

## “KWIK KOPY WIN A HOLIDAY 2019” PROMOTION

### TERMS AND CONDITIONS

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. The Promoter is Kwik Kopy Australia Pty Ltd (ABN 27 002 218 822) of Level 9, 50 Berry Street, North Sydney, NSW 2060, telephone 02 9967 5500.
3. Entry is only open to registered businesses operating in Australia (each an “**Eligible Business**”). Agencies associated with this promotion are ineligible to enter.
4. The Eligible Business must be within the Promoter’s trading terms throughout the Promotional Period and must not have overdue monies owing as at the draw date in order to be eligible to claim any prize.
5. Entries into the promotion open on 01/09/2019 and end at 11:59pm AEDT on 30/11/2019 (“**Promotional Period**”).
6. To be eligible to enter, an Eligible Business must spend a minimum of \$250.00 (ex. GST) in a single transaction at a participating Kwik Kopy Centre during the Promotional Period (each a “**Qualifying Transaction**”).
7. To enter, an authorised representative, on behalf of an Eligible Business, must then visit [www.kwikkopy.com.au/holiday](http://www.kwikkopy.com.au/holiday), follow the prompts to the promotion entry page, input the requested details (including their full name, the name of their business, valid email address, contact phone number, the invoice number and amount associated with their Qualifying Transaction) and submit the fully completed online entry form during the Promotional Period. One (1) entry will be awarded for each \$250 (ex. GST) spent in a single transaction. For example, if an Eligible Business spends between \$250 and \$499 in a single transaction, they will be eligible to receive one (1) entry for that transaction, and if an Eligible Business spends between \$500 and \$749 in a single transaction they will be eligible to receive two (2) entries in respect of that transaction.
8. The draw will take place at Anisimoff Legal, Suite 5, Erina Plaza, 210 Central Coast Highway, Erina NSW 2250 on 03/12/2019 at 12noon AEDT. Winning Eligible Businesses will be notified in writing within two (2) business days of the draw and the names of each winning Eligible Business will be published online at [www.kwikkopy.com.au/holiday](http://www.kwikkopy.com.au/holiday) from 10/12/2019.
9. The first valid entry drawn will win a \$10,000 Flight Centre travel voucher.
10. The next six (6) valid entries drawn will each win a \$1,000 Flight Centre travel voucher.
11. The next two (2) valid entries drawn will each win a pair of Sony WH1000XM3 wireless noise cancelling over-ear headphones valued at \$395.
12. The next four (4) valid entries drawn will each win a \$250 Red Balloon voucher.
13. The next four (4) valid entries drawn will each win a Fujifilm Instax Mini 90 New Classic Instant Camera valued at \$219

14. The next twenty (20) valid entries drawn will each a \$100 Kwik Kopy voucher.
15. The next ten (10) valid entries drawn will each win a Gold Class Double Pass valued at \$88.
16. The next ten (10) valid entries drawn will each win a Sony SRSXB12 Compact Extra Bass Wireless Speaker valued at \$79.
17. Any ancillary costs associated with redeeming a voucher/double pass are not included. Any unused balance of a voucher/double pass will not be awarded as cash. Redemption of a voucher/double pass is subject to any terms and conditions of the issuer including those specified on the voucher/double pass.
18. Eligible Businesses must retain their original purchase receipt/invoice 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 Eligible Business's entries and forfeiture of any right to a prize. Purchase receipt/invoice must clearly specify the Kwik Kopy store of purchase, the amount spent and that the purchase was made during the Promotional Period and prior to entry.
19. The Promoter reserves the right, at any time, to verify the validity of entries and Eligible Businesses and reserve the right, in its sole discretion, to disqualify any Eligible Business 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.
20. If there is a dispute as to the identity of an Eligible Business, the Promoter reserves the right, in their sole discretion, to determine the identity of the Eligible Business.
21. The Promoter's decision is final and no correspondence will be entered into.
22. Prizes will be awarded to the owners of the winning Eligible Businesses.
23. Subject to the unclaimed prize draw clause, if for any reason a winning Eligible Business does not take / redeem a prize by the time stipulated by the Promoter, then the prize will be forfeited.
24. If any prize is unavailable, the Promoter, at its discretion, reserve the right to substitute the prize with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
25. The total prize pool value is \$22,336. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.
26. A draw for any unclaimed prizes may take place on 03/03/2020 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winning Eligible Businesses, if any, will be notified in writing and by telephone within two (2) business days of the draw and their names will be published online at [www.kwikkopy.com.au/holiday](http://www.kwikkopy.com.au/holiday) from 10/03/2020.

27. Eligible Businesses consent to the Promoter using their details 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.
28. 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 Eligible Business; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
29. 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 their respective officers, employees and agents) exclude 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.
30. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) are not responsible for and exclude 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 Eligible Business; (f) use of the prize.
31. The Promoter collects personal information ("**PI**") in order to conduct 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. The Promoter will also use and handle PI as set out in their Privacy Policy, which can be viewed at [www.kwikkopy.com.au/privacy](http://www.kwikkopy.com.au/privacy). The Privacy Policy also contains information about how individuals may opt out, access, update or correct their PI, how they 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. The Promoter will not disclose PI to any entity outside of Australia.

**NSW Permit No. LTPS/19/36866**

**ACT Permit No. TP19/03870**

**SA Permit No. T19/1261**