

Smiling Mind Spaces: Competition Terms and Conditions

1. This competition is being run by Smiling Mind ABN 26161428459 whose registered office is at 26-28 Easey St, Collingwood, VIC 3066 Australia (**promoter**).
2. To be eligible to enter the competition, you must be an Australian primary school, or an Australian school where primary school aged children are enrolled.
3. Entrants must be 18 years of age or older from Tuesday 1st June 2021 00:01AM AEST.
4. Entrant schools can engage with primary school aged children attending that school to participate in the competition if they wish to participate, and will ask them to respond to the question under paragraph 8 of these Terms and Conditions (**Student**). You must obtain all necessary consents for the children to participate in the competition.
5. The competition is not open to:
 - a. employees of Smiling Mind and their close relatives;
 - b. employees of Dulux and their close relatives;
 - c. schools that have previously received a Smiling Mind Space, courtesy of Dulux, including St Joseph's Primary School Malvern (Victoria), Ivanhoe East Primary School (Victoria), and Richmond West Primary School (Victoria); and
 - d. anyone otherwise connected with this competition.
6. There is no entry fee and no purchase necessary to enter this competition.
7. By entering this competition, you acknowledge that you have read these Terms and Conditions and that you agree to be bound by them.
8. Route to entry for the competition and details of how to enter are via the Smiling Mind website - <https://info.smilingmind.com.au/win-a-smiling-mind-space>

9. To enter, you must complete and submit the form and all required fields on the Smiling Mind website, including an answer to the following question (to be completed by each Student): *“Tell us in 100 words or less, which Smiling Mind Space your school would like to win and why?”*
10. A Smiling Mind Space is a physical space in a primary school, designated by colour, paint, furnishings, posters, toys, or tools for the purpose of formal or informal mindfulness activities.
11. Only one entry will be accepted per person. Multiple entries by the same person or on behalf of the same Student will be disqualified. In the instance of multiple entries, the first entry by date will be considered.
12. A school can enter multiple times but can win a maximum of one (1) prize pack.
13. **Each entry must be approved by a registered contact of the school in order to be valid.**
14. Opening date for entry will be **Tuesday 1st June 2021 00:01AM AEST** and closing date for entry will be **Wednesday 30th June 2021 11:59PM AEST (competition period)**. After this date no further entries to the competition will be permitted.
15. The promoter reserves the right to extend or change the competition start and end date at any time (subject to regulatory approval).
16. To the extent permitted by law, the promoter does not take responsibility for any entries not received for whatever reason.
17. To the extent permitted by law (including the Australian Consumer Law), the promoter reserves the right to cancel or amend the competition and these Terms and Conditions without notice in the event of a catastrophe, war, civil or military disturbance, or any actual or anticipated breach of any applicable law or regulation or any other event outside of the promoter’s control. Any changes to the competition will be notified to entrants as soon as possible by the promoter.

18. The promoter is not responsible for inaccurate prize details supplied to any entrant by any third party connected with this competition.

19. The prize is as follows:

Fifteen (15) winning schools will each win the following prize pack:

- **A maximum total of 20L of Dulux paint, valued at approximately \$500.00; ordered with Communicado via email, allowing at least one week before desired collection date. Paint collection will be the responsibility of the winning school from its closest Dulux Trade Centre, and there is no guarantee of paint colour availability;**
- **Colour chips for the confirmed paint palettes;**
- **1 x consultation with a Dulux Colour Consultant to help design the colour and space, valued at \$170.00 (for 1-hour in person or 2-hours online pending winner's location and Consultant availability). A booking will be made via email with Communicado, with at least one week's notice from the desired consultation date. The consultant will be assigned to a school by Dulux and Communicado;**
- **1 x \$1000.00 physical preloaded eftpos card for accessories and furnishings courtesy of Dulux. The physical preloaded eftpos card will be sent to the winning schools' registered addresses. All delivery costs to be covered by Dulux;**
- **Digital Smiling Mind resources for teachers. This includes digital teacher training, including Learning Hub licenses, for registered staff of the winning schools for twenty-five (25) people, and access to one (1) interactive webinar. Learning Hub licenses will be available for a twelve (12) month period from the time**

of pre-loading by Smiling Mind. The interactive webinar will be Mindfulness 101 or Foundations A, and the time and date is at the discretion of Smiling Mind;

- **1 x Dulux Plush Dog, valued at \$150.00. The Plush Dog will be sent to the winning schools' registered address. All delivery costs to be covered by Dulux; and**
- **30 x Dulux mindful colouring books created by author Kylie Howarth, valued at \$20.00 per book. The colouring books will be sent to the winning schools' registered address. All delivery costs to be covered by Dulux.**

