

Up to U Promotion Terms and Conditions

- 1) Information on how to enter the Up to U promotion (**Promotion**) and the prizes form part of these Terms and Conditions (**Terms and Conditions**). Entry into the Promotion is deemed to be an acceptance of these Terms and Conditions.
- 2) The promoter is Kimberly-Clark Australia Pty Limited ABN 65 000 032 333, 52 Alfred Street, Milsons Point, NSW, 2061 Tel 02 9963 8888 (**Promoter**).
- 3) The Promotion commences at 00:01 AEDT on 22 January 2019 and closes at 23:59 AEDT on 31 December 2019 (**Promotion Period**).

Entry

- 4) Entry is only open to Australian and New Zealand residents aged 18 years or over who are invited by the Promoter to apply to join the Up to U (**Panel**). Employees (and their immediate families) of the Promoter, or agencies or companies associated with the conduct of 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.
- 5) The Promotion consists of 2 parts:
 - a. the initial registration to be a member of the Up to U Panel (**Registration**); and
 - b. participation in the Promoter's online market research surveys / consumer questionnaires which may be held from time to time (**Survey Segment**).
- 6) To complete the Registration process and become a member of the Panel (**Panel Member**):
 - a. *Existing Panel Members*:
 - i. Each existing Panel Member will receive an email from the Promoter asking the Panel Member to confirm that they wish to remain a Panel Member. If the Panel Member wishes to be re-appointed as a Panel Member, they will be asked to update their contact details as previously provided to the Promoter by correctly completing a registration form and questionnaire and submitting these details to the Promoter.
 - ii. Each existing Panel Member who elects to be re-appointed as a Panel Member and who correctly completes the registration form and questionnaire referred to in condition 6(a)(1) will receive an email from the Promoter, confirming the existing Panel Member's re-appointment to the Panel.
 - iii. Each existing Panel Member who is re-appointed to the Panel by the Promoter will automatically receive an entry into Draw 1.
 - b. *New entrants (who have not previously been appointed to the Panel)*:
 - i. New entrants must complete the Registration process by:
 - (A) receiving an email containing a link to a registration form and questionnaire from the Promoter inviting the entrant to apply to join the Panel;
 - (B) correctly completing all required personal details and the questionnaire referred to in condition 6(b)(i)(A) above and submitting these details to the Promoter; and

(C) being selected by the Promoter to become a Panel Member. Panel Members will be notified of their selection by email.

ii. Each new entrant selected as a Panel Member by the Promoter will automatically receive an entry into Draw 1.

- 7) Each entrant may only submit one application to become a Panel Member.
- 8) Those entrants accepted as Panel Members by the Promoter will be sent surveys by email from time to time during the Survey Segment. For a chance to win a prize during the Survey Segment, a Panel Member must:
- a. receive and open the survey sent by the Promoter; and
 - b. complete the survey and submit responses before the allocated closing date of the survey.
- 9) For each survey completed in accordance with condition 8 above, the Panel Member will receive one entry into a prize draw to be held at the conclusion of the Entry Period in which the survey was submitted (as set out in condition 12).
- 10) A Panel Member may only submit one response to each survey. If more than one survey is sent to Panel Members during any Entry Period, Panel Members may respond once to each survey and will receive one entry into the relevant Draw for each survey response received by the Promoter during the relevant Entry Period. Panel Members can only submit surveys in their own name.
- 11) Entries are deemed to be received at the time of receipt by the Promoter. Records of the Promoter are final and conclusive as to time of receipt.

The Draws

12) A random electronic draw (Draw) will be held on each of the Draw Dates listed in the table below, at Level 7, 309 George St, Sydney NSW for all entries which have been received by the Promoter during the corresponding Entry Period.

