

Terms & Conditions of Participation Adjustable Base Gift With Purchase Promotion

1. These terms and conditions of participation, including information on how to participate and gift details (Terms), 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, Australia, 2211 (Promoter).
3. The outlets participating in the Promotion (Participating Outlets) are available by calling 1300 654 000 in Australia.
4. The Promotion will open at Participating Outlets from 9:00am AEDT on 25th November, 2021 until 11:59pm AEDT on 16th January, 2022. (Promotional Period).
5. The Promoter may choose to extend the promotional period at their discretion – if so this will be communicated in store, and online.
6. Participation in this Promotion is only open to Australian residents aged 18 years and over, excluding:
 - (a) management, employees, directors and contractors of the Promoter, its related entities, the Participating Outlets 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 6(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, (Eligible Entrants).

The persons referred to in paragraph 6(b) of these Terms includes natural and non-natural relations (in the opinion of the Promoter) and the Promoter is responsible for determining whether a person is an Eligible Entrant in its absolute discretion.

How to Participate

7. To participate in this offer, Eligible Entrants must during the Promotional Period:
 - (a) purchase any participating A.H. Beard adjustable base from a Participating Outlet. (Eligible Product)
 - (b) go to www.ahbeard.com/promotions/bonusorblight and follow the prompts and successfully register into the Promotion (Entry).

Participants who do not have access to the internet may call Australia 1300 654 000.

- (c) (Qualifying Purchase) will receive an A.H. Beard Orb Smart Sleep Light, valued at \$129 (including GST) RRP (Gift) with the purchase of any of the following Eligible Products:

- A.H. Beard Refresh Adjustable Base
- A.H. Beard Duetto Adjustable Base
- A.H. Beard Enliven II Adjustable Base
- A.H. Beard Invigorate Adjustable Base
- A.H. Beard Enrich Adjustable Base
- A.H. Beard Uplift Adjustable Base

A Qualifying Purchase is determined by the following:

- i. The Eligible Product must be paid for in full;
- ii. The Eligible Entrants must have taken delivery or collected their Eligible Product.

Verification

8. 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;
 - (b) and their Proof of Purchase that corresponds to all claims they have submitted in the Promotion, before the Promoter issues their Gift.
 - (c) 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.

General

9. Eligible Participants may receive more than one Gift, but they may only receive one Gift per Qualifying Purchase transaction.
10. Gifts are not transferable, exchangeable or redeemable for cash. Gifts must be taken as offered and may not be varied.
11. The Promoter accepts no responsibility for any variation in the value of Gifts.
12. 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.
13. 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.

14. 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 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.
15. 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.
16. The Promoter accepts no responsibility for any tax liabilities that may arise from receiving a Gift.
17. The Promoter's decision is final, and no correspondence will be entered into.
18. 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.