

www.ahbeard.com ABN: 47000060677

## <u>Terms and Conditions of Participation for the "A.H. BEARD 119<sup>th</sup> Birthday</u> Celebration" (**Promotion**)

- 1. These terms and conditions of participation, including information on how to participate and Gift details, apply to the Promotion and participation in the Promotion is deemed acceptance of these Terms.
- 2. The Promoter is A.H. Beard (ABN 47 000 060 677) 1/35 Bryant Street, Padstow, NSW, 2211, Australia.
- 3. The Promotion will commence 09:00am AEST on 29 September 2018 until 5:00pm AEST on 30 November 2018.
- 4. Registration of claim must be submitted no later then 9:00PM AEST on 21 December 2018.
- 5. Participation in this Promotion is only open to Australian and New Zealand residents aged 18 years and over, excluding:
  - (a) management, employees, directors and contractors of the Promoter, its related entities, the Participating Retailers and other agencies, firms or companies associated with the Promotion (including suppliers of the offer);
  - (b) a spouse, de-facto spouse, parent, guardian, child or sibling of a person referred to in paragraph 5(a) of these Terms;
  - (c) persons who have attempted to claim this offer by using more than one name in order to qualify for offer (except in the case of a legal change of name); and
  - (d) persons who have breached the terms and conditions of any promotion run by or on behalf of the Promoter,
- 6. To participate in this offer, Eligible Entrants must during the Promotional Period:
  - (a) purchase a participating A.H. Beard mattress, ensemble or adjustable base from a Participating Retailer; then



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- (b) visit <u>www.ahbeard.com</u> and follow the prompts and successfully register details including, but not limited to name, address and phone number; then
- (c) upload a copy of the tax receipt confirming purchase.

Eligible A.H. Beard models include:

- King Koil by A.H. Beard World Luxury London, New York, Paris, Barcelona, Milan:
- King Koil by A.H. Beard Grand Luxury Regent
- King Koil by A.H. Beard Royal Luxury Sandringham, Windsor, Buckingham, Balmoral
- King Koil by A.H. Beard Platinum Posture Bellagio II, Eternity, Infinity;
- King Koil by A.H. Beard Platinum Luxury Dorset, Lancashire, Hampshire, Nottingham, Yorkshire;
- King Koil by A.H. Beard Platinum Posture Reserve San Siro Plus, Obsession;
- King Koil by A.H. Beard Chiro Elite, Chiro Premium, Chiro Tycoon, Chiro Superb;
- King Koil by A.H. Beard Terassa, Girona, Cameo, Daintree, Coventry, Luxor, Mirage, Quartet, Grand Harmony, Eternity, Royal Kensington, Lucca, Verona, Treviso;
- A.H. Beard Signature Collection Grandeur, Signature, Monogram, Supremacy, Legacy, Classique;
- A.H. Beard Natural Collection Briar, Willow, Holly, Sage;
- Sleepsense by A.H. Beard Verve, Spirit, Energy, Renew, Vibrancy, Vitality;
- iComfort by A.H. Beard Impress, Imagine, Inspire;
- Body Balance by A.H. Beard Lotus, Asana, Mantra, Soul;
- A.H. Beard Domino Indulge, Opulent, Saint Moritz 1500, Saint Moritz 1200, Tabei, Messner, Decathlon, Instinct, Kensington, Everest, Kinabalu,
- Sleephaven Raphael, Gabriel;
- Activcor by A.H. Beard Mindful, Spirit, Energy;
- Eclipse Beaufort, Britannia;
- A.H. Beard Velocity, Zenith adjustable bases.

Eligible Participants who do not have access to the Internet may call 1300 654 000 in Australia. or 0800 242 327 in New Zealand for assistance.



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- 7. If requested by the Promoter, Eligible Entrant must produce, within the time requested by the Promoter at its absolute discretion:
  - (a) appropriate photo identification or other documentation, required by the Promoter to verify their identity, age, eligibility to participate in the Promotion and claim the Gift and compliance with these Terms; and
  - (b) Proof of Purchase that corresponds to any claim they have submitted in the Promotion.

before the Promoter issues their Gift. If the items required by the Promoter are not received or a claim has not been verified to the satisfaction of the Promoter within the time period required by the Promoter, Eligible Entrant's claim will be invalid. Gifts will only be awarded following all validation and verification requirements of the Promoter being met to its satisfaction.

- 8. Once validated, eligible Entrants will receive one (1) A.H. Beard RestOn Sleep Tracker valued at \$229.00 RRP (Inc. GST/ AUST).
- 9. Gifts will be distributed within 28 days of the initial claim date unless advised by the Promoter.
- 10. Eligible Participants may claim multiple gifts throughout the Promotional Period, providing each claim relates to a unique qualifying purchase.
- 11. Gifts are not transferable, exchangeable or redeemable for cash. Gifts must be taken as offered and may not be varied.
- 12. The Promoter accepts no responsibility for any variation in the value of Gifts.
- 13. If the Promoter is unable to provide an entitled Eligible Participant with the nominated Gift, the Promoter reserves the right to supply an alternative gift of similar monetary value to the nominated Gift.
- 14. If, for any reason, the Promotion is not capable of running as planned, including due to tampering, unauthorised intervention, fraud or any other causes beyond the control of the Promoter, which corrupt or affect the administration security, fairness or integrity or proper conduct of this Promotion, the Promoter reserves the right in its sole discretion to take any action that may be available, including cancelling, terminating, modifying or suspending the Promotion.



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- 15. The Promoter and its associated agencies (including its officers, employees and agents) shall not be liable for any loss or damage whatsoever (including but not limited to direct or consequential loss) or personal injury suffered or sustained directly or indirectly in connection with this Promotion or accepting or using a Gift, except that that cannot be excluded by law (in which case that liability is limited to the minimum allowable by law) or which would cause any part of this clause to be void or unenforceable.
- 16. By participating in the Promotion, an Eligible Entrant releases and indemnifies the Promoter and its associated entities (including its officers, employees and agents) from all actions, liabilities, penalties, claims or demands the Eligible Entrant may have had against the Promoter or that the Promoter may incur for any loss or damage which may be suffered or sustained as a direct result of an Eligible Entrant entering or participating in the Promotion, or using or permitted any other person to use the Gift, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law) or which would cause any part of this clause to be void or unenforceable.
- 17. The Promoter accepts no responsibility for any tax liabilities that may arise from receiving a Gift.
- 18. The Promoter's decision is final and no correspondence will be entered into.
- 19. The Promoter may collect personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, gift suppliers and, as required, to Australian regulatory authorities. Participation is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic or mail messages or telephoning the Eligible Entrant. Eligible Entrants should direct any request to access, update or correct information to the Promoter. All entries become the property of the Promoter.