## Harvey Norman® Kick Off the Footy Season – Spin to WIN (Promotion)

- 1. The Promoter is Generic Publications Pty Ltd A.B.N. 35 104 215 241 of 21A Richmond Road, Homebush West NSW 2140 (**Promoter**).
- 2. Each individual who participates in the Promotion is an entrant (Entrant).
- 3. To enter the Promotion, Entrants must scan a QR code or visit http://hn.com.au/spintowin, which will direct the Entrant to the following website: https://kickoffthefootyseasoncatalogue.komo.site (**Website**).
- 4. The participation of an Entrant in the Promotion constitutes their acceptance of these terms and conditions (**Terms**).
- 5. The Website is owned and operated by Komo Technologies Pty Ltd (**Komo**). Your use of the Website is also subject to the Terms, which incorporate the terms and conditions of Komo for use of the Website.
- 6. If you do not accept the Terms, you must refrain from using this Website or from entering the Promotion.
- 7. Entry restrictions:
  - a. Entry is open to all ages, however, any Entrant under 18 years of age requires parent/guardian consent prior to entering the Promotion.
  - b. Officers, management, employees and immediate families of (a) the Promoter and each related body corporate; and (d) any other organisation associated with the Promotion, are ineligible to enter.
- 8. The Promotion commences on Thursday 27<sup>th</sup> February 2025 10:00AM and closes on Monday 10<sup>th</sup> March 2025 at 11:59PM (**Promotion Period**).

## **ENTRANT METHOD**

- 9. To enter the Promotion, each Entrant must:
  - a. scan the QR code or visit http://hn.com.au/spintowin, which will direct the Entrant to the following website https://kickoffthefootyseasoncatalogue.komo.site;
  - b. complete all of the required data entry fields in the entry form, including full name, daytime telephone number and email address of the Entrant; read and agree to the Terms by ticking "I have read and agreed to the terms and conditions of the Promotion" (the **Entry**).
  - c. Entrants that make a purchase at an independent Harvey Norman® franchisees during the promotional period (Qualifying Purchase) can upload a copy of their invoice and select which Grand Final Prize they would like to enter the draw to win.
  - d. participate in the Spin to WIN game.
- 10. Spin to WIN:
  - a. To be eligible to win a Prize (as defined below), Entrants must spin the virtual wheel on the Website and land on a Prize (each a **Draw**).
  - b. If the Draw lands on a Prize, the Website will display that the Entrant is a winner and their prize (each a **Winner**).
  - c. Winners will then be required to enter a delivery address to claim the prize.
- 11. The Promotion is a game of chance. All valid Spin to WIN entries will be entered into the applicable random computerised draw, which will take place via the Spin to WIN functionality on the Website.
- 12. The Entrant may (at the sole discretion of the Entrant) opt-in to receive further marketing communications from the Promoter, and the Entrant thereby agrees to share the details of the Entry (including the personal information of the Entrant, if applicable) with the Promoter for the purpose of receiving further marketing communications from the Promoter.
- 13. Entry into the Promotion is limited to one (1) entry per Entrant per day, throughout the entire Promotion Period.
- 14. The Promotion is a game of chance. All valid Major Prize Entries will be entered into a random computerised draw to select a Winner (as defined below).

# **PRIZE DETAILS**

15. Each Entrant that submits an Entry into the Spin to WIN 'instant prize' draw will have the chance to win one of the following Physical Spin to WIN Prizes or Digital Spin to WIN Prizes (each a **Spin to WIN Prize**):

# **Physical Spin to WIN Prize:**

- One (1) Sealy Posturepedic Exquisite Claremont Medium Mattress (0001028141) Queen, valued at \$6,799.
- One (1) Emilie 4-Piece Outdoor Lounge Setting with 3-Seater Black (78732) valued at \$2,999.
- One (1) HP 15.6-inch Core-Ultra-7-155H/16GB/1TB SSD Laptop Natural Silver (AQ1D1PA) valued at \$1,698.
- One (1) Hisense 483L French Door Fridge with Water Dispenser Black (HRCD483TBW) valued at \$1,496.
- One (1) Samsung Galaxy S25 512GB Silver Shadow (11901334141) valued at \$1,387.

