

## New Parent Promotion Terms and Conditions

<b>Schedule</b>	
<b>Promotion</b>	G8 Education New Parent Promotion
<b>Promoter</b>	G8 Education Limited ABN 95 123 828 553 of 159 Varsity Parade, Varsity Lakes QLD 4227
<b>Participants</b>	The following group of participants is permitted to participate in this Promotion:  (a) New Parent Participants.
<b>Participation</b>	Each New Parent Participant is eligible to participate provided they are:  (a) An individual; (b) A resident of Australia; and (c) Over 18 years of age.
<b>Promotion Period</b>	9:00am AEST on 10 June 2020 to the earlier of:  (a) 9:00am AEST on 30 September 2020; and (b) the time and date on which 7000 Voucher's have been sent to New Parent Participants pursuant to these Terms & Conditions.
<b>Participation Conditions – New Parent Participant</b>	To participate in the Promotion, each New Parent Participant must:  (a) complete the New Parent Promotion participation online form, including by notifying the Promoter of the name of their Referrer (if any) and the name of the early education and childcare centre operated by the Promoter at which they wish to enrol a child.  (b) enrol one or more children who were not enrolled at any early education and childcare centre operated by the Promoter as at the commencement of the Promotional Period, at an early education and childcare centre operated by the Promoter for a not less than two (2) days per week over a period of four (4) weeks commencing on or after 13 July 2020;  (c) pay all fee's relating to the enrolment on or before their due date;

	<p>(d) comply with the terms of the Enrolment Agreement at all times and without default; and</p> <p>(e) not cancel or attempt to cancel the enrolment at any time within four (4) weeks of the enrolment commencing.</p> <p>For the avoidance of doubt, if fee's payable or any part of fee's payable for care are waived or otherwise not payable for any day of care, that day of care will not be treated as a day of care for the purposes of meeting the Participation Condition at subclause (b) above.</p>
<b>Incentive</b>	<p>A Coles Group &amp; Myer voucher to the value of \$500 (including GST) for each child enrolled in accordance with the Participation Conditions.</p> <p>The voucher supplier's terms and conditions can be viewed <a href="#">here</a>.</p> <p>The voucher expires on the date that is 48 months from the date of issue. The voucher cannot be used in certain retail outlets. The Promoter does not accept any liability or assume any responsibility in any way arising out of, or in relation to, the use of the voucher, or for any card faults or defects or if the participant is unable to use the voucher for any reason including if the voucher is damaged or lost.</p>
<b>Collection of Incentives</b>	<p>Each New Parent Participant may collect their Incentive(s) from the early education and childcare centre at which their child(ren) are enrolled during the period between 28 days and 56 days from the date of all of the Participation Conditions are met.</p>

**Participants should pay particular attention to:**

- (a) any unusual or onerous restrictions on the method of participation, if any (see the "Participation Conditions" section of the Schedule and Part D of these terms and conditions); and**
- (b) the Promoter's limitation of liability (see Part G of these terms and conditions).**

#### **PART A - INTRODUCTION**

1. Information on how to participate in the Promotion and Incentive 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 the Schedule above.

3. Participants must comply with these terms and conditions 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 participants 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://g8education.edu.au/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 Incentive will be provided to the participant's parent or legal guardian.
9. The Promotion is not available in conjunction with any other discount, promotion or offer by the Promoter or any related body corporate.

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

10. To participate in the Promotion, each participant must comply with the 'Participation Conditions' section of the Schedule.
11. 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.
12. 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.
13. The eligibility of participants to receive an Incentive is solely within the discretion of the Promoter.
14. The Promoter accepts no responsibility for late, lost, or misdirected communications.
15. 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.

