

## **Terms and Conditions – Donna Hay / Haigh's Competition**

### **General**

1. The Promoter is donna hay Pty Ltd (ABN 92059520151) of level 5, 83-97 Kippax Street Surry Hills NSW 2010 Australia. Telephone number (02) 9282 6500.
2. Information on how to enter and prizes forms part of the terms of entry. Entry into the competition is deemed acceptance of these terms and conditions.
3. To the extent of any inconsistency between these Terms and Conditions and any other reference to this competition, these Terms and Conditions prevail.

### **Who can enter**

4. Entry is open to all residents of Australia over the age of 18 except employees and immediate families of the Promoter or A.E Haigh Pty Ltd and their associated companies and agencies and participating outlets. Immediate family means any of the following: spouse, ex-spouse, defacto 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.
5. Entrants into this competition must be 18 years of age or older as at the date of entry.
6. The Promoter reserves the right to request winners to provide proof of identity, proof of residency at the nominated prize delivery address and/or proof of purchase in order to claim a prize. Proof of identification, residency and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.

### **When to enter**

7. The competition commences on Wednesday May 23, 2018 at 9:00am AEST and concludes on June 15, 2018 at 9:00am AEST or earlier if all dh100 golden tickets are found. Entrant details must be received by the Promoter within 7 days of the competition close date and time.
8. The time of entry will in each case be the time the email is received by the donna hay team, not at the time of transmission by the entrant.
9. The Promoter accepts no responsibility for any late, lost or misdirected entries including SMS messages not received by the Promoter or delays in the delivery of the SMS message due to technical disruptions, network congestion or for any other reason. SMS entries via the internet or computer generation and not attributable to a valid mobile phone account is invalid and will not be accepted.

### **How to enter**

10. Entrants may enter the competition by purchasing a specially marked dh100 Haigh's Milk Chocolate Tablet from one of the 17 Haigh's stores within Australia. If the specially marked Haigh's Milk Chocolate Tablet contains a winning golden ticket entrants should email: [enquiries@dannahay.com.au](mailto:enquiries@dannahay.com.au) to register their details including (but not limited to) full name, address, post code, telephone number, e-mail address and the enclosed unique code to complete their entry. The cost of accessing the promotional website will be dependent on the entrant's individual Internet Service Provider
11. Entrants are required to take full responsibility for the content of their entry and for ensuring that their entry complies with these terms and conditions. For the purposes of these content requirements, "entry content" includes any content (including text, photos, videos and email messages) that entrants submit, upload, transmit, publish, communicate or use in connection with their entry into the Promotion. Entries must be the entrant's original work. The Promoter reserves the right to verify, or to require the entrant to verify,

that the entry is the entrant's original work. If an entry cannot be verified to the Promoter's satisfaction, the entry will be deemed invalid. The Promoter may, in its absolute discretion, edit, modify, delete, remove or take-down any part of an entrant's entry.

12. The Promoter reserves the right to disqualify a winner if Promoter becomes aware that the winner and/or the winner's entry is of a type described in this clause.
13. Any entry that is made on behalf of an entrant by a third party will be invalid, unless the entrant requires the assistance of a third party to enter due to a disability.
14. The Promoter reserves the right to disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these terms and conditions or who has, in the opinion of Promoter, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter. This includes, but not limited, to entrants and households using multiple email addresses, postal addresses, PO Box addresses or SIM cards to register single or multiple purchases.