- One (1) Category 1 Two Day Double Pass to the 2025 NRLW Magic Round & NRLW Coin Toss for two (2) people valued at \$1,250.
- One (1) Everdure KILN 2-Burner LPG Pizza Oven Graphite (EKILN2G) valued at \$999.
- One (1) of two (2) NRL Premiership Signed Jerseys of your team choice (subject to availability) valued at \$500 each
- One (1) of two (2) Ninja CREAMi Deluxe 11-in-1 Ice Cream and Frozen Treat Makers (NC501) valued at \$379 each.
- One (1) of two (2) NRLW Signed Jerseys of your team of choice (subject to availability) valued at \$350 each
- One (1) of three (3) Tefal Dual Easy Fry and Grill XXL Air Fryers (EY905N) valued at \$299 each.
- One (1) of three (3) Category 1 Two-Day Double Passes to the 2025 NRLW Magic Round valued at \$250 each.
- One (1) of two (2) GIANTS Guernseys valued at \$139.99 each.
- One (1) of two (2) Category 1 Double Passes to the Women's State of Origin Game 2 at Allianz Stadium valued at \$100 each.
- One (1) of ten (10) Harvey Norman® Gift Cards valued at \$100 each.
- One (1) of five (5) Breville the Quick & Easy Pie Makers (LPI285GRY2IAN1) valued at \$99 each.
- One (1) of ten (10) Double Passes to any GIANTS game (home or away) across the 2025 season valued at \$80 each.
- One (1) of ten (10) Harvey Norman® Gift Cards valued at \$50 each.
- One (1) of ten (10) GIANTS hats valued at \$45 each.
- One (1) of ten (10) GIANTS scarves valued at \$40 each.

## **GRAND FINAL PRIZE:**

Each entrant that has made a purchase at an independent Harvey Norman<sup>®</sup> franchisee during the promotional period and uploads a copy of their invoice, as part of their entry will be automatically entered into the Toyota AFL Grand Final or Telstra Premiership Final Series Prize Draw (**Grand Final Prize Entrant**).

## Grand Final Prize Pack 1 (Toyota AFL Grand Final):

- One (1) Hisense 100" Q7NAU 4K QLED Smart TV (100Q7NAU) valued at \$4,995.
- One (1) Category 2 Double Pass to the 2025 Toyota AFL Grand Final & access to the GIANTS Grand Final Brunch valued at \$2,800.
- One (1) JBL PartyBox Ultimate Massive Party Speaker (JBLPARTYBOXULTA) & JBL Bluetooth Party Light Stick Package (JBLPLSTICK) valued at \$2,190.
- One (1) Harvey Norman® Gift Card valued at \$1,000.
- One (1) Travel Voucher valued at \$1,000.
- One (1) Hisense 125L Bar Fridge Black (HRBF125B) valued at \$279.

# Grand Final Prize Pack 2 (NRL Grand Final):

- One (1) Hisense 100" Q7NAU 4K QLED Smart TV (100Q7NAU) valued at \$4,995.
- One (1) JBL PartyBox Ultimate Massive Party Speaker (JBLPARTYBOXULTA) & JBL Bluetooth Party Light Stick Package (JBLPLSTICK) valued at \$2,190.
- One (1) Gold Category Double Pass to the 2025 NRL Grand Final valued at \$600.
- One (1) Harvey Norman<sup>®</sup> Gift Card valued at \$1000.
- One (1) Travel Voucher valued at \$1000.
- One (1) Hisense 125L Bar Fridge Black (HRBF125B) valued at \$279.
- 16. The total value of the Prize pool is \$47,185.98 (including GST). Each Prize shall be delivered to each Winner in accordance with clauses 19 to 22 of these Terms.
- 17. To the extent permitted by applicable laws, each Prize is provided 'as-is', and the Promoter is not responsible for any additional costs incurred by the Winner (incidental or otherwise).

