



## **TEMPO LIVING PROMOTION TERMS & CONDITIONS**

Participants in Tempo Living Promotions should pay particular attention to:

- Any unusual or onerous restrictions on the method of participation, if any (see the “How to participate” section of the Schedule and Part D of these terms and conditions); and
- The Promoter’s limitation of liability (see Part G of these terms and conditions).

### **PART A: INTRODUCTION**

1. Information on how to participate in each Promotion and any relevant Offer details form part of these Terms and Conditions.
2. By participating in the Promotion, participants accept and agree to be bound by these Terms and Conditions. For the avoidance of doubt, these Terms and Conditions include any relevant Promotions Terms & Conditions Schedule.
3. Participants must comply with these Terms and Conditions at all times to participate in the Promotion.
4. Where there is an inconsistency between the Schedule and Parts A to H of these Terms and Conditions, the Schedule will prevail.

### **PART B: PRIVACY AND COLLECTION NOTICE**

5. The Promoter will collect and use each participant’s personal information for the purposes of:
  - (a) conducting the Promotion (which may include disclosure to third parties for the purpose of processing and conducting the Promotion) and for promotional purposes, public statements and advertisements in relation to the Promotion;
  - (b) providing information to the participant about the products and services offered by the Promoter and its related companies; and
  - (c) research to improve its products and services.
6. By participating in the Promotion, participants consent to the use of their personal information as described in clause 5.
7. Participants may access, change and/or update their personal information in accordance with the Promoter’s privacy policy  
[\*\*https://www.tempohomes.com/privacy-policy\*\*](https://www.tempohomes.com/privacy-policy)

## **PART C: WHO CAN PARTICIPATE IN THE PROMOTION**

8. If the Schedule permits participants to be under the age of 18 years, such participants must seek permission from their parent or guardian to participate. If the participant is under 18 years of age, the Offer will be provided to the participant's parent or legal guardian.
9. Directors and employees (and their immediate families) of the Promoter or its related companies and agencies are not eligible to participate. 'Immediate families' includes spouse, ex-spouse, de facto partner, ex-de facto partner, child, step-child, parent, step-parent, legal guardian, sibling or step-sibling.
10. The Promotion is not available in conjunction with any other promotion or offer by the Promoter or any related body corporate.

## **PART D: HOW TO PARTICIPATE IN THE PROMOTION**

11. To participate in the Promotion, each participant must comply with the 'How to Participate' section of the Schedule.
12. The Promoter reserves the right, at any time, to request verification of the age, identity, residential address or any other information relevant to participation in the Promotion of all participants. The Promoter reserves the right to disqualify any participant who provides false information or fails to provide information that is reasonably requested by the Promoter.
13. The Promoter reserves the right, in its sole discretion, to disqualify any participant who has:
  - (a) provided incomplete, indecipherable and/or offensive material as part of their participation in the Promotion,
  - (b) breached any of these Terms and Conditions; and/or
  - (c) contravened any applicable laws or regulations or otherwise engaged in unlawful or improper conduct.
14. The eligibility of participants to receive an Offer is solely within the discretion of the Promoter.
15. The Promoter accepts no responsibility for late, lost or misdirected communications.
16. If participation in the Promotion is online, by telephone or SMS, the Promoter assumes no responsibility for any failure to receive any information or for inaccurate information or for any loss, damage or injury as a result of technical or telecommunications problems, including security breaches. If such problems arise, then the Promoter may modify, cancel, terminate or suspend the Promotion.
17. If participation in the Promotion requires access to Facebook, Instagram or similar social media platforms, participants acknowledge and agree that use of Facebook, Instagram or similar social media platforms is subject to the relevant terms and conditions of those platforms. The Promoter is not responsible or liable for any loss, damage or injury suffered by any participant as a result of the conduct of these platforms, including any

decision by these platforms to remove or not remove any content, except for liability which cannot be excluded by law. The opinions and images uploaded to these platforms as part of this Promotion are not necessarily endorsed or supported by the Promoter and the Promoter does not confirm, guarantee or warrant their accuracy.