#### **Number of Entries permitted**

15. Only one entry per person.

#### **Draw and Notification of winner**

16. The winners will be the first eight people to find a donna hay 100 golden ticket inside their specially marked dh100 Haigh's Milk Chocolate Tablet – each golden ticket will contain a unique code which must be submitted via email to: [enquiries@dannahay.com.au](mailto:enquiries@dannahay.com.au). The eight winners will be made up of valid entries submitted in accordance with these terms and conditions that is determined by donna hay Pty Ltd by at 10:00am on Monday 25<sup>th</sup> June, 2018 at level 5, 83-97 Kippax Street Surry Hills NSW 2010 Australia.
17. If any particular draw is scheduled on a public holiday, the draw will be conducted on the following business day.
18. The Promoter's decision is final and the Promoter will not enter into correspondence regarding the competition result or any other decisions the Promoter makes in connection with the Promotion.
19. The winner/s will be notified by telephone or email within two days of the draw. Winner/s of prizes will be published on [dannahay.com](http://dannahay.com) by Tuesday 26<sup>th</sup> June, 2018.
20. Prizes will be awarded to person named in the entry. However, in a dispute, will be awarded to the account holder of the entry mechanism used to submit their entry (i.e. mobile phone account holder or land line account holder).
21. Should an entrant's contact details change during the promotional period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.
22. If this Promotion involves instant win tickets such as scratchies, winners must present their winning ticket and the unique code within, to be eligible to claim a prize. The Promoter is not responsible for late, lost, destroyed, altered, damaged or defaced tickets. Bona fide tickets may incorporate security and/or verification measures. A ticket is void if stolen, forged or tampered with in any way or if it fails any security or verification checks. Printing errors and other quality control errors will not be used as the sole basis for refusing prize claims. If the advertised instant win prize pool is exceeded, all valid claims for prizes will be met.

#### **Prize on offer**

23. Individual prize value is up to \$600 (including GST). Total prize pool value is up to \$5000 (including GST) as at Monday 23 April, 2018. Eight winners will each receive 2 x: return flights from their nearest capital city to Sydney – to the value of \$250 per person; lunch at the donna hay studio [no commercial value]; gift bag containing donna hay merchandise

to the value of RRP\$50 per bag.

24. Unless otherwise expressly stated, prize values are based upon the recommended retail prices at the time of first publication of these Terms and Conditions (inclusive of GST). The Promoter accepts no responsibility for change in prize value between now and the ultimate prize redemption date.
25. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.
26. Prizes cannot be transferred, exchanged or redeemed for cash.
27. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements. It is the responsibility of the winner to confirm such conditions with the prize supplier or other relevant third parties.
28. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.
29. All entrants agree that if they win the prize, they will not, and their companions will not, sell or otherwise provide their story and/or photographs to any media or other organisation, including the internet. Photographs will be allowed only at the discretion of the Promoter.
30. Prize must be taken on Saturday July 7, 2018. In the event a winner does not take the prize by the time stipulated, then the entire prize will be forfeited by the winner and cash will not be awarded in lieu of the prize.
31. The flight portion of the prize/s is not available to the winner if the winner resides in the same state as the state in which the event that forms part of the prize takes place.
32. Event tickets are only valid for the date or period specified on the tickets or by the provider, and are subject to any terms and conditions imposed by the provider. Once awarded, the Promoter is not liable for any ticket that has been lost, stolen, forged, damaged or tampered with in any way.
33. The winners acknowledge and accept that activities that form part of the prize are inherently dangerous and may result in death, injury, incapacity, damage to property or other losses. The Promoter is not responsible for any acts of god, such as adverse weather conditions or industrial action or civil commotion that may take place. The winner must make his or her own enquiries about local issues and conditions at destinations prior to travel.
34. The winners (and their companions) are responsible for all other expenses including spending money, meals (unless specified), drinks, transfers (unless specified), laundry charges, activities (unless specified), incidentals, taxes (excluding departure and any other flight associated taxes included within the prize), energy surcharges, gratuities, services charges, passports, visas, travel insurance and all other ancillary costs. Travel insurance is highly recommended to protect against the additional costs incurred in the event of unforeseen circumstances. The winner is responsible for ensuring that they and their travelling companion(s) are fit to travel and have received appropriate immunisations and/or health checks prior to taking the prize.
35. Travel must be taken at the time specified by the promoter and must coincide with the dates of the dh100 lunch at donna hay studio in Sydney. Travel must be taken on Saturday July 7, 2018 at the time specified by the Promoter and must coincide with the dates of dh100 lunch at donna hay studio. If a winner and travelling companion are, for whatever reason, unable to travel on a nominated date, or do not take an element of the prize within the time stipulated by the Promoter then that element of the prize will be forfeited by the winner. Cash will not be awarded in lieu of the prize or element thereof.
36. The prize is for the specified dates of the event only. If the winner (for whatever reason) is unable to travel or does not take an element of the prize within the time stipulated by the Promoter then the prize will be forfeited and cash will not be awarded in lieu of the major prize. The Promoter makes no representations or warranties about the attendance at the

