

**CONSUMER PROMOTION  
SCHEDULE OF DETAILS**

This Schedule sets out the details of the A.H. Beard “**Win the ultimate sleep with an A.H. Beard Adjustable Base**” Promotion. The Schedule must be read together with the Terms and Conditions of Entry (which follow this Schedule).

<b>Promotion</b>	The Consumer Promotion described in this Schedule.
<b>Promotion Name</b>	A.H. Beard’s – Win the ultimate sleep with an A.H. Beard Adjustable Base
<b>Game Type</b>	Game of Skill – Chance plays no part in determining the Winners.
<b>Promoter</b>	The Promoter is A.H. Beard (ABN 47 000 060 677) 1/35 Bryant Street, Padstow, NSW, Australia, 2211.
<b>Relevant Regions</b>	All Australian States and Territories.
<b>Eligible Person</b>	<p>Entry is only open to persons who:</p> <ul style="list-style-type: none"> <li>a) Are Australian residents;</li> <li>b) who make a valid purchase during the Promotional Period; and</li> <li>c) enter into the competition in accordance with these Terms and Conditions.</li> </ul> <p>Directors, management, employees, officers and contractors of the Promoter who are directly involved in the management of the Promotion or of the agencies or organisations associated with this Promotion are ineligible to enter. The immediately families of directors, management and officers of the Promoter are ineligible to enter as well.</p>
<b>Promotion Period</b>	<p>The Promotion commences 09:00AM AEST Saturday 16 November 2019 and concludes 11:59PM AEST Tuesday 24 December 2019.</p> <p><i>Final entry must be submitted no later than 11:59PM AEST Tuesday 7 January 2020.</i></p>
<b>Entry Procedure</b>	<p>During the Promotion Period, Eligible Entrants must:</p> <ul style="list-style-type: none"> <li>a) purchase a participating A.H. Beard mattress Valued at \$1000 and over in the Promotional Period then;</li> <li>b) visit <a href="http://www.ahbeard.com/ultimatesleep">www.ahbeard.com/ultimatesleep</a> and follow the prompts to complete the online entry form 50 words or less, to “<i>Why do you need an A.H. Beard Invigorate adjustable base in your life?</i>”.</li> </ul>
<b>Participating Products (if applicable)</b>	Any A.H. Beard mattresses valued at \$1000 and over from participating Betta Home Living or FurnitureZone stores.
<b>Verification Requirements</b>	Winners will be required to verify their identity, proof of age and proof of purchase in the form of an original tax receipt.
<b>Maximum Number of Entries per Entrant</b>	Multiple entries are permitted, providing each entry is associated with a unique purchase and has not been the subject of a return.

<b>Winner Selection</b>	<p>Entries will be individually judged to determine the winner. The Entry with the most creative answer will be deemed the Winner.</p> <p>The judges reserve the right to disqualify any entrant submitting an entry which, in the opinion of the judges, includes objectionable content, including but not limited to profanity, nudity, potentially insulting, scandalous, inflammatory or defamatory images or language. The judges' decision will be final and no correspondence will be entered into.</p> <p>Judges may select additional reserve entrants which they determine to be the next best, and record them in order of merit, in case of an invalid entry or ineligible Winner.</p>
<b>Prize Details</b>	<p>There is one (1) major prize to be won:</p> <p>A.H. Beard Invigorate Adjustable Base</p> <p>Total prize pool is valued at up to <b>\$2,000</b></p> <p>Prize value is in \$AUD/Inc. GST.</p>
<b>Prize Conditions</b>	<p>If a Prize winner is under 18 years of age, the prize will be awarded to a legal parent or guardian on behalf of the Winner.</p> <p>The Prize will be managed by the Promoter.</p> <p>The Promoter reserves the right to require Winners to sign any legal documentation as and in the form required by the Promoter, or suppliers of Prizes, in their absolute discretion including without limitation a form of waiver or release with respect to acceptance or usage of the Prize, or any liability arising out of or in relation to the Prize or this Promotion.</p>
<b>Publication Dates</b>	<p>The name and locality of the Winners will be published via <a href="http://www.ahbeard.com">www.ahbeard.com</a> on Tuesday the 14 January 2020.</p>
<b>Prize Claim Date</b>	<p>The Prize must be claimed by 5:00PM AEST Friday 14 February 2019.</p>
<b>Claim Instructions</b>	<p>Winners will be contacted by telephone and in writing by the Promoter and provided with details as to how to claim the Prize.</p>
<b>Unclaimed Prize (if applicable)</b>	<p>If the Prize remains unclaimed or unallocated because of incorrect, inaccurate or invalid purchase at the Prize Claim Date, the Promoter, A.H. Beard, will award the unclaimed prize to the next entry as selected by the Promoter.</p>
<b>Safety</b>	<p>Winners accept the Prize at their own risk. The Promoter makes no representation as to the safety, conditions or other issues that may exist at any destination.</p>
<b>Privacy</b>	<p>Personal information collected will be used in line with the A.H.Beard Privacy Policy for the purpose of facilitating this competition.</p> <p>The Winner consents for the Promoter to supply their personal information to the Agent or associated agencies in order to facilitate the Competition and redemption of the Prize.</p>

