

## SMIGGLE COMPETITION CONDITIONS OF ENTRY

### Schedule to the Conditions of Entry

<b>1. Competition</b>	Create your own Smigglet
<b>2. Promoter</b>	Smiggle
<b>3. Promoter's Website</b>	<a href="http://www.smiggle.com">www.smiggle.com</a>
<b>4. Entry Restrictions (clause 4)</b>	Entry to the Competition is open to residents of Australia, New Zealand, Singapore, Hong Kong and Malaysia who submit a valid entry in accordance with these Conditions of Entry
<b>5. Competition Period (clause 5)</b>	Commences: 9am Melbourne Time Tuesday 12 <sup>th</sup> June 2019 Ends: 5pm Melbourne Time Tuesday 16 <sup>th</sup> July 2019
<b>6. Entry Method (clause 5)</b>	To enter, entrants must: <ol style="list-style-type: none"> <li>1. complete a 'design your own Smigglet' competition form in store or online; and</li> <li>2. post their entry into the competition mailbox in store or email their entry to <a href="mailto:marketing@smiggle.com.au">marketing@smiggle.com.au</a></li> </ol>
<b>7. Maximum Number of Entries (clause 5)</b>	Not Applicable. Entrants may enter as many times as they like however each entry must have a different design to be eligible.
<b>8. Judging Details (clause 5)</b>	A panel established by the Promoter will review all entries and select the winning entries. Entries will be judged by the Promoter on 31 <sup>st</sup> July 2019 at approximately 4:30pm Melbourne Time at 457 St Kilda Road, Melbourne.  This is a game of skill: chance plays no part in determining prize winners. Entries will be individually judged on their creative merit, originality and the suitability to the Competition. See also Conditions of Entry.
<b>9. Prize (clause 6)</b>	The maximum number of prize winners across Australia, New Zealand, Singapore, Hong Kong and Malaysia is two hundred and eight (208) There will be: <ol style="list-style-type: none"> <li>1. one hundred &amp; thirty five (135) prize winners resident in Australia;</li> <li>2. twenty two (22) prize winners resident in New Zealand;</li> <li>3. twenty (20) prize winners resident in Singapore;</li> <li>4. thirteen (13) prize winners resident in Hong Kong; and</li> <li>5. eighteen (18) prize winners resident in Malaysia.</li> </ol> <p>Every Smiggle store in Australia, New Zealand, Singapore, Hong Kong and Malaysia will award one (1) prize winner with a prize pack! The prize pack includes one (1) Smiggle board game.</p> <p>Each winner will receive a Smiggle prize pack to the value of AUD29.95, NZD29.99, SGD29.95, HKD179 and RM89.90 depending on the place of residence of each winner.</p> <p>The total prize pool is valued at AUD4,043.25, NZD659.78, SGD599, HKD2,327 and RM1,618.20 depending on the place of residence of each winner.</p>
<b>10. Winner(s) Notification (clause 5)</b>	Each winner will be contacted by the Promoter by email on 9th August 2019 before 5.00pm Melbourne Time.
<b>11. Permit Number (if applicable)</b>	Not Applicable

## CONDITIONS OF ENTRY

### 1. Definitions

- a. **Competition** means this competition as set out in Item 1 of the Schedule;
- b. **Competition Period** means the competition period as set out in Item 5 of the Schedule;
- c. **Conditions of Entry** means these Conditions of Entry and any schedule, attachment or annexure to it and any instructions in relation to the competition on the Promoter's Website or social media accounts;
- d. **Entry Method** means the entry method as set out in Item 6 of the Schedule;
- e. **Entry Restrictions** means the entry restrictions as set out in Item 4 of the Schedule;
- f. **Judging Details** means the judging details as set out in Item 8 of the Schedule;
- g. **Maximum Number of Entries** means the maximum number of entries as set out in Item 7 of the Schedule;
- h. **Promoter** means the promoter as set out in Item 2 of the Schedule;
- i. **Promoter's Website** means the Promoter's website as set out in Item 3 of the Schedule;
- j. **Schedule** means the Schedule attached to these Conditions of Entry;
- k. **Smiggle** means Smiggle Pty Limited ABN 53 100 379 226 of 457 St Kilda Road, Melbourne, Victoria, 3004;
- l. **Social Media** means Instagram, Facebook and/or Snapchat; and
- m. **Winner(s) Notification** means the winner(s) notification as set out in Item 10 of the Schedule.

