

KOGAN FIRST: Competition Terms and Conditions

Competition Schedule

PART A

1. **Competition Name:** Kogan First Competitions Nov-Feb 23/24
2. **Promoter:** Kogan Australia Pty Ltd (ACN 152 570 351, ABN 53 152 570 351) (**Promoter**) of 139 Gladstone Street, South Melbourne VIC 3205. Contact details available at www.kogan.com (**Website**).
3. **Entry Requirements:** Entrants must be at least 18 years of age, must reside in the Territories, and must hold a FIRST membership during the Promotion Period of the competition, as set out below.

For the avoidance of doubt, a FIRST membership includes a free 14-day trial membership. Entrants will receive entries into the draws even if their FIRST membership is terminated during the Promotion Period, and those entries will be valid for all draws as set out in the Annexures.

However, Entrants whose FIRST membership has been continuously active throughout the Competition will receive further entries into the draws as follows:

- (a) Between 0-14 days of continuous membership, 5 entries;
- (b) Between 15-30 days of continuous membership, 10 entries;
- (c) Between 31-60 days of continuous membership, 20 entries; and
- (d) For every Month or part thereof after 60 days, 10 additional entries will be applied.

For the avoidance of doubt, a Month is defined as thirty (30) calendar days. The duration of your membership will include if you were a member of FIRST before the date of the promotion.

An Entrant may only earn additional entries on their membership for the period prior to the cancellation or termination of a FIRST membership during the Promotion Period. For example, if a FIRST membership is valid for 14 days the Entrant will receive 5 entries. If that membership is cancelled for 1 month and then reinstated during the Promotion Period, the member will only earn entries on the first part of the Promotion Period during which their membership was active (i.e. the Entrant will only have 5 entries, that being the number of entries accrued during the first period of active membership).

The Promoter reserves the right to offer opportunities for Entrants to gain additional entries by purchasing specific merchandise on our Website. The number of entries received for purchasing such merchandise will be as set out on the Website.

For the avoidance of doubt, the number of entries of each Entrant is counted at the Closing Date of each draw, as outlined in the Annexures.

4. **Maximum entries:** 1,000 per person
5. **Number of winners:** There will be one (1) winner per draw.
6. **Territories:** Australia-wide.
7. **Promotion Period:** Competition commences 12:00am AEST, 20 November 2023 and ends at 11:59pm AEST on 22 February 2024. Multiple draws will occur under this trade promotion, on either a weekly or monthly basis, as set out in the Annexures. The final draw will be drawn at 3:00pm AEST, 23 February 2024, with the winner notified by 29 February 2024. If prize for the final draw is unclaimed, the redraw date is 3:00pm AEST, 23 March 2024, with winners notified by 30 March 2024.

(a) Weekly draws under this Promotion occur on a weekly basis as set out in the weekly draws table in Annexure A (**Weekly Draws**).

(b) Monthly draws prize draws under this Promotion occur on a monthly basis as set out in the monthly draws table in Annexure B (**Monthly Draws**). Winners of a Monthly Draw may elect to receive a cash prize of equivalent value to the Prize as set out in Annexure B.

(c) The Promoter reserves the right to substitute the Prizes with an equivalent cash prize in its sole discretion. The winner of a Monthly Draw may elect to substitute the prize with an

equivalent cash prize as set out in Annexure B within thirty (30) days following the end date of the competition.

8. **Prizes:** The winner will receive the prize as set out in the Annexures. The Prize(s) must be taken as stated and are not transferable to another person, unless agreed to in writing by the Promoter. The Prizes are not exchangeable for other goods or services from the Promoter. Any additional expense incurred as a result of winning this prize is the responsibility of the Winner.
9. **Prize date and selection of winners:** All entries will be assigned a number and the Winners will be drawn by a random electronic number generator (for example, randomdraws.com.au) accessed on a device at 139 Gladstone Street, South Melbourne VIC 3205 (**Head Office**) on the drawing dates, as set out in the Annexures. An independent scrutineer will be present for the drawing of the winner, in accordance with the relevant laws.
10. **Publication of winners:** Winners will be personally notified by email within seven (7) days of the draw. If the winner does not respond to such email within three (3) days after it is sent, the Promoter will attempt to notify the winner via any contact details previously provided by the Entrant. If the Winner does not respond within two (2) weeks of the Draw Dates, the prize will be deemed unclaimed and a redraw will occur in accordance with Part B paragraph 7. Winners will also be announced online at kogan.com/au/competition-winners within 14 days of the draw.
11. **Winner eligibility:** To be eligible to win, the Entrant's details provided to us must contain correct and accurate information. Employees and family members of employees of the Promoter (including of its related entities Kogan.com Holdings Pty Ltd and Kogan HR Pty Ltd) are not eligible to win.
12. **Prize Delivery:** Prizes will be ordered within thirty (30) days of the relevant draw date(s). Delivery of the Prize(s) are subject to availability of stock and timelines of the relevant prize supplier (**Prize Supplier**). As a result, delivery of the Prize to the Winner may take longer than 30 days. The Promoter is not liable for any delay caused by the Prize Supplier(s). The Promoter will pay for the delivery of the Prize to the Winner's nominated address. For vehicle prizes, the Promoter will pay for stamp duty and reasonable transfer costs of the vehicle to the Winner, however it is the Winner's responsibility to cover insurance, registration, and any other costs pertaining to the Prize. For any non-vehicle prize, it is the Winner's responsibility to cover any associated costs pertaining to the Prize.
13. **Advertising:** To the maximum extent permitted by law, the Promoter, its affiliates and any third-party organisations may use the information provided by the Entrant and/or any photographs or video recording of the Entrant (**Entrant Content**) for the sole purpose of advertising, promotion, marketing and/or publicity of the Promoter (**Promotional Activity**), without attribution, payment or compensation to the Entrant. The Promoter must obtain the consent of the relevant Entrant prior to use of Entrant Content for a Promotional Activity. Consent given by the Entrant for the Promotional Activity is also deemed to apply to any future Promotional Activities, unless the consent is explicitly withdrawn by the Entrant.