## TRADE PROMOTION TERMS AND CONDITIONS OF ENTRY

1. These Terms and Conditions incorporate and must be read together with the Schedule for the Promotion. The Schedule prevails to the extent of any inconsistencies with these Terms and Conditions. Entry into this Promotion constitutes acceptance of these Terms and Conditions.
2. The Promoter is A.H. Beard (ABN 47 000 060 677) 1/35 Bryant Street, Padstow, NSW, Australia, 2211.
3. The Promoter is Any capitalised terms used in these Terms and Conditions have the meaning given in the Schedule, except where stated otherwise. Unless the contrary intention appears, a reference in these terms to the word "person" includes an individual, a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association, or any government agency or entity.

### ELIGIBILITY TO ENTER

4. Entry to the Promotion is open to residents of the Relevant State(s) / Countries who are Eligible Persons as described in the Schedule and meet the Entry Restrictions (if any).
5. Entrants must be 17 years of age or older.
6. Directors, management, employees, officers and contractors of the Promoter who are directly involved in the management of the Promotion (and their Immediate Families) or of the agencies or organisations associated with this Promotion are ineligible to enter. **Immediate Families** means spouse, parent, natural or adopted child, and sibling (whether natural or adopted by a parent), whether or not they live in the same household as the director, manager, employee, officer or contractor.

### ENTRY

7. The Promotion will be conducted during the Promotion Period. To enter the Promotion, entrants must complete the Entry Procedure during the Promotion Period.
8. Entries may only be submitted in accordance with the Entry Procedure and will not be accepted by the Promoter in any other form.
9. All valid entries received during the Promotion Period will be entered in the Promotion and the prize draw.
10. Once submitted, the entrant cannot alter or delete their entry.
11. Entrants may enter the Promotion up to the Maximum Number of Entries. Multiple entries (where permitted) must be submitted separately and must each separately meet any product purchase requirement specified in the Entry Procedure (if applicable). Excess entries will be deemed invalid.
12. Entries must be received by the Promoter during the Promotion Period. Email and electronic entries are deemed to have been received at the time of receipt into the Promoter's database and not at the time of transmission by the entrant.
13. If the Promotion involves entry via a website, the cost of accessing the website will be dependent upon the entrant's individual Internet Service Provider.
14. All Entries (including photographs and videos) become and remain the property of the Promoter upon submission and will not be returned to entrants.

### ENTRY CONTENT AND VALIDITY

15. Entrants are required to take full responsibility for the content of their entry and for ensuring that their entry complies with these Terms and Conditions. For the purposes of these content requirements, Entry Materials includes any material (including but not limited to, drawings, artwork, images, text,

photos, videos and email messages) that entrants submit, upload, transmit, publish, communicate or use in connection with their entry into the Promotion.

