

**KING LIVING DATABASE SURVEY Lottery 2025**  
**PROMOTIONAL LOTTERY – KING FURNITURE AUSTRALIA PTY LTD**  
**TERMS & CONDITIONS**

v. AU, UK, USA, CA 20250821

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## **1 Introduction**

- 1.1 To the extent there is any inconsistency between these Terms and Conditions and any other reference to the Promotion, these Terms and Conditions will prevail. If you participate in this Promotion then you are deemed to have accepted and agreed to these Terms and Conditions.
- 1.2 This *KING LIVING DATABASE SURVEY Lottery 2025* (**Promotion**) is conducted by King Furniture Australia Pty. Ltd (ABN 79 002 757 333) trading as King Living (**King Living**) of 123 Turrella Street, Turrella, NSW 2205 (the **Promoter**). The Promotion is a lottery competition (game of chance), as described in further detail, below. Where a local promoter is required by local law, then the following members of the King Living group of Companies shall be deemed to be the local Promoter in the applicable country, as described below:

Country	Local Promoter
Australia	King Furniture Australia Pty. Ltd
Canada	King Living, Inc
United Kingdom	King Furniture UK Limited
United States of America	King Living USA, Inc.

- 1.3 Employees (and their immediate families) of the Promoter, participating retailers and agencies associated with 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.

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## **2 How to Enter**

- 2.1 The **Promotion Period** commences at midnight on **Wednesday 27 August 2025** and ends at midnight on **Thursday 11 September 2025**.
- 2.2 During the Promotion Period a survey invitation will be sent to selected customers whose name is already included on the Promoter's mailing list.
- 2.3 To enter the competition, a customer who has received the survey invitation must complete and submit the online survey before midnight on **Thursday 11 September 2025**. On receipt by the Promoter of the completed survey, the customer's entry will go into the draw to win a prize.
- 2.4 Only one entry is allowed, per surveyed customer.
- 2.5 Entry is open to select customers of the Promoter (and companies within its group) who receive and complete the online the survey in Australia, United States of America, United Kingdom, and Canada (all together, the **Territory**). Entry is *not* open to residents of any state or territory where a permit to run this Promotion is required and has not been granted. Entry is not open to residents of the province of Quebec,

Canada.

- 2.6 Entrants must be aged 18 years or over.
- 2.7 The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, at its sole discretion, to disqualify any entrant who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of the Promoter's rights.
- 2.8 No purchase or payment is necessary to enter the Promotion lottery.

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### 3 Prize

- 3.1 There are ten (10) e-gift card vouchers which will be awarded as prizes. For the avoidance of doubt:
- (a) All valid and eligible entries from the four different countries within the Territory will be accumulated in one pool.
  - (b) From that accumulated pool, ten (10) winning entries will be randomly selected as the winning entries for this competition.
  - (c) Each winning entry will receive one e-gift card voucher to the value indicated in the table below, depending on the country where the entrant originated their response to the survey:

Country	Prize: e-gift card voucher Value
Australia	AUD\$500
Canada	CAD\$500
United Kingdom	£250
United States of America	USD\$500

- (d) The currency of the e-gift voucher will be the currency of the country where the winning entrant originated their response to the survey.
  - (e) Although ten (10) prizes will be awarded across the entire Territory, there is no guarantee that any minimum number of prizes will be awarded in any specific country within the Territory.
- 3.2 Total prize pool value in a given country within the Territory is equal to ten times the value of the e-gift voucher which can be awarded in that country (e.g. for Australia, 10 x AUD\$500 = AUD\$5,000.)
- 3.3 Odds of winning a prize depend on the number of valid and eligible entries received from within the Territory.
- 3.4 This Promotion is a game of chance.
- 3.5 The prize is not transferable or exchangeable.
- 3.6 To be eligible for a prize, the entrant must have completed and submitted the online survey during the Promotion Period.
- 3.7 The draw for the Promotion will take place at around 5:00pm AEST on **Friday 19**

**September 2025 (Draw Date).**

- 3.8 The draw will be conducted by a responsible employee of the Promoter, on behalf of the Promoter. The first ten valid entries as drawn by the Promoter from the accumulated pool of entries will be the winners of a one prize each. Winning entries will not be eligible to receive more than one prize in this competition.
- 3.9 Canada: To be declared a winner, a selected entrant who is resident in Canada may be required to first correctly answer a mathematical skill-testing question without assistance of any kind, whether mechanical or otherwise. Entry is not open to residents of the province of Quebec, Canada.

