

WIN \$1,000 WORTH OF FISHER-PRICE TOYS 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. The Promoter is Mattel Pty Ltd (ABN 60 000 660 962) of 658 Church Street, Richmond VIC 3121. Telephone 1300 135 312.
3. Entry is only open to Australian residents aged 18 years and over.
4. Employees (and their immediate families), representatives or agents of the Promoter, Target Australia Pty Ltd ("**Target Australia**") 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. Promotion commences on 26/12/15 and closes at 11:59pm AEDST on 10/02/16 ("**Promotional Period**").
6. To enter, individuals must, during the Promotional Period:
 - A. Spend \$40.00 or more on any number of Fisher-Price items at a Target Australia store in one (1) transaction ("**Qualifying Purchase**"). Individuals must ensure that they receive a receipt for their Qualifying Purchase, if one is not automatically provided to them; and then
 - B. Visit www.target.com.au/mumshub, follow the prompts to the promotional entry page and input the requested details, including (but not limited to) their full name, address, telephone number, email address and the receipt number from their Qualifying Purchase and submit the fully completed entry form.
7. 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.

8. Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of these Terms and Conditions.
9. Multiple entries are permitted, subject to the following: (a) only one (1) entry permitted per Qualifying Purchase, regardless of the amount spent in excess of \$40.00 on Fisher-Price items in that transaction; (b) each entry must be submitted separately and in accordance with entry requirements; and (c) unrecognised receipt numbers will be deemed invalid.
10. Entrants must retain their original Target Australia purchase receipt(s) for all entries as proof of purchase. Failure to produce the proof of purchase for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an entrant's entries and forfeiture of any right to a prize. Purchase receipt(s) must clearly specify that the Qualifying Purchase was made during the promotional period but prior to an entry being submitted.
11. 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.
12. The draw will take place at Anisimoff Legal, Suite 5, Erina Plaza, 210 Central Coast Highway, Erina NSW 2250 on 17/02/16 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. Winners will be notified in writing within two (2) business days of the draw and their first initial, surname and State of residence will be published on the Fisher-Price Facebook Page www.facebook.com/fisherpriceaunz from 18/02/16.
13. The Promoter's decision is final and no correspondence will be entered into.
14. The first one hundred (100) valid entries drawn will each win \$1,000 worth of Fisher-Price items, as selected by each winner, from the Target Australia online store. The value of each Fisher-Price item is as per the displayed sell price on the Target Australia online store at the time of the winners' selection. All items are subject to availability at the time of redemption. If the winner's selected items total to less than \$1,000, then the remainder of the allocated budget will be forfeited. If the winner's selected items are more than \$1,000, then the winner will be required to pay the difference. The entire \$1,000 budget must be redeemed in one (1) transaction, and any remainder will be forfeited. The Promoter will liaise with each winner to organise the fulfilment and delivery of the prize.
15. Subject to clause 19, if for any reason a winner does not claim the prize (or an element of the prize) by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
16. If any prize (or part of any prize) is unavailable, the Promoter, in 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.

17. Total prize pool value is \$100,000.
18. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.
19. A draw for any unclaimed prizes may take place on 17/05/16 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winners, if any, will be notified in writing within two (2) business days of the draw and their first initial, surname and State of residence will be published on the Fisher-Price Facebook Page www.facebook.com/fisherpriceaunz from 18/05/16.
20. Entrants consent to the Promoter using their name, likeness, image and/or voice (including photograph, film and/or recording of the same) in the event they are a winner 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 and its associated or affiliated companies. Entrants agree, in the event they are a winner, to participate in all reasonable promoted activities in relation to the Promotion as requested by the Promoter and its associated or affiliated companies.
21. Entrants may at any time notify the Promoter that they do not wish for the Promoter and others (who are licensed to do so) to use their name and likeness or the name and likeness of their child, as described above, by calling (03) 9425 5241.
22. 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, 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.
23. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
24. 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.

25. 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 the prize.
26. As a condition of accepting the prize, a winner may be required to sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
27. The Promoter and its related entities collect personal information for the purposes of conducting, promoting and administering this promotion. The Promoter may use personal information to: administer an entrant's participation in the Promotion, including to notify them if they are a winner; process any communications sent by entrants (for example, responding to their queries, and dealing with any complaints or feedback they may have); identify entrants and protect them from unauthorised access to their personal information; or get in touch with entrants in relation to this promotion. The Promoter will not, unless consent is obtained, use or disclose personal information to: send entrants information about its (or its business partners') products, promotions or competitions; or conduct marketing and research directly with entrants. The Promoter may disclose your personal information: to other related entities - in connection with the above purposes; to any agencies, contractors, professional advisers and other service providers it engages to carry out its activities (including call centres, advertising agencies and direct mail houses); in any advertisements, publications, media statements and other promotional material it produces in relation to the promotion. For the purposes of public media statements and advertisements, the Promoter will only publish the winner's first initial, surname and state; to any entity to which it is authorised or required by law to disclose entrants' personal information; and to any specific parties it has advised entrants of at the time it collects their personal information. By entering the promotion, entrants consent to the Promoter and its related entities using and disclosing their personal information in the way described above. The Promoter is bound by the Australian Privacy Principles in the *Privacy Act 1988* (Australia). Subject to certain exemptions, entrants can obtain access to, change, and/or update personal information they have provided to the Promoter by contacting infoaust@mattel.com. Personal information that entrants provide may be disclosed by the Promoter to other organisations outside Australia, including in the United States of America. Please refer to the Promoter's Privacy Policy for further information on how they manage entrants' personal

information. The Privacy Policy also contains information about 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. A copy of the Promoter's Privacy Policy may be viewed at www.corporate.mattel.com/privacy-statement.aspx or obtained by contacting the Promoter on (03) 9425 5241 during office hours. By entering the promotion, entrants are taken to have read and understood this clause and this Privacy Policy and consent to their personal information being collected, used and disclosed as described in the Privacy Policy and this clause.

28. If an entrant opts in at the time of entry, the promoter may also, for an indefinite period, unless otherwise advised, use an entrants personal information to contact them with marketing or promotional material that they might find of interest in relation to Mattel products. The promoter's Privacy Policy also contains information about how entrants may opt out of receiving such communication and access, update or correct their personal information.
29. Target Australia also collects personal information ("**PI**") in order to assist the Promoter in the conduct of 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. Target Australia will also use and handle PI as set out in its Privacy Policy, which can be viewed at <http://www.target.com.au/corporate/privacy>. If an entrant opts in at the time of entry, Target Australia may, for an indefinite period, unless otherwise advised, use the PI to contact individuals with marketing or promotional material that they might find of interest in relation to the Target Australia Mum's Hub. 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. Some of Target Australia's service providers may be located overseas and Target Australia may, in order to receive required services, occasionally transfer PI overseas, predominantly to the United States of America, Europe and the Asia Pacific Region.

NSW Permit No. LTPS/15/09999 ACT Permit No. TP15/08380 SA Permit No. T15/2282