

# Terms & Conditions: We Like Toys

## Acceptance by you

1. The Lasoo *We Like Toys* promotion (“the competition”) is provided by Lasoo Pty Limited ABN 67 122 895 318 of Level 17, 100 Arthur Street, North Sydney NSW 2060. These conditions (including without limitation to the information on how to enter and prize details which we publish in relation to the competition) apply to the competition. By entering the competition, you acknowledge that you have read and understood, and agree to be bound by these conditions.

IF YOU DO NOT ACCEPT THESE CONDITIONS YOU MUST NOT ENTER THE COMPETITION.

## Entering the competition

2. This competition is a game of skill and chance plays no part in determining the winners.
3. Entry is only open to residents of Australia. Employees and the immediate families of the Promoter, and its associated companies and agencies are ineligible to enter.
4. To be eligible to enter, entrants must:
  - a) Go to the Lasoo Facebook page [www.facebook.com/Lasoo.com.au](http://www.facebook.com/Lasoo.com.au) and ‘Like’ the page. You must be a registered member of Facebook.com to be a fan of the Lasoo page. It is free to become a member.
  - b) Once entrants like the page the ‘WIN’ tab will be accessible to entrants. Entrants must click the WIN tab to reveal the weekly product keyword.
  - c) Then click through to the Lasoo Website [www.lasoo.com.au](http://www.lasoo.com.au) and find their favourite toy within the toy category which has been revealed. Once entrants select their favourite toy they must comment on this toy explaining ‘why you like this toy’ in 25 words or less sharing this to the Lasoo website ([lasoo.com.au](http://lasoo.com.au))
5. Entrants can enter as many times as they like. Entrants must ensure that their entries are received by the Promoter during the Promotion Period. All entries are deemed to be received at the time of receipt by the Promoter, not time of transmission by the Entrant. The Promoter takes no responsibility for late, lost or misdirected entries or for any delays or failures in any telecommunications services or equipment.
6. Entrants under the age of 18 must obtain the prior permission of a parent or guardian over the age of 18 to enter.
7. Entrants must make their Website entries manually using an internet browser. The Promoter may reject entries if it reasonably forms the opinion that an entry has been made using automated entry means or by use of a computer entry service.
8. The cost of entering the competition is depending on the entrant’s service provider.
9. The competition commences Monday, 20 June 2011 at 09:00 (AEST) and concludes Sunday, 31 July 2011 at 11.59 (AEST) (“Promotional Period”) and is subject to change without notice. There will be entry periods as outlined below and one entrant will be judged the winner from each entry period.

Week	Online @ 09:00	Offline @ 08:59
1	Monday, 20 June 2011	Sunday, 26 June 2011
2	Monday, 27 June 2011	Sunday, 3 July 2011
3	Monday, 4 July 2011	Sunday, 10 July 2011
4	Monday, 11 July 2011	Sunday, 17 July 2011
5	Monday, 18 July 2011	Sunday, 24 July 2011
6	Monday, 25 July 2011	(23:59) Sunday, 31 July 2011

## Prizes

10. 6 x weekly winners will each receive \$1,000 Lasoo Gift Card (1 x per week). The gift card is subject to its own terms and conditions which are available at <http://www.lasoo.com.au/we-like-toys.html>
11. The total maximum value of all prizes is \$6,000.00 (including GST).
12. If the competition winner is under 18 years of age, the prize will be awarded to the winner's parent or legal guardian (excluding SA residents).
13. The winners will be judged by the Promoter at their premises from 12:00 (AEST) on the business day following the entry period. There will be one winner per product keyword ie one winner per entry period. The winners will be the 6 entrants who the Promoter deems the most creative and unique. The winners will be determined and announced on the Lasoo website by no later than the day following judging.
14. All decisions of the Promoter are final and no discussions or correspondence will be entered into.
15. The promoter will announce prize winners on the Lasoo website requesting winners to come forward and claim their prize.
16. All reasonable attempts will be made to contact the Winners. If the Prizes remain unclaimed by the winners or is forfeited for any reason, by 13:00hrs on Monday, 31 October 2011 the prize will be re-allocated to the next Entrant who is judged the winner (the "UNCLAIMED PRIZE DETERMINATION"). The winner of the Unclaimed Prize Determination (also "WINNER") will be determined by the Promoter at their premises at 14:00hrs on Monday, 31 October 2011. The Winner will be notified by the same methods outlined in clause 15 the day following judging.
17. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event that they are a winner in any media for an unlimited period of time without remuneration for the purpose of promoting this promotion (including any outcome) and/or promoting any services or products provided by the Promoter and their associated companies.
18. Unless expressly stated in these terms and conditions all other expenses become the responsibility of the winner.
19. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value.
20. Once prizes have left the Promoter's premises, the Promoter takes no responsibility for prizes damaged, delayed or lost in transit.
21. Prize values are based upon the recommended retail prices at the time of printing (inclusive of GST). The promoter accepts no responsibility for change in prize value between now and the ultimate prize redemption date.

## Disclaimers

22. We are not responsible for any incorrect or inaccurate information, either caused by you or for any of the equipment or programming associated with or utilised in the competition, or for any technical error, or any combination thereof that may occur in the course of the administration of the competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, theft or destruction or unauthorised access to or alteration of entries.
23. Any form of automated entry using any other devices or software will be deemed to be invalid. We reserve the right to verify the validity of entries and to disqualify any entrant who tampers with the entry process or who submits an entry that is not in accordance with these conditions.
24. The Promoter reserves the right to verify the validity of entries and to disqualify any entry which, in the opinion of Promoter, includes objectionable content, profanity, potentially insulting, inflammatory or defamatory statements, disqualify any entrant who tampers with the entry process, who submits an

entry that is not in accordance with these Terms & Conditions of Entry or who has, in the opinion of Promoter, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter. The Promoter reserves the right to disqualify a winner if Promoter becomes aware that the winner and/or the winner's entry is of a type described in this clause.