16. Incomplete and illegible entries will be deemed invalid. Entries that breach these Terms and Conditions or any other content guidelines notified by the Promoter during the Promotion Period will also be deemed invalid.
17. Entries submitted by persons who are not Eligible Persons will be deemed invalid. The Promoter will not assess each entry however, winning entries will be scrutinised.
18. If an entry is invalid or if an entrant is unable or refuses to take part in any element of this Promotion, the Promoter reserves the right to discard that entrant's entry and proceed as if that entrant had not entered the Promotion.
19. If for any reason, the Promoter becomes aware after an entrant has won a prize that the entrant has not complied with these Terms and Conditions or that their entry is otherwise invalid, that entrant will have no entitlement to the prize, even if the Promoter has announced them as a winner and that entrant will be required, at the direction of the Promoter, to return, refund or otherwise make restitution of the prize.
20. Entries must be the entrant's original work. The Promoter reserves the right to verify, or to require the entrant to verify, that the entry is the entrant's original work. If an entry cannot be verified to the Promoter's reasonable satisfaction, the entry will be deemed invalid.

## CONSENTS AND PERMISSIONS

21. An entrant's entry must not include:
  - (a) any image or voice of any other person without that person's express consent. Entrants warrant that if any such content is included, they have obtained the express consent of the relevant person;
  - (b) any content that contravenes any law, infringes the rights of any person or is obscene, offensive, potentially defamatory, discriminatory, indecent or otherwise objectionable or inappropriate (including but not limited to, any content involving nudity, malice, excessive violence or swearing); and
  - (c) any literary, dramatic, musical or artistic work, any audio-visual or sound recording, or any other item in which copyright subsists, unless the entrant is entitled to do so. If an entrant has any doubts about whether they have the right to include any content (for example, recorded music) they must not include it. By including any such content in their entry, the entrant warrants that they have the permission of the relevant copyright owner to do so and that this permission allows the Promoter to use the entry in accordance with these Terms and Conditions.
22. By entering this Promotion all entrants:
  - (a) consent to the Promoter using and publishing (and authorising others to use and publish) their name, character, likeness, image, voice or anything else that identifies them for the purposes of any promotion or matter incidental to the Promotion, including future similar promotions, and at any time during or after the Promotional Period and via any means (including but not limited to, any national print media, the Promoter's website and any other promotional material);
  - (b) assign (and, if necessary, will in the future assign) all intellectual property rights (including copyright) in their Entry Materials in relation to all media (including but not limited to, the internet) and whether in existence now or created in the future;
  - (c) unconditionally and irrevocably:
    - (i) consent to any act or omission that would otherwise infringe any of their moral rights in the Entry Materials (as defined in Part IX of the *Copyright Act 1968* (Cth)) and

present and future rights of a similar nature conferred by statute anywhere in the world whether occurring before or after this consent is given;

- (ii) waive all moral rights that arise outside Australia; and
  - (iii) agree not to institute, maintain or support any claim or proceeding for infringement of their moral rights in the Entry Materials;
- (d) warrant to the Promoter that their entry is the original independent creation of the entrant and free from any claims, including copyright or trade mark claims, by other persons.
23. If the Promotion involves the publication of Entry Materials on a website, the Promoter accepts no responsibility or liability where an entrant's photos, images or other Entry Materials are downloaded from the website by any persons, and for any matters after such download. The Promoter may, in its absolute discretion, edit, modify, delete, remove or take down any part of an entrant's entry.

#### **DETERMINING AND NOTIFYING WINNERS**

24. The prize draw(s) (if applicable) will be conducted in accordance with the Draw Details. The prize(s) will be awarded to the valid entry or entries (as applicable) randomly drawn in accordance with the Prize Details.
25. If the Promotion includes instant win prizes, the instant win prize(s) will be awarded to the valid entry or entries (as applicable) in accordance with the Entry Procedure.
26. Winners will be notified as specified in the Schedule and their name and State or Territory of residence will be published in accordance with the Schedule. The Promoter and the companies and agencies associated with this Promotion may also publish the name and State or Territory of winners on their website(s) and in trade publications. By entering this Promotion, each entrant requests that his or her full address not be published.
27. Entrants must, at the Promoter's reasonable request, participate in all promotional and editorial activity (such as publicity and photography) surrounding this Promotion or the winning of any prize, free of charge, and they consent to the Promoter and its related bodies corporate using their name and image in promotional material. Without limitation, entrants consent to being broadcast, filmed, photographed or otherwise recorded without compensation while participating in this Promotion, or in taking or using any prize, and they consent to the Promoter repeating any such broadcast, film or other recording at any time. The entrant also consents to the Promoter submitting for use such broadcast, film, photograph or other recording to the Promoter's contractors, the Promoter's contractor's contractors and the Promoter's agents.