PART B

1. Information on how to enter and information provided in Part A form part of these terms and conditions and by entering into this Competition, each Entrant is deemed to have accepted and understood these terms and conditions. The Entrant agrees that these terms and conditions constitute all of the terms and conditions between the Entrant and the Promoter governing this Competition.

Participation

2. To enter, Entrants must meet all of the Entry Requirements to enter the Competition as set out in the Schedule. The Entrant warrants and represents to the Promoter that it meets all of the Entry Requirements.
3. Entry is open to residents of the Territories.
4. The Competition will be open during the Promotion Period. All eligible entries must be received by the Promoter during this time. Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission by the Entrant.

Selection of Winner

5. The Winner will be selected by the method, on the dates, and at the location outlined in Part A. Entries that are incomplete or incomprehensible will be deemed invalid and will be ineligible to win.
6. Prizes will only be awarded to the person named on entry, subject to their entry complying with these terms and conditions.
7. If for any reason, a prize or element of a prize remains unclaimed by the Winner within two (2) weeks of the Draw Dates, the prize will be re-drawn on the dates as set out in the Annexures, in the same manner and at the same place as paragraph 5 or in accordance with requirements of the Victoria Gambling and Casino Control Commission.
8. If for any reason, a prize or element of a prize is unclaimed by the winner of the re-drawn competition within one (1) month of the Re-drawing Date, the Prize will be deemed unclaimed and the Promoter is not responsible or liable for any subsequent delivery or provision of the Prize.
9. The Entrant is solely responsible for ensuring that it is eligible to be a Winner, and the Promoter will not be in any way liable to an Entrant, should the Entrant be found to be ineligible to win the Competition.

Prizes

10. Prizes are provided on an "as is" basis and the Promoter will not make any modifications to the Prizes at the Winner's request.
11. If the Prize is not available, the Promoter may substitute the Prize for an equivalent prize of comparable nature, the value of which is not less than the value of the original Prize (**Substitute Prize**). If there is no suitable Substitute Prize of same or greater value, the Promoter may provide to the Winner a cash amount equivalent to the difference in value between the Substitute Prize and original Prize.
12. The Promoter will not be liable for any delivery of prizes to a wrong address or account due to any error by the Winner.
13. If the Winner claims a prize but is found to be ineligible or if the Winner does not provide valid delivery details within the time frame specified by the Promoter, the Winner forfeits the Prize and it will not be re-drawn.
14. The Promoter will not be liable for re-drawing or providing a replacement prize for any Prizes that are not received by the Winner due to being lost in transit, stolen or due to any failure to accept delivery by the Winner or due to any error in details provided by the Winner.
15. The Prizes may contain goods or services from 3rd party brands. Unless otherwise specified, the provision, advertisement or offer of prizes from a 3rd party brand does not constitute any sponsorship, approval or endorsement of the good, service, content, policies, practices or services offered by those parties.
16. Where a Prize is specified to be delivered directly from the 3rd party prize supplier, as a condition of entry, the Winner agrees that its details may be provided to the 3rd party prize supplier by the Promoter on its behalf for the purpose of delivery of the Prize to the Winner.

Personal information

17. As a condition of entering this Competition, Entrants agree to provide personal information to the Promoter. Personal information collected during the course of this Competition will be dealt with in accordance with the Promoter's Privacy Policy, located at <https://www.kogan.com/au/privacy-policy/>. Personal information submitted may be provided to third parties for the purpose of administering this Promotion and distributing the prizes, including to agents, contractors and prize suppliers. The Promoter may also use this personal information to contact you regarding, marketing, offers or Promotions from time to time.
18. As a condition of entry, each Entrant agrees that the Promoter may use their name (either in full or in part), likeness, voice and image (including any photograph and film) in any marketing and promotion of any products manufactured, distributed and/or supplied by the Promoter, for an unlimited period of time and the Winner will not be entitled to any fee for such use.

