

Gift Card Giveaway Promotion Terms & Conditions ("Conditions of Entry")

Schedule

Promotion: Gift Card Giveaway Competition

Promoter: Target Australia Pty Ltd. ABN 75 004 250 944, 2 Kendall Street, Williams Landing, VIC 3027, Australia. Ph:1300 753 657

Promotional Period: This competition commences at 8:00 AM AEDT on 22/11/2024 and ends at 11:59 PM AEDT on 25/11/2024 ("Promotional Period"). Limited to 1 entry per person. Late, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected responses will be deemed invalid.

Eligible entrants: Entry is free and open to any person over 18 years of age who is an Australian resident. Employees of the Promoter and their immediate families and the suppliers and agencies associated with this competition are ineligible to enter.

How to Enter: To enter the Promotion, the entrant must complete the following steps during the Promotional Period:

- a) Follow or be following @targetaus on Instagram; and
- b) Login or create an account with Target Australia; and
- c) Comment in the comments section of competition post on @targetaus Instagram, which Target item you would like to add to cart.

Completing Steps a-c above will constitute a valid "Entry" into the competition.

Entries permitted: Entrants can only complete their profile once, and it cannot be edited. Entrants may only enter this promotion once.

Total Prize Pool: There is a total of five (5) \$300 Target gift card, totalling \$1,500 in total to be won in this promotion.

Prize Conditions: Treat this gift card like cash. Stolen/misplaced or lost gift cards will not be replaced or refunded. Not redeemable for cash or payments of credit cards or store accounts. Gift cards cannot be used to purchase gift cards. This card will expire 4 years from the issue date. For full terms of Use, expiry date or customer service visit [giftcards.com.au](https://www.target.com.au/terms-and-conditions) or phone **1300 304 990**

Winner notification: All winners will be contacted by 12pm ADST on Tuesday 26/11/2024 by @targetaus via Instagram Direct Message. All winners will be published at <https://www.target.com.au/terms-and-conditions> within 30 days of the corresponding draw.

Unclaimed Prizes: All prizes must be claimed by 03/12/24 at 10:30am AEDT. In the event of an unclaimed prize, the prize will be redrawn on 06/12/24 at 10:30am AEDT at Target Australia Pty Ltd. ABN 75 004 250 944, 2 Kendall Street, Williams Landing, VIC 3027, Australia. Ph:1300 753 657. The winner(s) of the redraw will be notified via email within seven (7) business days of the draw. Winners of gift cards will be published <https://www.target.com.au/terms-and-conditions> by 13/12/2024. [REDACTED] be published at <https://www.target.com.au/terms-and-conditions>

1. The entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.

2. The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Entries are deemed to be received at the time of receipt by the Promoter and not at the

time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.

3. Valid and eligible entries will be accepted during the Promotional Period.

4. Employees (and their immediate family members) of the Participating Venues, agencies/companies directly associated with the conduct of this Promotion, the Promoter, businesses involved in determination of winner/s for the Promotion, businesses involved in the management of the Promotion, any organisation benefiting from the Promotion, the Promoter's distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter. "Immediate family member" 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. Draws:

- a) The Draw will take place at Target Australia Pty Ltd. ABN 75 004 250 944, 2 Kendall Street, Williams Landing, VIC 3027, Australia. Ph:1300 753 657 at 10:30am AEDT on 26/11/2024.
- b) The first five (5) valid entries drawn will win a \$300 Target gift card.
- c) All draws will take place using computerised random selection.
- d) The draw conductors may draw additional reserve entries in case an invalid entry or entrant is drawn.
- e) If a draw is scheduled on the weekend or a public holiday, the draw will be conducted at the same time and location on the following business day. The Promoter will ensure each draw is open for public scrutiny and anyone may witness the draw on request. The winner of a drawn prize is determined by chance.

6. All reasonable attempts will be made to contact each winner.

7. If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize by the time specified by the Promoter, or is unavailable, they forfeit the prize and the Promoter is not obliged to substitute the prize.

8. Where entry is allowed by purchase or subscription, the cost of the product or service is no greater than the cost would be without the opportunity to participate in the Promotion.

9. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.

10. No entry fee is charged by the Promoter to enter the Promotion. Where entry is allowed online, there is no additional cost to enter the Promotion other than any cost paid by the entrant to access the website or social media platform of entry via their Internet service provider.

11. Each prize will be awarded to the person named in the entry and any entry that is made on behalf of an entrant or by a third party will be invalid. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.

12. Entrants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. The Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and its privacy policy which is located at www.target.com.au/corporate/privacy. The Promoter's privacy policy contains information about how the entrant may access, update and seek correction of the personal information the Promoter holds about them and how the entrant may complain about any potential breach by the Promoter of the Australian Privacy

Principles or any other Australian privacy laws and how such complaints will be dealt with. The Promoter collects personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion and to the State and Territory lottery departments as required under the relevant lottery legislation.

If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. Personal information collected from entrants will not be disclosed to any entity located outside of Australia.

13. For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and State/Territory or postcode of residence.

14. It is a condition of accepting the prize that a winner may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a prize.

15. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry 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).

16. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.

17. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered.

Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win.

The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.

18. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that there is a dispute concerning the conduct of the Promotion or claiming a prize, the Promoter will resolve the dispute in direct consultation with the entrant. If the dispute cannot be resolved the Promoter's decision will be final.

19. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).

20. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regard to the tax implications relating to the prize or acceptance of the prize.

21. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.

22. This promotion is in no way sponsored, endorsed, administered or associated with Instagram/Facebook. By entering, entrants agree to hold harmless, defend and indemnify Instagram/Facebook from and against any claims, demands, liability, damages or causes of action, losses or costs arising out of their participation in the promotion.