event of any individuals or groups involved in the marketing of the event.

37. The Promoter does not guarantee that the celebrities, actors and/or production staff associated with the prize will be present during the visit, or that the winner will meet any of them. Travel must be taken to coincide with the timing of the prize, on a date to be determined by Promoter at its discretion. The winner agrees to abide by, and ensure his or her companion abides by any reasonable requests made by the Promoter. If the winner does not comply with such requests the winner may be removed from the venue.

### **Further Terms and Conditions**

38. Subject to complying with all relevant State and Territory legislation, the Promoter reserves the right to amend, cancel or suspend this competition if an event beyond the control of the Promoter corrupts or affect the administration security, fairness, integrity or proper conduct of the competition. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this competition.
39. The Promoter, donna hay Pty Ltd and their associated agencies and companies assume 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, and reserves the right to take any action that may be available.
40. If for any reason this competition is not capable of running as planned, including (without limitation) due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, the Promoter reserves the right in its sole discretion take any action that may be available, and (without limitation) to cancel, terminate, modify or suspend the competition, subject to any direction given under State Regulation.
41. Entrants are responsible for any cost associated with accessing the promotional website . Access to that site is dependent on the Internet service provider.
42. Printing and other quality-control errors will not invalidate an otherwise valid prize claim. All prize claims in excess of the advertised prize pool will be honoured unless due to fraud or ineligibility under these terms and conditions. Instant-win game materials are void if stolen, forged, mutilated or tampered with in any way.
43. There will be a total of 8 instant win golden tickets printed for this promotion. The maximum amount of game cards to be printed is up to 8.
44. Any entrant found to be using any form of software or third party application to enter multiple times (including scripting software) will have all entries invalidated and any claim to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any awarded prize to the Promoter. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.
45. An entrant may not use a third party (including online competition entry site) to enter on their behalf, except where the entrant needs to use those services of that third party to enter due to a disability. If the preceding sentence has been breached, the entrant will have all entries invalidated, any claim to any prize will be invalidated and where such an entrant has already been awarded a prize before being found to have breached this clause, the entrant must immediately return any awarded prize to the Promoter. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.
46. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State and Territory legislation. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and prize supplier's requirements. Each prize must be taken

as stated and no compensation will be payable if a winner is unable to use the prize as stated.

47. The Promoter will make reasonable efforts to deliver prizes to the addresses provided by competition entrants. If a prize is returned to the Promoter because it could not be delivered to the address provided, the Promoter cannot guarantee that it will be able to resend the prize to the prize winner. The Promoter and its associated agencies and companies will not be liable for any damage to or delay in transit of prizes.
48. The Promoter reserves the right to redraw the prize if an entrant who claims to be a prize winner is unable to satisfy these terms and conditions.