# **PRIZE DRAW DETAILS**

- 18. For any Spin to WIN Prize, each Winner will be contacted by the Promoter within five (5) business days of the Draw (**Prize Notice**) via the details included in the Entry to arrange the delivery of the Prize. If the Winner does not claim the Prize or if the Promoter is unable to contact the Winner using reasonable commercial endeavours to enable the Winner to claim the Prize within 14 days of the Prize Notice, (**Uncontactable Entrant**), it shall be deemed that the Uncontactable Entrant has forfeited their Entry to receive the Prize (**Unclaimed Prize**). No compensation or second chance draw will be offered to the Uncontactable Entrant.
- 19. The Grand Final Prize Draw will take place at B1 Richmond Road, Homebush West NSW 2140 on Tuesday, 11<sup>th</sup> March 2025 at 10am. (Grand Final Prize). Each Grand Final Prize Winner will be contacted by the Promoter on Wednesday 25<sup>th</sup> March 2025 10am via phone-call and email (or both). Each Major Prize Entrant must confirm their acceptance of Major Prize with the Promoter via phone-call or email by Wednesday 19<sup>th</sup> March 10am (Grand Final Prize Acceptance Date). If a Grand Final Prize Entrant does not confirm their acceptance of the Grand Final Prize by the Grand Final Prize Acceptance Date, or is unable to be contacted

by the Promoter (after using reasonable commercial efforts to contact the Major Prize Entrant via the details included in the Entry) (**Uncontactable Grand Final Prize Entrant**), it shall be deemed that the Uncontactable Grand Final Prize Entrant has forfeited their offer to receive the Grand Final Prize. The Promoter reserves the right to award the Grand Final to the next applicable winning Entry, with no compensation to the Uncontactable Major Prize Entrant.

- 20. If the Prize is claimed by the Winner, the first initial, last name and postcode of each Winner will be published on www.harveynorman.com.au/winnerannouncements on Friday, 21st March 2025.
- 21. **Unclaimed Prize Pool:** In the event that for any reason whatsoever there is an Unclaimed Prize, a random computerised second chance draw will be conducted for each Unclaimed Prize by the Promoter at B1 Richmond Road Homebush West 2140 on Monday 12<sup>th</sup> May 2025 10am subject to written directions from State regulatory bodies (**Second Chance Draw**). The winner of the Second Chance Draw, if any, will be notified in writing within two (2) business days of the Second Chance Draw (**Unclaimed Prize Date**), and the first initial, last name and postcode of each winner will be published on www.harveynorman.com.au/winnerannouncements within seven (7) business days of the Unclaimed Prize Date.
- 22. This Promotion is authorised under ACT Permit: TP25/00276 NSW Permit: TP/02079 SA Permit: T25193 AFL Authorised GF Promotion: GFAFL25/18

