

TERMS AND CONDITIONS

EASTER COMPETITION | Game of chance | Your chance to WIN 1x \$500 Nine West Voucher, 1x \$500 Dune London Voucher and 1x \$1000 House Voucher.

1.0 General

- 1.1** Information on how to enter forms part of these conditions.
- 1.2** Entry into the Easter Competition by signing up to Nine West, Dune London and House either instore, online or via Facebook and Instagram. (The Promotion) constitutes acceptance of these Terms and Conditions.
- 1.3** The Promoters is JL Footwear Pty Ltd of 312 Toorak Rd, South Yarra, Vic 3141 ABN 89 802 161 261 (The Promoter) in collaboration with Vatelto Trust of 35 Market Street, South Melbourne VIC 3205 ABN 34 782 387 143 and Global Retail Brands Australia Pty Ltd of 425 St Kilda Road, Melbourne VIC 3004 ABN 74 323 352 189.
- 1.4** All times stipulated in the Terms and Conditions are based in AEDT.
- 1.5** For the purposes of the Terms and Conditions, JL Footwear Pty Ltd includes all related and subsidiary companies, past, present and future officers, agents, representatives, employees and assigns.
- 1.6** The following are ineligible: (i) employees of the Promoter, JL Footwear Pty Ltd or any of the Promoter's collaborators that are associated with the Promotion; (ii) the spouse, defacto spouse, parent, child or sibling (whether natural or by adoption) of an excluded employee; and (iii) any person who the Promoter has previously notified is not permitted to enter the Promoter's promotions.

2.0 Entry Requirements

- 2.1** Entry to The Promotion is open to Australian residents eighteen (18) years of age and over.
- 2.2** Employees of The Promoter and their immediate families are not eligible to enter the Promotion.
- 2.3** Entry to The Promotion is free.
- 2.4** Entrants are allowed multiple entries per person.
- 2.5** The Promotion commences at 05:00pm AEDT Thursday 25th March 2021 until 11:59pm AEDT Tuesday 6th April 2021.
- 2.6** To enter the Promotion: Entrants will need to have a valid email address or valid Instagram / Facebook account.
- 2.7** Entrants are required to agree to these Terms and Conditions for the entry to be valid.
- 2.8** Entrants are required to sign up or update their details to the Nine West Australia VIP List or House Database within the promotional period to enter the draw or comment and like the relevant post on Instagram or Facebook be following each brand on relevant Instagram post on House, Dune London or Nine West Australia.
 - Like the competition post on Instagram or Facebook from House, Dune London or Ninewest & be following ALL three brands (on either Facebook or Instagram) = 1 entry
 - Comment on the competition post / tag your friends = 1 entry

- Sign up to database of House, Dune London or Ninewest = 1 entry

- 2.9** For the avoidance of doubt, entrants must remain a subscribed / following to the Promoters marketing list for the entire Promotion Period and at the time of draw. Entrants who unsubscribed/ unfollow at the time of determination of winners, will be deemed invalid.
- 2.10** The Promotion is a game of chance and the winner will be selected based on random selection.
- 2.11** There will be one (1) winner, chosen to receive a total prize value of \$2,000 AUD described on item 3.1.
- 2.12** By entering the competition, participants agree to sign up to the Promoters and collaborators databases including Nine West Australia, Dune London Australia and House Australia.

3.0 Prizes

- 3.1** One (1) \$500 AUD Nine West voucher, one (1) \$500 AUD Dune London Australia voucher and one (1) \$1000 AUD House voucher.
- 3.2** Total prize valued up to \$2,000 AUD.
- 3.3** Prize is not redeemable for cash and not transferable.
- 3.4** The provisional winner will be notified via telephone, email or social media.
- 3.5** A provisional winner will only be deemed a winner once verified by the Promoter.
- 3.6** The Promoter shall not be liable for any costs associated with the prize.
- 3.7** The Promoter shall not be liable for any loss or damage whatsoever that is suffered by any entrant or winner (including but not limited to indirect or consequential loss), or for any personal injury suffered or sustained as a result of taking any prize, except for the liability that cannot be excluded by law.