**Copyright, Statutory guarantees, Waiver and liability**

49. In consideration for the Promoter awarding the prize to the winner, the winner hereby permits the winner's submission, image and/or voice, as recorded, photographed or filmed during the winner's participation in the prize to appear in connection with the Promoter for the advertising or marketing thereof, in any media whatsoever throughout the world and the winner will not be entitled to any fee for such use.
50. The Promoter acknowledges that the entrant may own intellectual property rights (including copyright) in any material created or otherwise submitted to the Promoter in connection with the entrant's entry or participation in any aspect of the promotion (**Works**). The entrant does not transfer their intellectual property rights to the Promoter by submitting an entry. The entrant hereby grants the Promoter a non-exclusive, irrevocable, perpetual, worldwide licence to use the Works (including modifying, adapting or publishing the Works, whether in original or modified form, in whole or in part or not at all, to use, modify, delete from, add to, publicly display and reproduce, the photo(s), including without limitation, in any online media formats and through any social media channels, pages or accounts) for the sole purpose of running the promotion, promoting and celebrating the promotion and future promotions and agrees that the Promoter may assign and/or sublicense the Works to third parties for this same purpose. Should the Promoter wish to use an entrant's Works for any other purposes, it will contact the entrant to discuss licensing opportunities.
51. The entrant acknowledges and agrees that neither the entrant nor any third party shall be entitled to any fee, royalty or other consideration in respect of such licence. If the entrant holds, now, or at any time in the future, any so called "droit moral" or moral rights in connection with the Works, the entrant unconditionally and irrevocably consents, for the benefit of the Promoter and all of its assignees, licensees and sub licensees to minor alterations to the Works which may be required for print or display purposes such as resizing and minor colour correction notwithstanding that such conduct may amount to derogatory treatment of the Works for the purposes of the *Copyright Act 1968* (Cth) (**Copyright Act**). All Entrants consent to attribution by either full name or social media handle in satisfaction of their right to attribution under the Copyright Act.
52. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the competition and recommence it from the start on the same conditions, subject to any directions given under State Regulation.
53. The Promoter does not exclude any rights and remedies in respect of goods or services under the Australian Consumer Law in the Competition and Consumer Act (2010) (Australian Consumer Law) which cannot be excluded, restricted or modified. However, the remainder of this clause will apply to the fullest extent permitted by law and the Promoter shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prize/s except for any liability which cannot be excluded by law. The Promoter is not responsible for any incorrect or inaccurate information, either caused by entrant or for any of the equipment or programming associated with or utilised in this competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition

including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.

54. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
55. All entries become the property of the Promoter (with the exception of any intellectual property rights comprised therein). The Promoter collects personal information about you for the purposes of conducting this promotion. Any disclosure of such information will be made as required by law and in accordance with these terms and conditions but no further use of this information will be made without prior consent.
56. All entries become the property of The Promoter (with the exception of any intellectual property rights comprised therein). All opt-in entries will be entered into a database and The Promoter may use the entrant's names, addresses and telephone numbers for future promotional, marketing and publicity purposes in any media worldwide without notice and without any fee being paid unless otherwise advised by the entrant. By opting-in, entrants confirm that they allow their details to be used for this purpose. If entrants no longer consent to their details being used for future marketing purposes, the entrant should contact The Promoter on their details set out below. Any request to update, modify or delete the entrant's details should be directed to The Promoter.
57. The Promoter collects information about you, including for example your name and contact details which you provide when registering or using our services as well as information from data houses, social media services, our affiliates and other entities you deal or interact with for example by using their services. We collect and use that information to provide you with our goods and services, to promote and improve our goods and services, to provide you with targeted advertising based on your online activities, for the purposes described in our Privacy Policy and for any other purposes that we describe at the time of collection. We may disclose your information to our related companies, including those located outside Australia. Any of us may contact you for those purposes (including by email and SMS) at any time. We may also disclose your information to our service and content providers, including those located outside Australia. If you do not provide us with requested information we may not be able to provide you with the goods and services you require. We may disclose your personal information to authorities if you are a prize winner or otherwise as required by law. Further information about how we handle personal information, how you can complain about a breach of the Australian Privacy Principles, how we will deal with a complaint of that nature, how you can access or seek correction of your personal information and our contact details can be found in our Privacy Policy <https://www.donnahay.com.au/privacy-policy>.

**Authorised under**

58. **Permit No. LTPS/18/23796**