#### **ENTRANT WARRANTIES**

- 23. By entering in the Promotion, and Entrant warrants that the Entry is not:
  - a. unlawful or capable of violating any law or giving rise to a civil action;
  - b. obscene:
  - c. defamatory or libellous;
  - d. threatening or harassing;
  - e. pornographic or contain nudity;
  - f. hateful;
  - g. offensive against a person or group of persons on the grounds of age, colour, gender, national or ethnic origin, disability, race, religion or sexual preference;
  - h. incite or be capable of encouraging conduct that would be considered a criminal offence;
  - i. in violation of the social media guidelines, rules or terms of service of the relevant social media site or platform used to enter the Promotion.
- 24. Each Entrant warrants that:
  - a. they have the full power and capacity to grant the rights, warranties and consents set out in the Terms;
  - b. the Entry is not, and its use by the Promoter will not be, in breach of any third party intellectual property rights, or any privacy law.
  - c. the Entrant shall not:
    - reverse assemble, reverse engineer, decompile or otherwise attempt to derive source code from the Website; or
    - ii. reproduce, modify or prepare derivative works of the Website;
  - d. they shall only use the Website in accordance with the Terms and applicable laws.
- 25. Except for any liability not excluded by law, each Entrant releases and indemnifies the Promoter from and against all actions, claims and liabilities, that the Entrant now has or in the future may have against the Promoter for any loss, damage or injury (including any special or consequential loss) suffered as a direct or indirect result of the participation of the Entrant in the Promotion, a breach of the Terms, or the acceptance of or use of a Prize (or both).
- 26. Entrants must ensure that each Entry is received by the Promoter during the Promotion Period. Each Entry is deemed to be received at the time of receipt by the Promoter, not the time of transmission by the Entrant. The Promoter takes no responsibility for any late, lost, illegible, corrupted or misdirected Entry or for any delays or failures in any telecommunications services or equipment.
- 27. Should the contact details of the Entrant change at any time between the date on which they enter the Promotion and the Unclaimed Prize Date, that Entrant must notify the Promoter of their correct contact details immediately.
- 28. Any Entry that is made on behalf of an Entrant by a third party, or otherwise by proxy, will be invalid.
- 29. The Promoter may, in the absolute discretion of the Promoter, declare any or all Entries made by an Entrant to be invalid if the Entrant:
  - a. fails to establish their entitlement to win the Promotion to the satisfaction of the Promoter; or
  - b. fails to produce items as required by the Terms (if any) or produces items that appear to be illegible, stolen, forged, reconstructed, altered, incomplete or tampered with in any way; or
  - c. appears, to the Promoter, to have tampered with, or benefited from tampering with, the entry process; or
  - d. has submitted an Entry that is not in accordance with the Terms.

## **PRIZE DISCLAIMERS**

30. All Prize values are correct as at the date of the commencement date of the Promotion and are reflective of the

recommended retail price and are in Australian dollars. The Promoter takes no responsibility for any variations in the value of the Prize.

- 31. If a Winner is under the age of 18 years (where Entry by persons under 18 is permitted):
  - a. they must be accompanied on the Prize by a parent or legal guardian; or
  - b. the Promoter may, at its discretion, award the Prize to the winner's parent or guardian (who is aged over 18 years).
- 32. The Prize must be taken as offered and cannot be varied. If the Prize (or any part of the Prize) is unavailable for any reason, the Promoter will, in its absolute discretion, substitute alternative goods or services of no lesser retail value and/or specification (subject to the approval of the authorities that have issued permits for the conduct of the Promotion). The Promoter accepts no other liability or responsibility for any loss incurred by the Winner or any other party if the Prize (or any part of the Prize, if applicable) is unavailable for any reason.
- 33. The Prize cannot be refunded or exchanged and, except as expressly permitted by the Terms, cannot be taken as a monetary payment.
- 34. Unless expressly stated all other costs and expenses associated with taking the Prize become the responsibility of the Winner.
- 35. The Prize must be claimed by the Winner by the Unclaimed Prize Date, where applicable. All aspects of each Prize must be taken together as a package. In the event that for any reason whatsoever the Winner does not take the Prize or an element of the Prize at the time stipulated by the Promoter, the Prize or that element of the Prize will be forfeited by the Winner.
- 36. The Prize may be transferred at the sole discretion of the Promoter. In the event that the Promoter exercises its discretion to allow the Winner to transfer the Prize, the transfer will be on the condition that the transferee accepts all terms and conditions set out in the Terms and the Promoter may require such acceptance in writing at its absolute discretion.
- 37. If the Determination Date or Unclaimed Prize Determination Date is a public holiday, the determination will be conducted on the following business day.
- 38. Prizes may not, without the prior written consent of the Prize supplier and the Promoter, be resold or offered for resale at a premium (including via on-line auction sites) or used for advertising, promotion or other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services.

