

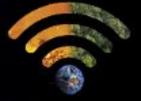
#EarthHourLive

JOIN AUSTRALIA UNPLUGGED AND ONLINE

LIVE ON YOUTUBE

SAT 28 MARCH

8:30PM (AEDST)



earthhour.org.au



'Win a Koala sofa this Earth Hour' in partnership with Koala.com

Terms & Conditions

1. This competition is a game of skill.
2. The 'Win a Koala sofa this Earth Hour' Competition Giveaway ("Promotion") commences on 26/03/2020 at 5:00 pm AEDT and final entries close at 11.59pm AEDT on 29/03/2020 ("Promotional Period").
3. Information on how to enter and the prizes form part of these Terms and Conditions.
4. Participation in this Promotion is deemed acceptance of these Terms and Conditions.
5. Entry is only open to Australian residents aged 18 years or over with a valid Australian mailing address.
6. The promoter is World Wide Fund for Nature Australia (WWF-Australia. ABN 57 001 594 074) of Level 1, 1 Smail Street, Ultimo, NSW 2007 ("WWF-Australia" or "Promoter").
7. Employees (and their immediate families) of the Promoter and its Partners (Koala Sleep Pty Ltd (ABN 18 605 237 090) 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.
8. The Promoter collects 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, Promotion suppliers and as required, to Australian regulatory authorities. Validity of an entry is conditional on providing this information. Any personal information provided will be held in accordance with WWF-Australia's Privacy Policy which can be accessed at <http://www.wwf.org.au/privacy-policy#gs.GCOE8QA>
9. To enter, individuals must undertake the following steps during the Promotional Period:
 - a. Individuals must post **ONE** of the following images to their individual Instagram accounts as an Instagram post, not an Instagram story, during the promotion period:
 - i. a plain, fully black image; **OR**
 - ii. the black image with the Earth Hour Logo provided at this [link](#) on the Earth Hour website. Individuals will also be sent this link by registering with their name and email address at the Earth Hour website earthhour.org.au

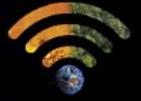
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- b. To accompany the black image, individuals must submit an original caption, in 50 words or less, on why they need a new sofa. They must enable these posts to be publicly viewed.
 - c. Individuals must tag @earthhour_australia @koala and use the hashtag #EarthHourLive in this post.
 - d. WWF-Australia will view and collect the appropriately tagged entries on Instagram for judging.
10. Only one (1) entry permitted per person.
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 winners will be decided by a panel of judges from both WWF-Australia and Koala.com.
13. The criteria for judging are:
 - a. Correct tagging of @earthhour_australia and @koala and hashtag #EarthHourLiveAU on Instagram
 - b. Validity of posts, which must be made during the Promotion period.
 - c. Originality and creativity in the written caption.
14. The total prize pool value is \$1,300. The first prize is a new Koala [3-Seater Sofa](#) (colours: Brushtail Grey, Bonnie Doon Blue) with a retail value of AUD\$1,150, including delivery to the winning individual's address.
15. The 3 runner-up prizes comprise gift packs of \$50 commercial value each, supplied by WWF-Australia (ABN 57 001 594 074). Each prize pack includes and is not limited to: one Earth Hour Planet to Plate Cookbook (\$30 retail value), and an Earth Hour T-shirt (\$20).
16. All winners will be notified on Monday, 30 March 2020. WWF-Australia will contact the winners through direct messages from WWF-Australia's Instagram accounts (@wwf_australia and/or @earthhour_australia) to request for a mailing address.
17. The winners must claim the prize by replying to WWF-Australia upon contact on Instagram within three days (72 hours) with a valid mailing address.
18. If there is no response received, the prizes will be treated as unclaimed.
19. The Promoter's decision is final.
20. If the prizes are unavailable, the Promoter and Koala.com, in their full discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification.
21. The prizes, or any unused portion of the prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.

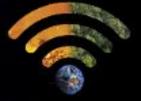
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22. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are the winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
23. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the personal information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant.
24. WWF-Australia may withdraw this Promotion or vary the Prize amount or otherwise amend these terms and conditions at any time.
25. 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 to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Errors and omissions will 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.
26. 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) to modify, suspend, terminate or cancel the promotion, as appropriate.
27. Any cost associated with accessing the Promoter's website or Instagram for the purpose of entering this Promotion is the entrant's responsibility and is dependent on the internet service provider used. The Promoter makes no guarantee of the availability of its web services and will not be held responsible for interruption of service that may interfere with the ability to participate in the Promotion.
28. 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 2010 (Cth), as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ("Non-Excludable Guarantees").
29. 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

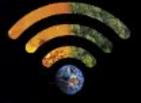
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injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion, including but not limited to:

- 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. taking and/or use of the prize.
30. As a condition of accepting the prize, the winner must provide personal information, and 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.
31. This agreement is governed by the law in force in the state of New South Wales, Australia. Any dispute arising in connection with these Terms and Conditions or in connection with WWF-Australia which cannot be resolved by good faith negotiations between us shall be referred to mediation or to arbitration. However, WWF-Australia reserves, at our absolute discretion, the right to instigate legal proceedings prior to negotiation, arbitration or mediation against any individual, organisation or entity, who in our opinion has acted in breach of these Terms and Conditions.