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**4 Winner**

- 4.1 If there is a dispute as to the eligibility or identity of an entrant or the validity of an entry, the Promoter reserves the right, at its sole discretion, to determine the outcome of that dispute.
- 4.2 The Promoter may draw additional reserve entries, and record them in order, in case of an invalid entry or ineligible entrant. If the prize remains unclaimed as at 5:00pm AEST on the Friday which is immediately following the date of the draw, (one week later) the prize will be awarded to the first valid reserve entry.
- 4.3 The winner will be notified via email/telephone (using the contact details which are already stored in the Promoter's database) on or before five (5) days immediately following the Draw Date. The winners' details (last names, first initials and postcodes) will be published on the King Living website within 30 days of the draw or redraw if applicable.
- 4.4 The Promoter's decision is final and no correspondence will be entered into.
- 4.5 The Promoter is not liable to a winner who cannot be contacted in accordance with these Terms and Conditions.
- 4.6 As a condition of accepting a prize, the winner must, if requested, sign any legal documentation in the form required by the Promoter in their absolute discretion, including but not limited to a legal release and indemnity form.
- 4.7 By entering the Promotion, entrants acknowledge and agree that, if they are a winner, their name may be mentioned on the King Living website and any other online platform (including social media platforms) solely in connection with the Promotion (unless prohibited by applicable law).
- 4.8 All income taxes resulting from acceptance of a prize are the responsibility of winner. All monetary amounts referred to in these Terms are inclusive of local applicable taxes like GST and VAT.

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**5 General**

- 5.1 If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical or legal or regulatory difficulties, unauthorised intervention or fraud, the Promoter reserves the right, at its sole discretion, to the fullest extent permitted by law:
- (a) to disqualify any entrant; or
  - (b) to modify, suspend, terminate or cancel the Promotion.
- 5.2 Nothing in these Terms limits, excludes or modifies or purports to limit, exclude or modify the statutory non-excludable terms which may apply under the law of any

country, state or territory within the Territory. Except for any liability that cannot by law be excluded, the Promoter (including its respective officers, employees and agents) excludes all liability (including for 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 Promotion including (without limitation) loss in connection with:

- (a) theft, unauthorised access or third party interference;
- (b) 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;
- (c) any variation in prize value to that stated in these Terms and Conditions;
- (d) any tax liability incurred by a winner or an entrant; or
- (e) use of the prize.

5.3 The Promoter reserves its rights to recover damages or other compensation from any person who breaches these Terms.

5.4 To the maximum extent permitted by law, each entrant indemnifies, and must defend and hold harmless, the Promoter and each of their employees, servants, agents and contractors, from and against all losses arising from:

- (a) a breach by the entrant of any of these Terms;
- (b) any third party claim arising directly or indirectly from a breach by the entrant of any of these Terms;
- (c) any negligent, wilful or otherwise wrongful act or omission of the entrant;
- (d) any fraudulent or dishonest acts or omissions by the entrant;
- (e) any breach by the entrant of any applicable Laws; and
- (f) any claim by any third party (including individuals, legal entities and governmental departments or agencies) arising directly or indirectly as a result of the entrant entering the Promotion.

5.5 SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.

5.6 These Terms are governed by the laws of the Country where the entrant completes the survey, as described in the table below. The Promotion is void wherever prohibited

or restricted by local law.

Country where the entrant completes the survey	Applicable Laws	Legal Forum for Disputes
Australia	Laws of the State of New South Wales	Courts located in Sydney, Australia.
Canada	The laws of British Columbia, without giving effect to any of its conflict of laws provisions.	The applicable federal or provincial courts located in Vancouver, British Columbia.
United Kingdom	All applicable English Laws and regulations.	Courts located in London.
United States of America	The laws of California without giving effect to any of its conflict of laws provisions.	The applicable federal or state courts located in Los Angeles, California.

- 5.9 By entering this lottery, the entrant accepts and agrees to these Terms and the decisions of the Promoter and/or an administrator, which shall be final in all matters.

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## 6 Privacy and Data Protection

- 6.1 The personal information of a customer who receives the survey invitation and/or completes the online the survey:
- (a) will be used solely for the purpose of identifying and contacting a winner in the prize draw;
  - (b) will be stored locally in a digital folder with restricted access; and
  - (c) will be kept confidential and not shared or used for any other purpose which is not related to the survey and this competition.
- 6.2 The Promoter will also use and handle personal Information as set out in its Privacy Policy, which can be viewed at <https://www.kingliving.com.au/privacy-policy/>.

Country where the entrant completes the survey	Privacy Policy
Australia	<a href="https://www.kingliving.com.au/privacy-policy">https://www.kingliving.com.au/privacy-policy</a>
Canada	<a href="https://www.kingliving.ca/privacy-policy">https://www.kingliving.ca/privacy-policy</a>
United Kingdom	<a href="https://www.kingliving.co.uk/privacy-policy/">https://www.kingliving.co.uk/privacy-policy/</a> .
United States of America	<a href="https://www.kingliving.com/privacy-policy">https://www.kingliving.com/privacy-policy</a>