#### **GENERAL**

- 39. The Promoter reserves the right to take any action necessary in its sole discretion at any time, in accordance with the Terms.
- 40. If the Promoter becomes aware after an Entrant has won a Prize (and therefore, becomes a Winner) that the Entrant has not complied with the Terms, that Entrant will have no entitlement to the Prize, even if the Promoter has announced them as Winner. That Entrant will be required to return, refund or otherwise make restitution of the Prize.
- 41. The Promoter reserves the right to verify the validity of any Entries and in its sole discretion, disqualify any or all Entries from, and prohibit further participation in this Promotion by, any person who: (a) tampers with or benefits from any tampering with the Entry process or with the operation of the Promotion; (b) acts in violation of the Terms; (c) acts in a disruptive manner; (d) acts with the intent to annoy, abuse, threaten or harass any other person; or (e) engages in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion. The Promoter legal rights to recover damages or other compensation from such an offender are reserved.
- 42. To the full extent permitted by the law the Promoter, affiliates of the Promoter, or any other organisation associated with this Promotion (each a **Relevant Party**) will not be liable for any loss, damage, claim, cost, expense or personal injury suffered or sustained (including, but not limited to, that caused by any person's negligence) by any Entrant in connection with the Promotion or the Prize, including:
  - a. any indirect, economic or consequential loss or loss of profits;
  - b. any loss arising from the negligence of a Relevant Party; and
  - c. any liability for personal injury or death.
- 43. If, for any reason, the Promotion is not capable of running as planned, including, without limitation, due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures, or any other causes beyond the control of the Promoter that corrupt or affect the administration, security, fairness or integrity, or proper conduct of the Promotion, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the Entry process or take any other action, including to cancel, terminate, modify, or suspend the Promotion (subject to any direction given under the relevant State/Territory permit regulations).
- 44. The Winner acknowledges that the Prize may be subject to additional terms and conditions imposed by third parties.45. The Terms are governed by the laws of each State and Territory of Australia, as applicable to the
- 45. The Terms are governed by the laws of each State and Territory of Australia, as applicable to the Entrant. These rules are Terms and constitute the entire terms and conditions between the Entrant and the Promoter with respect to the Promotion. The Promoter may alter, modify, or amend the Terms at its sole discretion and will only provide Entrants with notice of substantial amendments (subject to the approval of the authorities that have issued permits for the conduct of the Promotion).
- 46. The decision of the Promoter in relation to this Promotion is final and binding on each Entrant and the Promoter

will not enter into any correspondence.

In the event an Entrant has a concern, question or dispute in relation to the conduct of the Promotion, or the process for claiming a prize (or both), the Entrant may email the Promoter via gpenquiries@gpadvertising.com.au

## **PRIVACY**

- 47. The Promoter is bound by the Australian Privacy Principles in the Privacy Act 1988 (Cth). Entrants' personal information will be collected, used and disclosed by the Promoter as set out in the Privacy Policy of Generic Publications Pty Ltd https://www.harveynorman.com.au/generic-publications.
- 48. 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 participation of the Entrant in this Promotion has given their express consent for their details to be provided to the Promoter and any of the Related Parties and to be contacted by the Promoter or any of the Related Parties in relation to this Promotion.
- 49. By entering the Promotion, each Entrant consents to their personal information being collected by the Promoter and used by the Promoter for the purpose of conducting the Promotion and notifying Winners, which includes sharing the necessary details of the Winner to any third-party suppliers in order to arrange delivery or collection of the Prize.
- 50. All personal details of an Entrant will be stored at the office of the Promoter in accordance with the Privacy Policy of the Promoter as applicable, the Privacy Act 1988 (Cth) and the Australian Privacy Principles. A request to access, update or correct any information should be directed to the Promoter. If an Entrant does not provide their personal information, the Promoter may not be able to process the entry or notify the Entrant if they are a Winner.