#### **PRIZES - GENERAL**

28. The Promoter requires any person taking, accepting or participating in any prize to be 18 years or over.
29. If a Prize winner is under 18 years of age at the time of the Draw, the prize will be awarded to a legal parent or guardian on behalf of the Winner.
30. The prize must be taken as offered and cannot be varied unless authorised by the Promoter. The prize value includes GST and is in Australian dollars and is correct at the time of printing. The Promoter accepts no responsibility for any variation in prize value.
31. Prizes are not transferable, exchangeable or redeemable for cash. Prizes cannot be sold to a third party including, online auctions and private sales. Unused portions of prizes will be forfeited and no compensation will be paid in lieu of that element of the prize.
32. Subject to the approval process required by any relevant gaming or lotteries authority, in the event that any prize item is unavailable despite the Promoter's reasonable endeavours to procure a substitute within Australia, the Promoter reserves the right to substitute a different prize item of equal or greater value, subject to any written directions from any relevant regulatory, judicial or government authority.

33. Where prizes are lost, stolen, damaged or tampered with, for reasons beyond the control of the Promoter, the Promoter is not liable.
34. Without limiting the above terms and conditions, the Promoter may at its absolute discretion, substitute cash for any prize (the amount of cash being equal to the prize value specified in the Prize Details).
35. Except to the extent required by any law, including the *Competition and Consumer Act 2010*, the Promoter and its associated companies make no warranties or representations about the fitness for purpose or suitability of any prize and will not accept responsibility for the quality or fitness for any purpose of any prize or the failure of any prize to be of acceptable quality.
36. These Terms and Conditions do not exclude or limit the application of any statutory provision (including a provision of the *Competition and Consumer Act 2010* (Cth) where to do so would contravene that statute or cause any part of these Terms and Conditions to be void.

## **PRIZES**

37. The prize(s) are specified in the Prize Details. The prize(s) are subject to any restrictions specified in the Schedule. The total prize pool is specified in the Schedule.
38. If a prize includes tickets, including tickets to an event, the tickets are only valid for the date or period specified on the tickets or by the provider, and are subject to any terms and conditions imposed by the provider. Once awarded, the Promoter is not liable for any ticket that has been lost, stolen, forged, damaged or tampered with in any way.
39. If a prize includes travel, the prize must be booked and completed as specified by the Promoter or by the supplier of the prize. If the prize is event based, any travel provided as part of the prize must be taken on the dates specified by the Promoter to coincide with the event. The prize is subject to booking and availability, and is subject to any terms and conditions imposed by the relevant providers. All costs associated with a travel prize which are not expressly stated in the Schedule to be included, including additional spending money, passport and visa costs, transfer costs, meals, taxes, insurance, luggage costs and all other ancillary costs, are the responsibility of the winner. The winner and any travelling companion(s) must depart and return at the same time using the same air carrier. The winner and any travelling companion(s) are responsible for ensuring they have all necessary travel insurance (if not included in the prize) and documents to travel to the relevant place(s) (including passports and visas, if required). Any alterations or extensions to confirmed prize details must be approved in advance by the Promoter (at its sole discretion) and will be at the expense of the winner. The Promoter is not responsible for the cancellation, delay or rescheduling of any part of a travel prize and any costs incurred by the winner or any travelling companion(s) as a result (including accommodation costs) will be the responsibility of the winner. The winner is responsible for ensuring that they and their travelling companion(s) are fit to travel and have received appropriate immunisations and/or health checks prior to taking the prize. It is the entrant's responsibility to check and prepare for travel warnings and any perceived hazards with appropriate authorities, including [www.dfat.gov.au](http://www.dfat.gov.au). The Promoter is not responsible for any illness, injury or property damage that affects the winner while undertaking the travel prize.
40. If the prize involves a winner attending an event, if any part of the event is abandoned, called off, varied or postponed for any reason, then at the Promoter's discretion, the relevant winner (and their companion(s), if applicable) forfeits all rights to attend the relevant event and no cash or alternative tickets will be substituted for that element of the prize. If the event is varied or postponed, the Promoter, where reasonable, will try to vary arrangements to allow the winner (and their companion(s)) to attend the varied or postponed event (unless doing so would involve additional costs to the Promoter).

