

Klarna Uncensored Giveaways Competition

Terms and Conditions

Your entry into the Klarna Uncensored Giveaways Competition (**the Competition**) is deemed acceptance of the following Terms and Conditions. Information on how to enter the Competition and the Prize(s) form part of these Terms and Conditions.

Who Can Enter

1. The Competition is open to residents of Australia aged 18 years and over at the time of entry.
2. Employees of Klarna Australia (**the Promoter**), associated agencies, and each of their immediate family members are not eligible to enter the Competition. Immediate family includes: spouse, ex-spouse, de facto spouse, child or step-child (including by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.
3. By entering the Competition, you warrant that you meet the entry requirements and accept all conditions detailed in these Terms and Conditions.
4. The Promoter reserves the right, acting reasonably, to disqualify any individual deemed by the Promoter to be ineligible to enter the Competition, who has breached any of these Terms and Conditions or who has engaged in unlawful or improper misconduct compromising the fair and just running of the Competition.
5. The Promoter reserves the right to verify the validity of any entry or individual entering the Competition at any time.
6. Unless otherwise stated in these Terms and Conditions, you are not required to purchase any goods or products from the Promoter in order to enter the Competition. Purchasing goods or products will not increase your chances of winning.

How to Enter

7. The Competition commences on 11 December 2020 at 00:01 AEDT and closes on 17 December 2020 at 17:00 AEDT (the **Competition Period**).
8. Entries must be received within the Competition Period.
9. To enter the Competition, eligible individuals must:
 - Scan the QR code at the relevant site location within the Competition Period;
 - Successfully complete and submit the entry form with their contact details (name, phone and email address);
 - To win, individuals must be the first to scan the QR code on the street poster in the allotted competition window (the **Competition Window**). The Competition Window to scan and win varies each day throughout the Competition Period, and is at the Promoter's discretion.
 - Individuals that miss the Competition Window to scan and win can go in the draw to win the secondary competition (the **Secondary Competition**) outlined below.
10. Late, incomplete, indecipherable, discriminatory or otherwise offensive entries will be deemed invalid and may be disqualified.

How to Enter the Secondary Competition

11. For those that miss out on the scan to win, they are eligible to enter the Secondary Competition to win one (1) of five (5) Westfield gift cards to the value of AUD\$500 each.
12. The Competition Period remains the same for the Secondary Competition. Entries must be received within the Competition Period.
13. To enter the Secondary Competition, eligible individuals must:
 - Scan the QR code at the relevant site location within the Competition Period, and have missed the winning position during the Competition Period;
 - Successfully complete the entry form with their contact details (name, phone and email address);
 - Listed three (3) x emojis in the entry form to represent what they would do with the Westfield voucher;
 - Download the Klarna app.
14. Late, incomplete, indecipherable, discriminatory or otherwise offensive entries will be deemed invalid and may be disqualified.

The Prize

15. The total prize pool comprises thirty-six (36) individual prizes across both Competitions, which equates to a maximum of nine (9) individuals prizes per state in New South Wales, Victoria, Queensland and Western Australia only. The Terms and Conditions for South Australian entrants are separate, and those Terms must be considered separate to these.
16. Each individual prize winner will win one (1) of the following prizes. The prize won will be determined by the day the QR code is scanned in each city, there is a different prize for each day throughout the Competition Period.
17. Per state, a maximum of seven (7) total Major Prizes can be won, and two (2) Secondary Competition Prizes. The total prize pool is valued at AUD\$19,627.00, which equates to a prize pool of AUD\$4,908.00 per state.
18. The Major Prize pool value is listed below:
 - Major Prizes:
 - Fri Dec 11: One (1) Luxury Escapes Voucher at the value of AUD\$1,000.00.
 - Sat Dec 12: One (1) pair of Nike Air Max sneakers at the value of AUD\$300.00.
 - Sun Dec 13: One (1) Jacquemus Bag at the value of AUD\$690.00.
 - Mon Dec 14: One (1) Nintendo Switch at the value of AUD\$449.00.
 - Tues Dec 15: One (1) Dyson Vacuum V7 at the value of AUD\$599.00.
 - Wed Dec 16: One (1) pair of Yeezy Slides at the value of AUD\$400.00.
 - Thurs Dec 17: One (1) Weber BBQ at the value of AUD\$469.00.
 - Secondary Competition Prize: AUD\$500 Westfield giftcard (x 10).
19. The Prize, or any portion of the Prize, is not transferable or exchangeable and cannot be redeemed for cash, unless otherwise stated or agreed by the Promoter. No compensation will be offered if a winner is unable to accept the Prize.
20. The Prize is subject to availability at the time of purchase. The Promoter reserves the right to substitute any portion of the Prize for an alternative of equal or greater value in accordance with licensing and state regulations.