### 2. General

- 2.1. Any capitalised terms used in these Conditions of Entry have the meaning given to them in clause 1, unless otherwise stated.
- 2.2. In the event of any inconsistency between these Conditions of Entry and the Schedule, the Schedule will take precedence.

### 3. Acceptance

- 3.1. Information on how to enter the Competition forms part of these Conditions of Entry.
- 3.2. Entry into the Competition is deemed to be an acceptance of the Conditions of Entry.
- 3.3. The Promoter may in its absolute discretion refuse to award any Prize to any entrant who fails to comply with these Conditions of Entry.

### 4. Entry restrictions

- 4.1. Eligibility to enter the Competition is subject to the Entry Restrictions.
- 4.2. Employees and their immediate families of the Just Group Ltd and its related companies, and associated agencies, suppliers or companies associated with this Competition are ineligible to enter.
- 4.3. Entrants aged between 13 and 17 years must obtain consent from their parent or guardian before entering this Competition.
- 4.4. Entrants must be over the age of 13 years if this Competition involves the use of Social Media.
- 4.5. If this Competition involves Instagram, participation in this Competition assumes the acceptance of and compliance with the Instagram Terms of Use (see [www.instagram.com](http://www.instagram.com)) and go to 'Terms' at the bottom of the page.
- 4.6. If this Competition involves Facebook, participation in this Competition assumes the acceptance of and compliance with Facebook Terms of Service (see [www.facebook.com](http://www.facebook.com)) and go to 'Terms' at the bottom of the page).

- 4.7. If this Competition involves Snapchat, participation in this Competition assumes the acceptance of and compliance with the Snapchat Terms of Service (see [www.snap.com](http://www.snap.com) and go to 'Terms of Service' at the bottom of the page).

### 5. Competition details

- 5.1. The Competition will be conducted during the Competition Period. Any entries received by the Promoter before the commencement or after the expiry of the Competition Period are invalid. The Promoter takes no responsibility for any entries that are late, lost, delayed or misdirected. Indecipherable or incomplete entries will be deemed invalid.
- 5.2. To enter the Competition, entrants must enter the Competition in accordance with the Entry Method during the Competition Period.
- 5.3. Entrants can submit the Maximum Number of Entries for this Competition.
- 5.4. If applicable, the Competition draw will take place by the Promoter at 457 St Kilda Road, Melbourne, Victoria, 3004 on the date and time and method specified in the Judging Details.
- 5.5. The Promoter will notify the winner(s) in accordance with the Winner(s) Notification details.
- 5.6. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
- 5.7. In addition to other requirements in these Conditions of Entry, entries must:
  - i. not contain anything unlawful, misleading, discriminatory or defamatory;
  - ii. not contain nudity, or otherwise inappropriate or indecent content; and
  - iii. not bully, intimidate, harass or humiliate.
- 5.8. The Promoter reserves the right to verify the validity of entries and to disqualify any entrant who interferes with or fails to comply with the correct Entry Method, or who submits an entry that is not in accordance with these Conditions of Entry.
- 5.9. The Promoter reserves the right to remove from any of the Promoter's Websites, in store materials or social media accounts, any entry which in the sole opinion of the Promoter includes content unsuitable for publication.
- 5.10. The Promoter reserves the right (subject to reference to all relevant state and territory regulations) to cancel, terminate, modify or suspend this Competition at any time.