## **CLAIMING PRIZES**

41. Prizes must be claimed by the Prize Claim Date in accordance with any Claim Instructions set out in the Schedule.
42. If a prize is not accepted by, or failing all reasonable efforts by the Promoter, is not delivered to the prize winner, the relevant winner's entry will be deemed invalid and the Promoter reserves the right

to distribute the unclaimed prizes in accordance with the Unclaimed Prize Arrangements specified in the Schedule, subject to any directions given by any relevant authority. Winners of unclaimed prizes will be notified and have their names and State or Territory of residence published in accordance with the Unclaimed Prize Arrangements, subject to any directions given by any relevant authority.

### **CANCELLATION OF COMPETITION**

43. If, for any reason, the Promotion or any of the prizes are not capable of being run or offered as planned, including but not limited to, infection by computer virus, bugs, tampering, unauthorised intervention, fraud or any other causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion, the Promoter reserves the right in its absolute discretion to take any action that may be available to it. Any actions are subject to State and Territory regulations and may include cancellation, termination, modification or suspension of the Promotion.
44. The Promoter may also cancel, suspend or modify the Promotion if the determination of the prize winner or the delivery of the prize is prevented or hindered by any external event beyond the control of the Promoter, including but not limited to, vandalism, power failure, tempest, natural disaster, acts of God, civil unrest, strikes or other industrial action and such cancellation, suspension or modification is subject to the approval process required by any relevant gaming or lotteries authority,
45. If the Promotion is not capable of being run as planned, for reasons outlined above, the Promoter will not be liable for any loss or damage of any kind to entrants arising out of any resultant action taken by the Promoter.

### **PRIVACY AND INFORMATION**

46. The Promoter may collect the following personal information provided by entrants when entering or participating in this Promotion (including without limitation in their Entry Materials, transactional information, when you shopped, where you shopped, how you paid and what you purchased, address, phone number, name, age, information obtained from any Promotion partners, information you provide when submitting any questions or queries regarding the Promotion) or by entrants doing anything in connection with this Promotion.
47. The Promoter may use your personal information to conduct the Promotion, to ask you questions, to contact you about any matter in connection with the A.H. Beard business or the Promotion, to contact entrants if they are winners, to conduct research and marketing activities (including to inform entrants about special offers, marketing, events, promotions, product launches and other special events and discounts from the Promoter or new products or promotions and to become part of databases maintained by the Promoter or associated entities), to conduct market research (including to improve and help Promoter better tailor its product and service offering , including developing new products, services, promotional offers and shopping opportunities) and to conduct market research and other forms of analysis, unless the entrant opted out of participating in such activities in the section provided on the entry form, and otherwise in accordance with the Promoter's Privacy Policy. If you provide your email address or mobile phone number you consent to the Promoter using your email address to email you and/or your mobile telephone number to SMS you for any of the purposes listed above
48. Entrants can advise the Promoter at any time if they no longer wish to participate in any such research and marketing activities. Otherwise, their consent will remain current until specifically withdrawn. The Promoter may disclose entrants' personal information for the above purposes to other companies associated with this Promotion, related bodies corporate of the Promoter, the Promoter's information technology providers and database service providers and other entities which provide research and marketing services to the Promoter.
49. Promoter may engage other persons or organisations (for example, Promoter suppliers, prize donators, competition and promotion agencies, data mail houses, data processing organisations, marketing researchers, specialist call centres and service providers) to assist Promoter in carrying out the above purposes. Some of these organisations may be located overseas. Your personal information may be disclosed to such persons or organisations for these purposes and, in providing a service, they may contact you directly. In some circumstances, they may disclose personal information they collected from you to Promoter or one or more of the purposes already mentioned.

Promoter will hold and use all personal information it collects from third parties about you for the purposes described in this notice.