20. The prize is as stated and is not redeemable for cash or any other prize. The prizes are not transferable. Prizes are subject to availability and the promoter reserves the right to substitute any prize with another item of equivalent value.
21. This is a game of skill. Chance plays no part in determining the winners of the competition.
22. All valid entries received during the competition period will be reviewed and individually judged by the promoter on **Tuesday 6th July 2021** at the promoter's offices at 26-28 Easey St, Collingwood, VIC 3066 Australia.
23. Entries will be judged based on their **originality, creativity and references to the Smiling Mind Spaces Toolkit and mindfulness**. The promoter will determine the best 15 entries (from 15 different schools) and the relevant entrant schools will be the winners of the competition. Once a school has been selected as a winning school, any other entries from the same school will no longer be considered or eligible for a prize pack.
24. Winners will be notified no later than four (4) weeks after they have been determined.
25. Smiling Mind will communicate the confirmed winner details with their competition partner (Dulux), no later than two weeks (2) after the winners have been selected, to manage prize

distribution of the prizes, excluding teacher resources which will be managed by Smiling Mind.

26. The winning schools will be notified by phone and email. If the winner cannot be contacted or does not claim the prize within fourteen (14) days of notification, the promoter reserves the right to withdraw the prize from the winner and select a replacement winner by reviewing and individually judging all entries (other than the entries from other winning schools) to select a winning entry by reference to the selection criteria set out above.
27. The promoter will notify the winner when the prize will be delivered and will confirm the winner's address for delivery purposes.
28. Winning schools must redeem their prize and complete construction of their Smiling Mind Space by December 1st 2021.
29. It is the responsibility of the winner to organise and fund any labour associated with the construction of the Smiling Mind Space.
30. The promoter's decision in respect of all matters to do with the competition will be final and no correspondence will be entered into.
31. The competition and these Terms and Conditions will be governed by Australian law and any disputes will be subject to the exclusive jurisdiction of the laws of Victoria.
32. Nothing in these Terms and Conditions limits, excludes or modifies or purports limit, exclude or modify the promoter's liability in relation to the consumer guarantees under the Australian Consumer Law (**Non-Excludable Guarantees Liability**). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees Liability, the promoter (including its respective officers, employees and agents) excludes all liability (including negligence) for any

personal injury, or any loss or damage (including loss of opportunity) whether direct, indirect, special or consequential, arising in any way out of the competition including:

- a. any technical difficulties or equipment malfunction (whether or not under the promoter's control);
- b. any theft, unauthorised access or third party interference;
- c. any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the promoter) due to any reason beyond the reasonable control of the promoter;
- d. any variation in prize value to that stated in these terms and conditions;
- e. any tax liability incurred by the winner or entrant; or
- f. use of the prize.

33. The winning school agrees to the use of their school name and entry in any publicity material. Where a response was submitted on behalf of a Student, the winning school also warrants it has obtained the consent of the Student (through their parent or guardian) whose response was the winning response, to use the Student's name in any publicity material.

34. By participating in this competition, entrants release and hold harmless Facebook, Instagram, Twitter and LinkedIn from any and all liability associated with this competition to the extent permitted by law (in which case that liability is limited to the maximum extent permitted by law). The promoter and entrants acknowledge that this competition is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram, Twitter and LinkedIn. Entrants acknowledge that they are providing information to the promoter and not to Facebook, Instagram, Twitter and LinkedIn.

35. The personal information provided will be used in conjunction with the following Privacy Policy found at

<https://www.smilingmind.com.au/privacy-and-terms>. You consent and you warrant that you have obtained the consent of each Student (through their parent or guardian) to the promoter collecting and using personal information in order to conduct the competition. This may include disclosing such information to subsidiary and related companies, third parties, regulatory bodies including but not limited to agents, contractors, service providers, and any company with whom the promoter is running the competition.

36. You consent to the promoter collecting and using your personal information for promotional purposes if you have consented to this in the competition entry form.
37. The winning school agrees to the use of his/her/their name, school name and/or entry and image and in any publicity material.
38. The Promoter may also contact winning schools to request professional photography and commentary for such material. All costs for this will be the responsibility of The Promoter.
39. The promoter reserves the right to amend the competition and its Terms and Conditions at any time and for any reason, and will notify entrants of any such amendments as soon as reasonably practicable on the competition page at [<https://info.smilingmind.com.au/win-a-smiling-mind-space>].