4.0 Draw

- 4.1** A winner will be drawn at the Nine West Head Office; 312 Toorak Rd, South Yarra, VIC 3141 on Wednesday 7th April 2021 at 10:30am ADET.
- 4.2** The Promoter reserves the right to select reserves in case of an invalid entry or invalid entrant.
- 4.3** The winner will be notified via telephone, email or social media on or around Wednesday 7th April 2021.
- 4.4** Should the Promoter not be able to make contact with the chosen winner within fourteen (14) days after the winner's entry is drawn, the winner will be deemed to have forfeited the prize.
- 4.5** Should item 4.4 come into effect, a representative of The Promoter will select the next best entry to be the winner of the competition. This draw will take place at the Nine West Head Office, 312 Toorak Rd, South Yarra, VIC 3141 fourteen (14) days after the draw for each post at 11:00am AEDT.
- 4.6** The Promoter will conduct an unclaimed prize draw (if required) at the same place as the original draw at the time and on the date indicated in 4.4 to award the prize(s). This date will be no sooner than twenty-eight (28) days after the

original draw, except in the case of an event prize, in which case the draw may be earlier. Winners, if any, will be notified via Instagram where possible.

4.7 The judge's decision is final and no correspondence will be entered into.

5.0 Entries

5.1 All entries must be original and will become the property of The Promoter and collaborators upon submission. The entrants name and entry may be used for any future promotional, marketing and publicity purposes in any media worldwide.

5.2 Entrants consent to the Promoter using the entrant's name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.

5.3 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 to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

5.4 Entries will be valid for residents of Australia only.

6.0 Warranties

6.1 Each entrant warrants that the contents of their entry is original and does not infringe the intellectual property rights of any third person.

6.2 Each entrant warrants that the use or publishing of any entry will not cause The Promoter to be in breach of any third party's intellectual property rights.

6.3 The Promoter does not take any responsibility for any costs associated with entering and/or accessing The Promotion including and not limited to internet service provider costs.

6.4 If for any reason The Promotion is not capable of running as planned due to any reason, including unauthorised intervention, fraud, or any other causes beyond the control of The Promoter, which corrupt or affect the administration security, fairness, integrity or proper conduct of The Promotion, The Promoter reserves the right (subject to any applicable law) in its sole discretion to cancel The Promotion or to disqualify any individual who has tampered with the entry process.

6.5 In the case of the intervention of any outside agent or event which naturally changes the result or prevents or hinders its determination, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest or strikes, The Promoter may, in its absolute discretion, cancel The Promotion and/or recommence it from the start on the same conditions subject to state legislation.

- 6.6** If The Promoter becomes aware that a prize winner is in breach of any warranty contained in these Terms and Conditions or made subsequently to, The Promoter may deem that prize winner ineligible.
- 6.7** Except for any liability that cannot be excluded by law, The Promoter (including its 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 Promotion, including, but not limited to, where arising out of the following:
- any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
 - any theft, unauthorised access or third party interference;
 - any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by The Promoters) due to any reason beyond the reasonable control of The Promoters;
 - any variation in prize value to that stated in these Terms and Conditions of entry;
 - any tax liability incurred by the winner or entrant; and/or redemption of the prize.

7.0 Disclaimer

- 7.1** This promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram or Facebook. Entrants understand that they are providing their information to the Promoter and not to Instagram. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Instagram.
- 7.2** Nothing in these Terms and Conditions limit, exclude or modify 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 State and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter 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.
- 7.3** Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and are not responsible for and exclude 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: (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 correspondence that is late, lost, altered, damaged or misdirected (whether received by the Promoter or not) due to any reason beyond the reasonable control of the Promoter; (d) any variation in the prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by an entrant or winner; or (f) use of a prize.

- 7.4** In order to conduct this Promotion, the Promoter needs to collect personal information about each entrant and may for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and regulatory authorities. Participation in the Promotion is conditional on providing this information.
- 7.5** All vouchers are valid until the expiry date stated on the voucher or by the provider of the voucher.
- 7.6** The collection and disclosure of personal information provided in connection with this promotion will be handled in accordance with the Promoter's Privacy statement which adheres to the Privacy Act 1988 (cth) and Australian Privacy Principles.