50. A.H. Beard may also disclose your personal information as required by law.
51. If entrants do not provide the personal information requested by the Promoter, they may not participate in the Promotion (except where the provision of that information is optional). Winners' names will be published and retained as required under relevant legislation. An entrant may, at any time, request to access, update or correct any information, or to have their details removed from the Promoter's database(s) and such request will be considered in accordance with the requirements of the Privacy Act. Such requests should be directed to the Promoter at its address set out in paragraph 2. The Promoter's Privacy Policy can be viewed at <http://www.ahbeard.com>.

## **INDEMNITY AND LIABILITY**

52. Unless required by any law, including the *Competition and Consumer Act 2010* (Cth), the Promoter, its related bodies corporate and their respective officers and employees, its agents, its contractors, its associated entities and their respective officers will not be liable for any loss (including but not limited to, indirect, special or consequential loss, loss of opportunity or loss of profits), expense, damage, personal injury or death which is suffered or sustained in connection with any part of this Promotion (including entry, collation of entrant details, prize draw and determination of the winner(s)), promotion of this Promotion, use or acceptance of the prize or the prize itself, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum extent allowable by law).
53. If requested by the Promoter, any entrant or winner (and their companion(s), if applicable) (or if an entrant, winner or companion is not an adult, their parent or guardian) must sign an indemnity and exclusion of liability form (provided by the Promoter) in favour of all parties involved in this competition and/or providing the prize prior to undertaking any specified activities forming part of the competition, acceptance or use of the prize or the prize itself. If any entrant, winner, nominated companion or parent/guardian (if applicable) does not sign the indemnity form provided by the Promoter, within the time requested by the Promoter, the relevant entrant's or winner's entry or claim will be deemed invalid. Where a winner's entry or claim is deemed invalid, the prize will be deemed unclaimed and the Promoter has a right to re-draw the prize in accordance with the Unclaimed Prize Arrangements in the Schedule.
54. Without limiting the previous paragraphs, the Promoter, its related bodies corporate, its agents and its associated entities will not be liable for any damage to or delay in transit of prizes.
55. If other entities are conducting the promotion in conjunction with the Promoter, the Promoter is not liable for any error made by the other entity when communicating details of the Promotion, the entry process, the prize draw, the prize, determination of the winner and promoting the Promotion.

## **GENERAL TERMS AND CONDITIONS**

56. The Promoter reserves the right in its sole discretion to verify the validity of entries and to disqualify any entrant (or voter if applicable) who tampers with the entry (or voting process), or who submits an entry which is not in accordance with these Terms and Conditions, or who the Promoter has reason to believe has breached any of these Terms and Conditions, or has engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
57. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
58. The Promoter accepts no responsibility for any tax implications that may arise from acceptance of the prize winnings. Entrants should seek independent financial advice prior to entering the Promotion.
59. The Promoter may at its absolute discretion prohibit an entrant's participation in this Promotion, cancel or suspend a prize or cease to provide any prize to a winner if the entrant or winner or any companion(s) are, in the reasonable opinion of the Promoter, under the influence of alcohol or drugs,



behaving aggressively, disruptively, or in a manner which may diminish the good name and reputation of the Promoter or its products and brands, or are engaging in conduct that is misleading, deceptive, contrary to law or is otherwise inappropriate.

60. The Promoter's decisions in connection with the Promotion are final and no correspondence will be entered into.
61. No responsibility will be taken for unsuitable, lost, deleted, late or misdirected entries. The Promoter is not responsible for technical difficulties with the entry mechanism and does not warrant that the entry mechanism will be available at all times.
62. Entries which are to be published on a website will be subject to a moderation process before being visible on the website.
63. The Promoter may require the winner(s) to provide identification as requested by the Promoter including but not limited to, proof of identity, age, residency, employment, supply to the Promoter or engagement by the Promoter. Identification considered suitable for verification is at the Promoter's reasonable discretion.
64. Entrants acknowledge that there may be inherent risks in some aspects of the Promotion or the prize and that participation in the Promotion or the prize may involve participating in dangerous activities. By entering this Promotion and/or accepting the prize, entrants accept that risk.