### 6. Prize

- 6.1. The Prize will be awarded as specified in the Schedule.
- 6.2. Prizes do not cover any ancillary costs associated with redeeming the offer. The prize winner(s) is advised that tax implications may arise from their Prize and they should seek independent finance advice prior to acceptance of their Prize. All taxes (excluding GST) which may be payable as a consequence of receiving this Prize is the sole responsibility of the winner(s).
- 6.3. If the winner(s) is under the age of 18 years, the Prize will be awarded to that person's parent or guardian on behalf of the winner(s).
- 6.4. The Promoter's decision in relation to any aspect of the Competition is final and binding on every person who enters and no correspondence will be entered into.
- 6.5. The Prize must be taken as offered and cannot be varied or taken as cash. The Promoter accepts no responsibility for any variation in the value of the Prize. The Prize, or any unused portion of the Prize, is not transferable or exchangeable and cannot be taken as cash. If the prize is a gift card, the Promoter is not liable for any gift card that has been lost, stolen, forged, damaged or tampered with in any way. Redemption of gift cards is subject to terms and conditions stipulated on the reverse of the gift card.

6.6. Subject to any written directions issued by any regulatory authority, any Prize that remains unclaimed three (3) months after the closing date of the Competition will be distributed by way of an unclaimed prize draw at the same place as the original draw. This draw will be made up of all entrants who have entered the Competition.

## **7. Liability**

7.1. 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 the loss of opportunity) whether direct, indirect, special or consequential, arising in any way out of the Competition.

7.2. The Promoter assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of entries or any loss or damage arising from participation in the Competition. To the maximum extent permitted by law, entrants release the Promoter and its agencies associated with the Competition from any and all claim that may arise in connection with the Competition.

## **8. Intellectual Property**

8.1. Entrants warrant and represent that they own all rights (including without limitation copyright) in entries and that entries do not infringe any third party rights. By submitting their entry, entrants grant to the Promoter a perpetual, royalty-free, non-exclusive licence to publish their photographs on the Promoter's website and social networking sites, in store and in any other promotional material whatsoever throughout the world. Entrants acknowledge that the Promoter in its sole discretion may modify or adapt entries for promotional use online and in store, and may or may not attribute the entries to the entrants.

8.2. All entries become the property of the Promoter. The collection, use and disclosure of personal information provided in connection with the Competition is governed by the Promoter's Privacy Policy (see the Promoter's website for details).

8.3. At the request of the Promoter, the winner(s) agrees (without charge) to participate in any promotional activities planned by the Promoter and consent to their name (including social media names and images being used in the Promoter's marketing materials (including on the Promoter's social media platforms).

## **9. General**

9.1. The Competition is in no way sponsored, endorsed or administered by, or associated with Instagram, Facebook or Snapchat (as applicable). Entrants understand that they are providing their information to the Promoter and not to Instagram, Facebook or Snapchat (if applicable). The information an entrant provides will only be used for the purposes outlined in these Conditions of Entry. Any questions, comments or complaints about this Competition must be directed to the Promoter and not to Instagram, Facebook or Snapchat. Instagram, Facebook and/or Snapchat will not be liable for any loss or damage or personal injury which is suffered or sustained by an entrant, as a result of participating in the Competition (including taking/use of the Prize), except for liability which cannot be excluded by law.

9.2. By participating in this Competition, entrants and (if entrants are aged under 18 years), their guardians consent to the use of their personal information as set out in this clause. The Promoter may collect and use personal information submitted with each entry for the purpose of running the Competition, contacting winners and sending prizes. By entering this Competition, entrants agree that: (1) the Promoter may disclose personal information to its contractors and agents for the purpose of assisting in the

conduct of this Competition; and (2) the Promoter may retain and use personal information for future marketing purposes in relation to its products, services and offers. Personal information may be provided to third party organisations that assist in running the Competition. If entrants do not provide the required personal information, they will not be eligible to participate in this Competition. The Smiggle Privacy Policy is available at the Promoter's Website.

9.3. These Conditions of Entry are governed by and construed in accordance with, Victoria law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of Victoria, Australia.