25. We are not responsible for lost, late, incomprehensible or incorrect entries in the competition. We also accept no responsibility for any tax implications that may arise from prize winnings in the competition. You should seek Independent financial advice about such matters.
26. In the event of war, terrorism, state of emergency, disaster or (without limitation) any other event outside our reasonable control, we are entitled to cancel, terminate, modify or suspend the competition - subject to any written directions from the various regulatory bodies responsible for supervising the conduct of the competition (the Lotteries Departments).
27. If for any reason the competition is not capable of running as planned (including but not limited to) technical failures, unauthorised intervention, fraud or any other causes beyond our control which corrupts or affects the administration, security, fairness, integrity or proper conduct of this competition, we are entitled in our sole discretion to disqualify any individual who tampers with the entry process, and (subject to any written directions given by the various Lotteries Departments), to cancel, terminate, modify or suspend the competition.
28. The Promotion is not sponsored, endorsed, administered by, or associated with, Facebook.
29. Any questions, comments or complaints about the Promotion should be directed to the Promoter (not Facebook) at the address given in clause 1 of these Terms and Conditions.
30. The promotion adheres to the terms and conditions set out in the Facebook promotion guidelines which can be found at:

[http://www.facebook.com/promotions\\_guidelines.php](http://www.facebook.com/promotions_guidelines.php)

### **Exclusions and our liability**

31. We shall not be liable for any loss or damage whatsoever which is suffered (including without limitation direct, indirect and consequential loss and damages) or for personal injury suffered or sustained as a result of entering or trying to enter the competition or accepting any prize offered as part of the competition, except for any liability which cannot be excluded by law.
32. The law implies various conditions and warranties which might apply to us supplying goods or services to you. We exclude all of those conditions and warranties to the fullest extent permitted by law, including without limitation implied warranties of merchantability and fitness for a particular purpose.
33. Provisions of the Trade Practices Act 1974 and other statutes in some cases either cannot be excluded, restricted or modified; or can only be restricted or modified to a limited extent. If any of those provisions apply, then to the extent permitted our liability under those provisions is limited as set out below. Our liability in relation to goods we supply is limited at our option to: a) replacement of the goods or the supply of equivalent goods; or b) repair of the goods; or c) payment of the cost of replacing the goods or of acquiring equivalent goods; or d) payment of the cost of having the goods repaired; and our liability in relation to services we supply, is limited at our option to: a) the supplying of the services against; or b) the payment of the cost of having the services supplied again.

### **Virus Warning**

34. In entering the competition, you assume the risks and responsibility for any loss, damage or consequence resulting directly or indirectly from viruses, damage or other defects.

### **Termination**

35. We may terminate or cancel your entry in the competition immediately in our reasonable discretion or if you breach any of your obligations under these conditions.

#### **Your personal information**

36. During the course of this promotion Lasoo reserves the right to collect any information or comments given by participants. This information may be used to (i) send you news, information about our other promotions or products and/or general marketing material which we believe may be of interest to you; (ii) provide you with news, information and material in relation to the competition; (iii) monitor who is entering the competition; (iv) profile entrants. We may share your personal information for any purpose incidental to your entering into and our operation of the competition.
37. All entries become the property of the Promoter. By entering the competition, you are agreeing to receive further information from us delivered via email to the email address you use to enter the competition. If you wish to stop receiving this information, you may unsubscribe at any time using the unsubscribe facility included in each communication that we send you. We collect your information so that you can participate in the competition. If you do not give us the information, you cannot participate. We may use this information for the purposes of the conduct of the competition and the compilation of survey results and evidence. We may disclose this information to third parties who provide us with administrative services. This information will be stored at the office of the promoter. You can contact our Privacy Officer if you would like details of the personal information we hold about you at <http://www.lasoo.com.au/privacy.html>.

By entering the competition, you consent to us using and disclosing your personal information in these ways.

38. If you advise us that you do not wish us to use your personal information for any particular purpose, we will endeavour to take the necessary measures to meet your request. Exceptions to this are: (i) where we are required to disclose information by law; (ii) where we believe that the use or disclosure is reasonably necessary to assist a law enforcement agency or an agency responsible for government or public security as a necessary part of their business; and (iii) if we notify you of an intended use or disclosure of your information and you do not object to that use or disclosure.

#### **You indemnify us**

39. You release and agree to keep us indemnified from any claim, cost, demand, tax, liability or damage (including legal costs on a full indemnity basis) suffered or incurred by us, our directors, employees, agents and representatives arising out of your entry in the competition or any claim by a third party arising from an act or omission by you.

#### **Failure to comply and severability**

40. We are not liable for any failure to comply with these conditions. If any part or provision in these conditions is found to be invalid, unenforceable or illegal for any reason, that part or provision shall be severed and the remaining provisions shall continue in full force.

#### **Entire agreement and governing law**

41. These conditions constitute the entire agreement between you and us as to its subject matter. By entering the competition, you accept that this agreement is to be interpreted, and any disputes are to be determined by the courts having jurisdiction in New South Wales, in accordance with the laws in force in New South Wales from time to time.