The Prize Draw and Judging Process

21. The Promoter will review all eligible entries and select thirty-six (36) individual winning entries (**the Prize Winners**).
22. For the Major Prizes, there will be seven (7) winners (the **Major Prize Winners**) per state (New South Wales, Victoria, Queensland and Western Australia). Determination of the Prize Winners shall be made by the Promoter at its sole discretion, and such determination shall be final and binding.
23. The Major Prize Winners will be contacted within 24 hours from their time of entry within the Competition Period.
24. The Major Prize Winners will be chosen based on the first individual to scan the competition street poster in the Competition Window, and successfully complete the competition form.
25. The street poster locations in each city throughout the Competition Period include:
 - 2-6 Enmore Rd, Newtown, NSW;
 - Knox Place, Melbourne Central, Melbourne, VIC;
 - Cnr Ann & Warner St, Brisbane, QLD;
 - 634 Beafort St, Perth, WA.
26. The Secondary Competition Prize Winner selection will take place at Level 3, 41-43 Stewart Street, RICHMOND VIC 3121 after the Competition Period on 17 December at 15:00 AEDT (the **Selection Date**).
27. The Promoter will review all eligible entries and select eight (8) individual winning entries (the **Secondary Prize Winners**). A maximum of two (2) individual Secondary Prize Winners can win per state for New South Wales, Victoria, Queensland and Western Australia. Determination of the Secondary Prize Winners shall be made by the Promoter at its sole discretion, and such determination shall be final and binding.
28. The Competition constitutes a game of chance, and no element of skill plays any part in the selection of the Prize Winner.
29. The Secondary Competition constitutes a game of skill, and no element of chance plays any part in the selection of the Prize Winner.
30. The Major Prize Winners will be notified via email or phone within 24 hours of entry.
31. The Secondary Prize Winners will be notified via email or phone within one (1) week of the Draw Date.
32. The Prizes must be claimed by the Secondary Prize Winners within seven (7) days of being notified.
33. Upon acceptance of the Prize, the Prize Winner's name may be published on the Promoter's social media profile @klarna.au
34. If a Prize Winner does not claim their Prize within 48 hours of notification or of the Draw Date, the Prize will be forfeited and there will be no redraw.
35. Secondary Prize Winner Prizes will be sent by the Promoter within 30 days of the Secondary Prize Winner accepting their Prize, subject to Australia Post.
36. The Promoter's decision is final and no correspondence will be entered into.
37. Please note that third parties may also have terms and conditions that apply to the Prize. Prize Winners must review and agree to any terms and conditions provided by the third parties in order to redeem or participate in the Prize.

General Rules

38. The Promoter reserves the right to disqualify any entrants who fail to follow the rules set out in these Terms and Conditions, or any entrant who makes any misrepresentation relating to the Competition or drawing and redemption of the Prizes.
39. The Promoter is not responsible for any technical failures, malfunctions, problems with or damage to equipment (including but not limited to wireless devices, websites, wireless networks, servers, computer hardware or software) during the Competition or as a result of you participating in the Competition.
40. The Promoter reserves the right, at its sole discretion, to cancel, suspend or cut short the Competition should any attempt be made to deliberately undermine, damage or destroy the Competition.

Liability and Release

41. Your entry into the Competition, confirms that you own all necessary rights to provide the intellectual property constituting your entry.
42. As a condition of entering the Competition, you hereby grant the Promoter, the supplier and their affiliates irrevocable, royalty-free rights to reproduce, modify and republish any material created as a result of entry into the Competition, including but not limited to your competition entry, photographs, sound recordings and video recordings and acknowledge you will not be entitled to any fee for such use.
43. 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.
44. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook and/or Instagram and the Prize Winners fully release Facebook and/or Instagram from any liability.

Personal Information

45. Any personal information submitted to the Promoters will be held in accordance with the Privacy Act 1998 (Cth). The Promoter may disclose personal information of entrants to suppliers and affiliates in order to administer or otherwise run the Competition.
46. Unless you have already indicated to us that you do not wish to receive marketing material from Klarna, personal information collected during the Competition Period may be used for direct marketing purposes. You may unsubscribe from marketing communications by following the instructions set out in the relevant communication.
47. All personal information will be handled in accordance with the Promoter's Privacy Policy available here http://cdn.klarna.com/1.0/shared/content/legal/terms/0/en_au/privacy

Promoter Information

48. The Promoter is Klarna Australia Pty Ltd., ABN # 82 635 912 579 of Level 16, 175 Pitt Street, SYDNEY NSW 2000. You can contact the Promoter on marketing-au@klarna.com.