

“BOOST YOUR BOOKLIST WITH STAEDTLER” PROMOTION

TERMS AND CONDITIONS

1. Information on how to enter and the prize(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian primary or secondary schools (each an “**Eligible School**”).
3. Employees (and their immediate families) of the Promoter and agencies 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.
4. Entries into the promotion open on 08/09/2020 and close at 11:59pm AEDST on 30/11/2020 (“**Promotional Period**”).
5. To be eligible to enter and receive an entry into the draw, a representative on behalf on the Eligible School must complete the following steps during the Promotional Period:
 - Visit www.staedtler.com/au/booklistboost, download the STAEDTLER 2020/21 Back to School Product Guide;
 - Edit your School Booklist to include a minimum of four (4) different STAEDTLER products;
 - Visit www.staedtler.com/au/booklistboost, complete the online entry form and upload a final copy of your booklist order form.
6. For the sake of clarity, Eligible Schools will receive one (1) entry for the first four (4) different STAEDTLER products selected on their booklist. For every additional one (1) different STAEDTLER product included on their booklist the Eligible School will receive one (1) additional entry. For example, should an Eligible School select five (5) different STAEDTLER products on their booklist they will receive two (2) entries into the draw; should an Eligible School select six (6) different STAEDTLER products on their booklist they will receive three (3) entries into the draw and so on.
7. Multiple booklists per Eligible School may be submitted, subject to the following: (a) only one (1) booklist permitted per school year (being Kindergarten to Year 12); and (b) each booklist must be submitted separately and in accordance with entry requirements as detailed in clauses 5 and 6 above.
8. The Promoter reserves the right, at any time, to verify the validity of entries and Eligible Schools and reserves the right, in its sole discretion, to disqualify any individual 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.
9. Incomplete, indecipherable or illegible entries will be deemed invalid.

10. If there is a dispute as to the identity of an Eligible School, the Promoter reserves the right, in its sole discretion, to determine the identity of the Eligible School.
11. The draw will take place at TD, 1 Queens Parade, Newport NSW 2106 on 03/12/2020 at 10:00am AEDST, in the presence of an independent scrutineer. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. Winners will be notified in writing within two (2) business days of the draw the names of the winning Eligible Schools will be published at www.staedtler.com/au/booklistboost from 04/12/2020.
12. The Promoter's decision is final and no correspondence will be entered into.
13. The first valid entry drawn will win \$5,000 awarded in the form of a cheque or bank transfer, transferred to/made out to the name of the winning Eligible School.
14. The next ten (10) valid entries drawn will each win \$1,000 worth of STAEDTLER products.
15. Subject to the unclaimed prize draw clause, if for any reason a winner does not take a prize (or an element of the prize) by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
16. If any prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
17. Total prize pool value is \$15,000.
18. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.
19. A draw for any unclaimed prizes may take place on 03/03/2021 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winners, if any, will be notified in writing within two (2) business days of the draw and their names will be published at www.staedtler.com/au from 04/03/2021.
20. Eligible Schools consent to the Promoter using their name and/or image in the event they are a 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.
21. 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 School; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
22. Any cost associated with accessing the promotional website is the Eligible School's responsibility and is dependent on the Internet service provider used.

23. 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 its respective officers, employees and agents) 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 promotion.
24. 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 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 School; or (f) use of a prize.

The Promoter collects personal information ("**PI**") of representatives 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 its Privacy Policy, which can be viewed at <https://www.staedtler.com/au/en/legal/privacy-policy/>. 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 PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the representative. The Privacy Policy also contains information about how individuals may opt out, access, update or correct their PI, how individuals 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.

25. The Promoter is STAEDTLER (PACIFIC) PTY LTD (ABN 24 000 023 692) of Level 3, 18 Aquatic Drive, Frenchs Forest NSW 2086, telephone 02 9971 3500.

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