

Ty Giveaway

Dec 2021

BIG BALLOON >>> Terms and conditions

Conditions of Entry

1. Information on how to enter and the prize form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Individuals must be Australian residents to be eligible to enter. All entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the entrant entering this promotion.
3. Employees of the promoter and their immediate families, associated companies and agencies are ineligible to enter.
4. The Promoter is Big Balloon Toys (ABN 29196737513), of Unit 4 30 Cubitt St Richmond VIC 3121 Australia Telephone: 03 90201358
5. The competition **commences on 9 December 2021 at 7pm AEDT**, and **concludes on 13 December 2021 at 12:01pm AEDT** (promotional period). All times are AEDT. Prize will be drawn on **13 December by 5pm AEDT**.
6. Entries not including all required information will be deemed ineligible.

How to enter

1. To enter, the entrant must comment on the Big Balloon Instagram or Facebook competition post in the comments section with their entry for that day's post. Entrants can enter each competition throughout the promotional period, but only once.
 - Facebook: [facebook.com/TyAustralia](https://www.facebook.com/TyAustralia)
 - Instagram: [Instagram.com/TyAustralia](https://www.instagram.com/TyAustralia)
2. It is the responsibility of each eligible entrant to ensure that their details, including their full name, phone number, address, and email address details are correct and up to date when sending through to promoter.
3. This promotion is a game of skill and chance plays no part in determining the winners. Big Balloon Australia will individually judge each entry based on the most impressive.
4. A winner will be drawn, at random, by 5pm at Big Balloon Toys, Unit 4 30 Cubitt St Richmond VIC 3121 Australia (or at an alternate office venue within Victoria due to Covid restrictions), within 24 hours of daily competition closure.

1. The winner will be notified via Instagram or Facebook Direct Message and on their competition entry post.
2. If neither a phone number, email address or address of the winner are supplied or they are incorrect, then the winner will be disqualified and a new winner will be drawn.
3. The Promoters may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.
4. If any of the prizes are not claimed by 10:59am AEDT on 16 December 2021, the winner's entry will be deemed invalid and the Promoter reserves the right to conduct a redraw at 12:00pm AEDT on the 16 December 2021 at the same location as the original draw, subject to any written directions given by the relevant gaming authorities.
5. All redrawn winners will be notified in writing via Instagram or Facebook direct message and on their competition entry post.
6. All prizes will be sent to the winners within 4 weeks of the winners details being received.

Prize

The Prize is as follows:

1. 1 x Large Beanie Boo
 2. 3 X Medium Beanie Boos
 3. 5 x Regular Beanie Boos
 4. 5 x Beanie Boos Clips
 5. 3 x 10" Squish A Boos
 6. 3 x 14" Squish A Boos
 7. 5 x Puffies
2. There is one prize pack in total. The RRP value will be \$303AUD.

Other

1. Any change in value occurring between the publishing date and the date the prize is claimed is not the responsibility of the Promoter.
2. The Promoter reserves the right to verify the validity of entries (including an entrant's identity, age and place of residence) and to disqualify any eligible entrant where the Promoter believes that the entry or the entry process has been tampered with or where any entry has been submitted not in accordance with the Terms and Conditions.

3. The Promoter accepts no responsibility for any lost, late, misdirected claims or correspondence due to incorrect entrant information.

1. The exact size, design and colour of the prize will be determined by the Promoter in its absolute discretion. Prize styles may vary from those shown.

2. The Promoter's decision in relation to any aspect of the competition is final and binding on each person who enters.

3. The prize is not transferable or exchangeable and cannot be taken as cash.

4. All entries become the property of the Promoter. The entries may be shared by the Ty Australia Facebook and Instagram accounts, unless otherwise stated by the entrant.

5. The Promoter shall not be liable for any loss or damage whatsoever suffered, including but not limited to direct or consequential loss, or personal injury suffered or sustained in connection with any prizes or entering the competition. The Promoter shall not be responsible for any costs associated with entering the competition, including but not limited to, internet costs and photo costs.

6. Any change in value occurring between the publishing date and the date the prize is claimed is not the responsibility of the Promoter.

7. Any prize that remains unclaimed for more than 4 days will be forfeited.

8. Entrants provide their information to the Promoter and not to Facebook or Instagram. This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook or Instagram. Each entrant agrees to completely release Facebook and Instagram from any and all liability in connection with this Promotion.

9. The Promoter collects personal information ("PI") 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 <http://www.bigballoon.com.au/privacy.html>. 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 entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants 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 entrant's personal information to any entity outside of Australia.

10. The Promoter reserves the right, at its sole discretion and without notice, to cancel, modify or suspend these terms and/or this promotion in whole or in part, including, but not limited to in the event of fraud, technical or other difficulties or if the integrity of the Promotion is compromised, subject to any written directions from the various lottery departments and without liability to the participant. The contact details of the winning entry may be passed onto a third party for prize notification and fulfilment.

11. If for any reason the winner does not take the prize by the time stipulated by the Promoters, then the prize will be forfeited.

12. Subject to the terms and conditions of the participating prize provider(s), if for any reason the winner does not, once the prize has been booked, take the prize (or an element of the prize) at the time stipulated, then the prize (or that element of the prize) will be forfeited and will not be redeemable for cash.

13. The prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash.

14. In the event of war, terrorism, state of emergency or disaster, or Covid regulations implemented by Government, the Promoters reserve the right to cancel, terminate, modify or suspend the promotion or suspend or modify a prize, subject to any written directions from a relevant regulatory authority.

15. Entrants consent to the Promoter using the entrant's name, likeness, image and/or voice in the event that they are a winner (inc. photograph, film, and/or recording of the same) in any media for an unlimited time without notice or remuneration for the purpose of promoting this competition.

16. To the extent permitted by law, the Promoter (including its officers, employees and agents) and its associated agencies and companies will not be liable for any loss (including, without limitation, direct, indirect, special or consequential loss, or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this promotion or accepting or using any prize.