13) Draw Period	Entry Period for each Draw	Draw Date	Unclaimed Prize Draw Details
1	00:01 AEST on 22 January 2019 and ends at 23:59 AEST on 31 January 2019	16:00 AEST on 1 February 2019	16:00 AEST on 3 May 2019
2	00:01 AEST on 1 February 2019 and ends at 23:59 AEST on 28th February 2019	16:00 AEST on 1 March 2019	16:00 AEST on 7 June 2019
3	00:01 AEST on 1 March 2019 and ends at 23:59 AEST on 31 March 2019	16:00 AEST on 3 April 2019	16:00 AEST on 5 July 2019
4	00:01 AEST on 1 April 2019 and ends at 23:59 AEST on 30 April 2019	16:00 AEST on 3 May 2019	16:00 AEST on 9 August 2019
5	00:01 AEST on 1 May 2019 and ends at 23:59 AEST on 31 May 2019	16:00 AEST on 5 June 2019	16:00 AEST on 6 September 2019
6	00:01 AEST on 1 June 2019 and ends at 23:59 AEST on 30 June 2019	16:00 AEST on 3 July 2019	16:00 AEST on 11 October 2019
7	00:01 AEST on 1 July 2019 and ends at 23:59 AEST on 31 July 2019	16:00 AEST on 2 August 2019	16:00 AEST on 8 November 2019
8	00:01 AEST on 1 August 2019 and ends at 23:59 AEST on 31 August 2019	16:00 AEST on 4 September 2019	16:00 AEST on 6 December 2019
9	00:01 AEST on 1 September 2019 and ends at 23:59 AEST on 30 September 2019	16:00 AEST on 4 October 2019	16:00 AEST on 10 January 2020

10	00:01 AEST on 1 October 2019 and ends at 23:59 AEST on 31 October 2019	16:00 AEST on 1 November 2019	16:00 AEST on 7 February 2020
11	00:01 AEST on 1 November 2019 and ends at 23:59 AEST on 30 November 2019	16:00 AEST on 4 December 2019	16:00 AEST on 6 March 2020
12	00:01 AEST on 1 December 2019 and ends at 23:59 AEST on 31 December 2019	16:00 AEST on 10 January 2020	16:00 AEST on 10 April 2020

Prize

- 14) The first valid entry drawn in each Draw (**Winner**) will win;
- For Winners residing in New Zealand, a GiftPay eGift in the amount of \$200 NZD; or
 - For Winners residing in Australia, a GiftPay eGift in the amount of \$200 AUD,
- (Card).**
- 15) Each Card is valued at \$200 in the currency (either NZD or AUD) of where the Winner resides. There are 12 Cards to be won. The total prize pool is a maximum of \$2,400 AUD.
- 16) Use of each Card is subject to the terms and conditions imposed by the issuer of the Card.
- 17) The Promoter accepts no responsibility for any Card which is lost, stolen, damaged or tampered with in any way. The Promoter will not redeem the Card for cash. The Card must be taken as offered and cannot be varied by a Winner.
- 18) The Promoter retains the right to substitute the Card with a prize or prizes of equal or greater value (including where the Card is unavailable), subject to approval of the gaming authorities in each State and Territory where relevant.

Notification of Winner

- 19) Each Winner will be notified in writing by email within 2 days of the relevant Draw Date.
- 20) The Promoter reserves the right to request that a Winner produce (within the requested time) appropriate photo identification or other documentation (to the Promoter's satisfaction and at its sole discretion) in order to confirm the Winner's identity, age, residential address, eligibility to enter and claim a prize, and the accuracy of any information submitted by the Winner in entering the Promotion, before issuing a prize. If the documentation required by the Promoter is not received by the Promoter (or its nominated agent) or a winning entry has not been verified or validated to the Promoter's satisfaction within the time requested, that Winner's entry will become invalid.
- 21) Prizes will only be awarded following any validation and/or verification of a Winner's entry and/or personal details that the Promoter may require at its sole discretion.
- 22) Subject to satisfaction of the Promoter's validation processes, a Card will be delivered by email within 21 days of a Winner being notified.
- 23) Each winner will receive an eGift by email and click the link to open up the eGift URL. The winner can choose where and how to spend your eGift by selecting gift cards or vouchers. Card can be accepted by many major Australian retailers, plus charity donation options. For more information, please visit <https://giftpay.com/egift/info.aspx?gift=%20UQ4JEQ2D3S&value=100>

Redraw for unclaimed prizes

- 24) The Promoter may conduct such further draws as are necessary for any unclaimed prize(s) at the time and date set out in the Unclaimed Prize Draw Details listed in condition 12 above for each Draw, subject however, to any direction given by any applicable gaming authorities.
- 25) The winner of any unclaimed prize draw will be notified in writing by email within 2 business days of the date of the unclaimed prize draw and such notification will also be sent to the email address noted on the Winner's Registration form.

