibited by law.
6. Directors, officers, management, employees and other staff (and the immediate families of directors, officers, management, employees and other staff) of the Promoter and their related bodies corporate, are ineligible to enter.

7. To enter, Eligible Entrants must make a purchase using the Afterpay Service during the Promotion Period.
8. For the avoidance of doubt, Eligible Entrants may submit more than one (1) entry during the Promotion Period but only one prize per Eligible Entrant will be awarded by the Promoter.
9. All entries become the property of the Promoter. By entering this Promotion, each entrant consents to their entry being used by the Promoter (and the Promoter's related entities and agents) for marketing purposes related to the Promotion and the Promoter may use, reproduce or modify the entry or any part of the entry without any further reference to the entrant (including not naming the entrant as the creator) or payment or other compensation to the entrant. Without limiting the foregoing, the Promoter may use all or any part of the entry on the Promoter's website or in other forms of social media (including but not limited to Facebook, Instagram, Twitter) or on other websites or in any other media used by the Promoter for an indefinite period without attribution to the entrant. It is a condition of entry that in order to claim the prize, prize-winners must agree to execute any necessary consents and releases as reasonably requested by the Promoter.
10. The Promoter reserves the right to request documentation from an entrant in order to verify their identity and eligibility to enter the competition and to disqualify any entrant if the Promoter suspects they have tampered with the entry process, or if they have submitted an entry that is not in accordance with these terms and conditions, or if the Promoter considers that the entrant has engaged in conduct that is fraudulent, misleading, deceptive or which may damage the goodwill or reputation of the Promoter. The Promoter reserves the right to disqualify a winner and award the prize to a redraw winner if the Promoter becomes aware that the winners' entry is of a type described in this provision. ^[1]_{SEP}
11. An entry may be deemed invalid and ineligible for entry to the promotion if any of the requested information on the entry is incomplete or if the Promoter (acting reasonably) deems any information on the entry to be incorrect or misleading.
12. The Promoter accepts no responsibility for late, lost or misdirected entries.
13. Each entrant further warrants and agrees that they will not submit any content that is unlawful, defamatory, obscene, derogatory, pornographic, sexually inappropriate, politically incorrect, violent, abusive, harassing, threatening, racist, ageist, sexist, objectionable with respect to religion, origin or gender, unsuitable for persons under the age of 18 years, or otherwise unsuitable for publication.

Determination of winning entries

14. The winners will be selected by means of a random draw from all entries received during the Promotion Period. A draw will be conducted, at 11.00 am AESDT at Telads Australia Pty Ltd Operations, 123 Margaret Street Toowoomba QLD, 4350 on 07/01/20
15. There will be a total of 15 winners. The winner/s will be notified by email within two (2) business days on 9/01/20. The winners names (first name, initial of surname, and suburb) will be published on 09/01/20 at [https://www.kmart.com.au/afterpay_on 09/01/20](https://www.kmart.com.au/afterpay_on_09/01/20) for a minimum period of 28 days.
16. In accordance with these terms and conditions, the Promoter may request photo identification from the winners in order to confirm their identity and eligibility to enter the competition. A failure to provide the Promoter with a valid email address and any requested documentation may result in disqualification of the relevant entry/s. The winners will only be eligible to receive the Prize on confirmation to the Promoter of their mailing address details in writing (and any other information the Promoter deems necessary in order to be able to award the prize to the winner). The onus is on the winner to provide the Promoter with the correct address information and any other information that may be requested by the Promoter, in order to deliver the prize. All risk related to delivery of the prize transfers to the winner upon the Promoter providing confirmation by email to the winner that the prize has been sent by registered post. The Promoter accepts no liability for lost, misplaced or Prizes otherwise not delivered to a winner.
17. If the Promoter is unable to contact a winner/s after having made reasonable efforts and a prize remains unclaimed, subject to any directions from a regulatory authority, the Promoter may conduct an unclaimed prize draw. Any required unclaimed prize draw from all non-winning entries will take place at Telads Australia Pty Ltd Operations, 123 Margaret Street Toowoomba QLD 4350 at 10.00am AESDT on 09/04/20. Any redraw winner will be notified by email on the same day of the re-draw date (09/04/20) and published (first name, initial of surname, and suburb) at <https://www.kmart.com.au/afterpay> for a minimum period of 28 days.
18. The Promoter may require the winner to sign and return an affidavit of eligibility and liability and publicity release, wherever lawful, as a precondition to award of the prize. If the winner fails to sign and return the requested documents to the Promoter, that winner may be disqualified, and the prize will thereafter be awarded to an alternate winner from the remaining valid entries using the procedure specified above.

Prize/s

19. Major prize: Fifteen winners will be given the chance to pick one of 15 prizes. Each Winner can select any one prize from the prize list below;

- \$259 12ft Trampoline
- \$198 Amazon Echo Spot
- \$149 Cordless Stick Vacuum
- \$279 Lego Technic Defender
- \$199 8 station swing set
- \$149 Sky Viper Drone
- \$129 12ft Pool
- \$119 Karaoke Night Machine
- \$129 30L Convection Microwave Oven
- \$129 Semi Automatic Coffee Machine
- \$149 70cm Crest Bike
- \$199 Wooden Cubby House
- \$149 Pro Electric Scooter
- \$119 Bluetooth Party Speaker
- \$199 Timber Dining Set

Total Prize pool valued up to \$4185.00

20. The Prizes are subject to any terms and conditions of the relevant issuer (which may be notified to the winners upon confirmation of the award of the prize).
21. The Promoter accepts no responsibility for any variation in prize value. Subject to any legislation governing this promotion, if a prize or any part of a prize becomes unavailable for reasons beyond the Promoter's reasonable control, the Promoter reserves the right to substitute the prize in whole (or any of its components), with another prize of equal or greater value. To the extent permitted by law and subject to clause 28 below, prizes are not transferable, returnable or redeemable for cash, in whole or in part.