#### **PART E - INCENTIVES**

16. Each Incentive is not transferrable, exchangeable, or redeemable for cash.
17. If any Incentive is unavailable for reasons beyond the Promoter's control, the Promoter reserves the right to substitute the Incentive with an incentive of equal or greater monetary value. This right is subject to any applicable legislation, regulations, or directions from a regulatory authority.
18. Once the Incentive has left the Promoter's premises, the Promoter takes no responsibility for the Incentive being damaged, lost or stolen.
19. All taxes (excluding GST, if any) which may be payable as a consequence of receiving an Incentive are the sole responsibility of each participant.
20. The participant's use of the Incentive is entirely at their own risk.

#### **PART F – RECEIVING THE INCENTIVE**

21. Each eligible New Parent Participant during the Promotional Period will receive an Incentive.
22. The eligibility of New Parent Participant's to receive the Incentive is solely within the discretion of the Promoter.
23. It is the responsibility of each participant to comply with the Promoter's instructions on how to collect their Incentive as outlined in the "Collection of Incentives" section of the Schedule.
24. 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.
25. 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.
26. It is the responsibility of each participant to notify the Promoter of any change to their contact details.

#### **PART G - NO LIABILITY**

27. Any Incentive supplied by a third party supplier is subject to the terms and conditions of that third party supplier. The Incentive 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 Incentive except for any liability which cannot be excluded by law including as provided for under the Australian Consumer Law.

#### **PART H - TERMINATION OF PROMOTION**

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.

## Refer a Friend Promotion Terms and Conditions

Schedule	
<b>Promotion</b>	G8 Education Refer-a-friend
<b>Promoter</b>	G8 Education Limited ABN 95 123 828 553 of 159 Varsity Parade, Varsity Lakes QLD 4227
<b>Participants</b>	<p>The following two groups of participants are permitted to participate in this Promotion:</p> <p>(a) Referring Participants; and (b) Referred Participants.</p>
<b>Participation</b>	<p>Each participant (regardless of whether such participant is a Referring Participant or a Referred Participant) is eligible to participate provided they are:</p> <p>(a) An individual; (b) A resident of Australia; and (c) Over 18 years of age.</p>
<b>Promotion Period</b>	<p>9:00am AEST on 10 June 2020 to the earlier of:</p> <p>(a) 9:00am AEST on 30 September 2020; and (b) the time and date on which 3000 Vouchers have been sent to Referring Participants pursuant to these Terms &amp; Conditions.</p>
<b>Participation Conditions – Referring Participants</b>	<p>To participate in the Promotion, each Referring Participant:</p> <p>(a) must, as at the commencement of the Promotional Period, have one or more children currently enrolled in an early education and childcare centre operated by the Promoter;</p> <p>(b) must, during the Promotional Period, refer a new parent or guardian (<b>Referred Participant</b>) to the Promoter by forwarding the Promotion via an existing approved channel (e.g. Email, Social Media link or Offer Website link) to a potential Referred Participant;</p> <p>(c) must complete the New Parent Promotion participation online form, including by notifying the Promoter of the name of their potential Referred Participant; and</p> <p>(c) acknowledges and agrees that the Referred Participant must comply with the relevant</p>

	<p>'Participation Condition' section of the Schedule.</p>
<p><b>Participation Conditions – Referred Participants</b></p>	<p>To participate in the Promotion, each Referred Participant must:</p> <p>(a) during the Promotional Period:</p> <p>(i) complete the New Parent Promotion participation online form, including by notifying the Promoter of the name of their Referring Participant and the name of the early education and childcare centre operated by the Promoter at which they wish to enrol a child.</p> <p>(ii) enrol one or more children at an early education and childcare centre operated by the Promoter for not less than two (2) days per week over a period of four (4) weeks commencing on or after 13 July 2020;</p> <p>(iii) pay all fee's relating to the enrolment on or before their due date,</p> <p>(b) comply with the terms of the Enrolment Agreement at all times and without default;</p> <p>(c) not cancel or attempt to cancel the enrolment at any time within four (4) weeks of the enrolment commencing; and</p> <p>(d) not be a current employee of the Promoter.</p> <p>For the avoidance of doubt, if fee's payable or any part of fee's payable for care are waived or otherwise not payable for any day of care, that day of care will not be treated as a day of care for the purposes of meeting the Participation Condition at subclause (a)(ii) above.</p>
<p><b>Incentive</b></p>	<p>A Coles Group &amp; Myer voucher to the value of \$500 (including GST) for each child enrolled in accordance with the Participation Conditions of both the Referring Participant and the Referred Participant.</p> <p>The voucher supplier's terms and conditions can be viewed at <a href="#">here</a>.</p> <p>The voucher expires on the date that is 48 months from the date of issue. The voucher cannot be used in certain retail outlets. The Promoter does not accept any liability or assume any responsibility in any way arising out of, or in relation to, the use of the voucher, or</p>