Intellectual property

19. By uploading, publishing, transmitting or making available any data, content or other material in connection with this Competition (**Entrant Content**), the Entrant agrees to grant the Promoter, its affiliates, licensees and successors a non-exclusive, royalty-free, perpetual, irrevocable, worldwide and fully sub-licensable right to use, communicate, reproduce, modify, adapt, publish, publicly perform, translate, create derivative works from, distribute and display in any form, any such

content, including but not limited to text, images, videos, graphics, audio and photographs without attribution.

20. The Entrant warrants and represents that:

- (a) it holds all the intellectual property rights to the Entrant Content;
- (b) it has the authority and licence to upload, make available and licence the Entrant Content to the Promoter; and
- (c) the Promoter's use of the content will not infringe or violate any third-party rights, including but not limited to defamation, intellectual property rights, moral rights and privacy rights and will not give rise to an obligation to make any payment to a third party.

21. The Entrant agrees that they are solely liable for the Entrant Content and that, to the fullest extent of the law, the Promoter shall not be liable in any way for such Entrant Content.

Reservation of rights

22. The Promoter reserves the right to request each winner to provide proof of identity or proof of residency at the address specified in their submission in order to claim a prize. Proof of identification and residency is at the absolute discretion of the Promoter. In the event that a Winner cannot provide suitable proof, the Winner will forfeit the prize and no substitute will be offered.

23. The Promoter may, in its absolute discretion, modify or cancel the Competition and may administer this Competition in the manner that it considers appropriate in accordance with Australian law, including where the Competition is not capable of running as planned, such as where there has been infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupt or affect the administration security, fairness, integrity or proper conduct of the Competition.

24. The Promoter reserves the right in its sole discretion to disqualify any Entrant that has, or is suspected by the Promoter to have:

- (a) breached any of these terms and conditions;
- (b) tampered with the entry process or the Competition;
- (c) engaged in any unlawful conduct;
- (d) engaged in any other improper misconduct calculated to jeopardise the fair and proper conduct of the Competition or the reputation of the Promoter.

Exclusion of liability

25. The Promoter will not be liable for any late, lost or misdirected entries including due to technical disruptions, delayed or misplaced postage, network congestion or for any other reason. To the maximum extent permitted by law, the Promoter will not accept any liability for any error, omission or failure to administer this Competition.

26. Except for any liability that cannot be excluded by law, all Entrants release, and indemnify and hold harmless the Promoter (including its officers, employees, agents and contractors), from and against, all liability (including negligence), actions, claims, costs, losses or expenses arising out of or in connection with: any act, omission, negligence, fraud, wilful misconduct or breach of these terms and conditions by the Entrant, its nominees or agents and the Entrant or Winner's acceptance of, use of or attempted use of any prize(s) and participation in the Competition, including (but not limited to) loss of income, damage to property and personal injury whether direct or consequential, foreseeable, due to some negligent act or omission or otherwise.

27. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees, agents and contractors) excludes 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 Competition, including, but not limited to, where arising out of the following:

- (a) inaccurate or incorrect transcription of entry information;
- (b) any technical difficulties or equipment malfunction, malfunction of any telephone network or lines, computer online systems or network, servers or providers, computer equipment, or software (whether or not under Promoter's control);
- (c) the unavailability or inaccessibility of any service whether or not caused by traffic congestion on the Internet or at any website;
- (d) any theft, unauthorised access or third party interference;
- (e) electronic or human error which may occur in the administration of the Competition;
- (f) any variation in prize value as stated in the Schedule;
- (g) any tax liability incurred by a Winner or Entrant;

- (h) redemption or use of a prize; and
 - (i) any act or omission, deliberate or negligent, by the Promoter, or its employees or agents, in connection with the arrangement for supply, or the supply, of any goods or services by any person to a Winner and, where applicable, to any family/persons accompanying a Winner.
14. To the maximum extent permitted by law, the Promoter's total aggregate liability to the Entrant under or in any way connected with these terms and conditions and the Competition, or the performance or non-performance of these terms and conditions is limited to an amount equal to any amounts paid by the Entrant to the Promoter in the three (3) month period immediately preceding the date on which the relevant claim arose, which may be zero.

General

28. These terms and conditions are governed by and will be construed under the laws of Victoria, Australia and the parties agree to submit to the exclusive jurisdiction of the courts of Victoria and its appellate courts.
29. Failure by Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
30. Capitalised terms used throughout these terms and conditions are defined in the Schedule unless specified otherwise.
31. Authorised under the following licence numbers: NSW Authority No. TP/02650. NSW Notification No. NTP/08168. ACT Permit No. TP 23/02323. SA Permit No. T23/1766.