General

- 26) The Promoter's decision is final, and no correspondence will be entered into, including in the event of a dispute.
- 27) The Promoter reserves the right to validate and check the authenticity of entries and reserves the right to disqualify any entrant for tampering with the entry process, or for submitting an entry that is not in accordance with these Terms and Conditions, or if the entrant is 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.
- 28) Any entry that is lodged by automatic, repetitive, robotic, programmed or similar entry method, or agents, including the use of a competitor entry service (as determined in the absolute discretion of the Promoter) will be void.
- 29) Any contact details which are entered incorrectly by an entrant will invalidate that entrant's entry.
- 30) The Promoter and its associated agencies and companies accept no responsibility for any lost, late, stolen, damaged or misdirected entries. Incomplete, ineligible or incomprehensible entries will be deemed invalid. Entries must be received by the Promoter during the relevant Entry Period.
- 31) If for any reason this Promotion is not capable of running as reasonably anticipated due to any reason, the Promoter reserves the right in its discretion to modify the terms of the Promotion including the prizes and these Terms and Conditions, subject to approval of the gaming authorities in each State and Territory where relevant.
- 32) The Promoter has no control over internet or mobile telephone communications, networks or lines, bugs, viruses and server problems and accepts no responsibility for any problems associated with them, for any reason.
- 33) The Promoter accepts no responsibility for any tax liability incurred as a result of entering and participating in the Promotion. Any tax liability arising as a result of accepting a Card or any other prize is the responsibility of the Winner.
- 34) The Promoter and its agents will not be liable for any injury, loss or damage of any nature whatsoever (including but not limited to indirect or consequential loss) which is suffered or sustained as a result of or in connection with receiving, taking or using any prize except for any liability which cannot be excluded by law.
- 35) If any act or omission, event or circumstance occurs which is beyond the reasonable control of the Promoter and which prevents the Promoter from complying with these Terms and Conditions, the Promoter will not be liable for any failure to perform or delay in performing its obligations and the Promoter reserves the right (subject to any applicable law) to cancel, terminate, modify or suspend the Promotion, subject however, to any directions given by any applicable gaming authorities.
- 36) All entries and any intellectual property rights subsisting in the entries become and remain the property of the Promoter. By entering this Promotion the entrant consents to the Promoter and the Promoter's agents, licensees and assigns infringing moral rights in any works in the entrant's entry for an indefinite period of time by:

- a. not naming the entrant as the author of a work or survey response and naming the Promoter or an employee of the Promoter as the author; and
- b. amending or modifying (whether by changing, adding to or deleting/removing) any part of a work or survey response.

37) The Promoter requires the entrant's personal information in order to conduct the Promotion. If the entrant does not provide the mandatory personal information requested then the entrant will not be able to take part in the Promotion. By participating in this Promotion, each entrant is taken to consent to the Promoter using the entrant's personal information to administer the Promotion, and disclosing the entrant's personal information to organisations that assist the Promoter with administering the Promotion, and to third parties as required by law. The Promoter is bound by the National Privacy Principles in the Privacy Act 1988 (Cth) and by participating in this Promotion, the entrant is taken to consent to the Promoter's privacy policy (available at <http://www.kca.com.au/privacy.htm>). Your personal information may be disclosed to Promoter's affiliate companies or third party service providers located outside of Australia or New Zealand. It is likely that those overseas recipients will be located in the United States of America, Thailand or Malaysia, though this list will change from time to time. If you provide your personal information to us in accordance with this Policy, you are taken to consent to the disclosure of your personal information to overseas recipients. As a result of your consent, Australian Privacy Principle 8.1 will not apply to the disclosure. By participating in this Promotion, each entrant also consents to the Promoter using their personal information for future marketing purposes unless otherwise advised by the entrant. An entrant may access and correct any of their personal information held by the Promoter, upon request to the Promoter.

38) These Terms and Conditions are governed by the laws of the State of New South Wales.

39) Authorised under: **NSW Permit No. LTPS/18/30599**