	for any card faults or defects or if the participant is unable to use the voucher for any reason including if the voucher is damaged or lost.
<b>Collection of Incentives</b>	Each Referring Participant may collect their Incentive(s) from the early education and childcare centre at which their child(ren) are enrolled during the period between 28 days and 56 days from the date of all of the Participation Conditions of both the Referring Participant and the Referred Participant are met.

**Participants should pay particular attention to:**

- (c) any unusual or onerous restrictions on the method of participation, if any (see the “Participation Conditions” section of the Schedule and Part D of these terms and conditions); and**
- (d) the Promoter’s limitation of liability (see Part G of these terms and conditions).**

#### **PART A - INTRODUCTION**

- 28. Information on how to participate in the Promotion and Incentive details form part of these terms and conditions.
- 29. 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 the Schedule above.
- 30. Participants must comply with these terms and conditions to participate in the Promotion.
- 31. 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**

- 32. 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 participants about the products and services offered by the Promoter and its related companies; and
  - (c) research to improve its products and services.
- 33. By participating in the Promotion, participants consent to the use of their personal information as described in clause 5.
- 34. Participants may access, change and/or update their personal information in accordance with the Promoter’s privacy policy: <https://g8education.edu.au/privacy-policy/>

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

35. 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 Incentive will be provided to the participant's parent or legal guardian.
36. The Promotion is not available in conjunction with any other discount, promotion or offer by the Promoter or any related body corporate.

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

37. To participate in the Promotion, each participant must comply with the 'Participation Conditions' section of the Schedule.
38. 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.
39. 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.
40. The eligibility of participants to receive an Incentive is solely within the discretion of the Promoter.
41. The Promoter accepts no responsibility for late, lost, or misdirected communications.
42. 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.

#### **PART E - INCENTIVES**

43. Each Incentive is not transferrable, exchangeable, or redeemable for cash.
44. If any Incentive is unavailable for reasons beyond the Promoter's control, the Promoter reserves the right to substitute the Incentive with an incentive of equal or greater monetary value. This right is subject to any applicable legislation, regulations, or directions from a regulatory authority.
45. Once the Incentive has left the Promoter's premises, the Promoter takes no responsibility for the Incentive being damaged, lost or stolen.
46. All taxes (excluding GST, if any) which may be payable as a consequence of receiving an Incentive are the sole responsibility of each participant.
47. The participant's use of the Incentive is entirely at their own risk.

#### **PART F – RECEIVING THE INCENTIVE**

48. Each eligible Referring Participant during the Promotional Period will receive an Incentive. Referred Participants will not receive an Incentive.

49. The eligibility of Referring Participant's to receive the Incentive is solely within the discretion of the Promoter.
50. It is the responsibility of each participant to comply with the Promoter's instructions on how to collect their Incentive as outlined in the "Collection of Incentives" section of the Schedule.
51. 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.
52. 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.
53. It is the responsibility of each participant to notify the Promoter of any change to their contact details.

**PART G - NO LIABILITY**

54. Any Incentive supplied by a third party supplier is subject to the terms and conditions of that third party supplier. The Incentive 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 Incentive except for any liability which cannot be excluded by law including as provided for under the Australian Consumer Law.

**PART H - TERMINATION OF PROMOTION**

55. 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.