#### **PART E: OFFERS**

18. Each Offer is not transferrable, exchangeable, or redeemable for cash.
19. If any Offer is unavailable for reasons beyond the Promoter's control, the Promoter reserves the right to substitute the Offer with an Offer of equal or greater monetary value. This right is subject to any applicable legislation, regulations or directions from a regulatory authority.
20. All taxes (excluding GST, if any) which may be payable as a consequence of receiving an Offer are the sole responsibility of each participant.
21. The participant's use of the Offer is entirely at their own risk. Before the Offer is provided, the receiver of the Offer may be required to sign an agreement to release the Promoter from and indemnifying the Promoter against any liability arising from or in connection with the Offer.

#### **PART F: RECEIVING THE OFFER**

22. Each eligible participant during the Promotional Period will receive an Offer.
23. The eligibility of participants to receive the Offer is solely within the discretion of the Promoter.
24. It is the responsibility of each participant to comply with the Promoter's instructions on how to qualify for the Offer as outlined in the "Qualifying Conditions" section of the Schedule.
25. The Promoter reserves the right to request each participant to provide proof of their identity and/or proof that they were responsible for participating in the Promotion.
26. Each participant agrees to participate and cooperate, as required, in all publicity activities relating to the Promotion, including, without limitation, being interviewed, photographed, filmed and recorded. Each participant authorises the Promoter to use such content for advertising and publicity purposes in any media in perpetuity worldwide.
27. It is the responsibility of each participant to notify the Promoter of any change to their contact details.

#### **PART G: NO LIABILITY**

28. Any Offer supplied by a third-party supplier is subject to the terms and conditions of that third-party supplier. The Offer may come with guarantees that cannot be excluded under the Australian Consumer Law. If those guarantees are not complied with, then you will have rights under

the Australian Consumer Law. Subject to those guarantees and rights, the Promoter shall not be liable and excludes all liability (including negligence), for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) for damage to property, personal injury or death suffered or sustained in connection with this Promotion or the use or taking of any Offer except for any liability which cannot be excluded by law including as provided for under the Australian Consumer Law.

29. If participation in the Promotion is via Facebook, Instagram or similar social media platforms or if the Promotion is promoted on Facebook, Instagram or similar social media platforms the Promotion is in no way sponsored, endorsed, administered by or associated with those platforms and each participant agrees to grant such platforms to complete release from any claims that they now have or may have in the future which relate to or are incidental to the Promotion. Participants acknowledge and agree that:

- (a) any information they provide in connection with the Promotion is provided to the Promoter and not to Facebook, Instagram or similar social media platforms or any other social network; and
- (b) any questions, comments or complaints regarding the Promotion will be directed to the Promoter, not to Facebook, Instagram or similar social media platforms or any other social network.

#### **PART H: TERMINATION OF PROMOTION**

30. The Promoter reserves the right to vary the terms of, or cancel, the Promotion at any time without liability to any participant or other person, subject to applicable laws.

#### **PART I: ENFORCEMENT**

31. If any part of this agreement is held invalid that part shall be severed from this agreement and the remainder of this agreement will continue to be valid and enforceable. Termination of this agreement will not end those provisions that are capable of surviving the ending of this agreement. The laws governing this agreement will be the laws in New South Wales, Australia and you irrevocably submit to the exclusive jurisdiction of the courts of that State and the jurisdiction of the Federal Court of Australia sitting in New South Wales. For the purposes of this agreement the words "Tempo Living", "Tempo Living Pty Ltd", "we", "our" and "us" refer to Tempo Living Pty Limited ABN 75 630 675 455

**PLEASE ALSO REFER TO TEMPO LIVING'S [TERMS & CONDITIONS](#) AND [PRIVACY POLICY](#)**