Reservation of rights and limitation of liability

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 2010 (Cth).
23. The Promoter's decision on any aspect of this promotion is final and binding and no correspondence will be entered into regarding the competition result. To the extent permitted by law, the Promoter accepts no responsibility for computer system, hardware, software or program malfunctions or other errors, failures, delayed computer transactions or network connections that are human or technical in nature, or for damaged, lost, late, illegible or misdirected entries and/or other communications; technical, hardware, software, electronic or telephone failures of any kind; lost or unavailable network connections; fraudulent, incomplete, garbled or delayed computer transmissions whether caused by Promoter, the users, or by any of the equipment or programming associated with or utilized in this competition; or by any technical or human error that may occur in the processing of submissions or downloading, that may limit, delay or prevent an entrant's ability to participate in the Promotion except to the extent that such errors, failures, loss or damage is caused by the Promoter's

fraud, negligence or wilful misconduct. Entries will be deemed void if forged, manipulated or tampered with in any way. Entries not submitted in accordance with these terms and conditions will be invalid.

24. By entering into this promotion, the entrant accepts full responsibility for their decision to participate in this promotion and the Prize should they be chosen as a winner. To the extent permitted by law, (a) the Promoter and prize suppliers (and their related bodies corporate, affiliates, officers, directors and employees) (all **Released Parties**) do not accept any responsibility for any injury, sickness or death or property loss or damage or any other direct or indirect loss or damage of any kind suffered by an entrant in connection with this promotion except to the extent that such injury, sickness, death, property loss or damage or other type of loss or damage is caused by the Released Party's fraud, negligence or wilful misconduct; and (b) the Promoter is not responsible for any typographical errors or other errors in the printing of this offer or administration of this Promotion or in the announcement of winners except to the extent such errors are caused by the Promoter's fraud, negligence or wilful misconduct.
25. If the promotion cannot be run as planned for any reason beyond the reasonable control of the Promoter, including, but not limited to, by reason of war, terrorism, state of emergency or disaster (including natural disaster), infection by computer virus, telephone network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or anything which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter may, subject to Licensing Authority approval, alter, cancel, terminate, modify or suspend the promotion. The Promoter will use commercially reasonable efforts to notify you of any cancellation, termination, material modification or suspension of this Promotion by publishing a notice on its website.

Other terms, consents and acknowledgments

26. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter reasonably believes has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
27. Without limiting any other provision, the Promoter may amend any aspect of this Promotion or of these Terms of Entry from time to time if required to comply with applicable laws.
28. The Promoter accepts no responsibility for any tax implications that may arise from accepting a prize. Independent financial advice should be sought.
29. Should an entrant's contact details change during the Promotion Period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.

30. By accepting or using the Prize, the winner agrees that the Promoter may use their name, image, likeness, voice or quote in connection with the advertising and marketing of this Promotion (including its outcome) anywhere in the world and in any form of media, without limitation and without compensation unless prohibited by law.
31. The Promoter assumes no responsibility for any error, omission, communications line failure, theft or destruction or unauthorised access to, or alteration of entries. The Promoter is not responsible for any problems or technical malfunction of any equipment, software, failure of any email or entry to be received by the Promoter on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to participants or any other person's computer related to or resulting from participation or downloading any materials in this competition.
32. The Promoter will take all necessary steps to ensure that entries are properly recorded and stored, but will accept no liability if an entry is not recorded or is lost for reasons beyond the reasonable control of the Promoter including if the promotion system software fails or an entry is recorded incorrectly.

Personal information

33. This competition may include the collection of Personal Information which may be used by the Promoter in accordance with the Promoters' Privacy Policy which can be located at <https://www.afterpay.com.au/privacy/>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may use Personal Information collected from entries for the purpose of conducting the promotion (which may include disclosure to third parties, including local lottery authorities, for the purpose of processing and conducting the promotion) and for promotional purposes surrounding this promotion. By entering this promotion, entrants consent to the use of their Personal 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 an indefinite period, for promotional, marketing, publicity, research and profiling purposes. Entrants may access, change and/or update their Personal Information and obtain a copy of the Promoter's privacy policy by contacting the Promoter on info@afterpay.com.au.
34. Each entrant must ensure that any other person whose personal details have been provided by the entrant to the Promoter for the purposes of the entrant's participation in this Promotion has given their consent for their details to be provided to the Promoter and any of its related bodies corporate and to be contacted by the Promoter or any of its related bodies corporate in relation to this promotion.
35. Should an entrant's contact details change during the Promotion Period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.

36. **Personal Information** means, for the purpose of the Privacy Act 1988 (Cth) as amended from time to time, information or an opinion about an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not and whether the information or opinion is recorded in a material form or not.

37. To obtain the identity of the winners (first name, initial of surname, and suburb) and/or a copy of these Terms and Conditions, please email:
marketing@afterpay.com.au

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