

## COMPETITION TERMS & CONDITIONS

### GAME OF CHANCE

This competition is subject to and includes the standard terms and conditions and any attachments that are incorporated and made a part of this document.

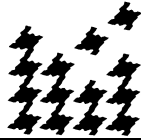
Information on how to enter and the prizes form part of these conditions. By participating, entrants agree to be bound by these conditions. Entries must comply with these conditions to be valid.

#### Competition Details

Item 1	Competition Name	Lunar New Year Spin & Win
Item 2	Competition Forum	David Jones Flagship Stores In-store at David Jones - Bourke Street (310 Bourke Street, Melbourne Victoria 3000) & Elizabeth Street (86-108 Castlereagh Street, Sydney NSW 2000)
Item 3	Competition Period	The competition commences on Sunday 2 February, 2024 at 12.00PM AEST concluding on Sunday 2 February, 2024 at 6.00PM AEST or until stocks last, No entries will be accepted outside of the Competition Period.
Item 4	Promoter	David Jones Pty Limited ABN 75 000 074 573 of Level 21-22, Two Melbourne Quarter, 697 Collins Street, Docklands VIC 3008 (" <b>Promoter</b> ")  The promoter can be contacted at:  Email: <a href="mailto:contactus@davidjones.com.au">contactus@davidjones.com.au</a>  Phone: 133 357
Item 5	Eligible Entrants	<ul style="list-style-type: none"><li>Australian residents aged 18 years and over.</li><li>Entrants under 18 years of age must have prior consent of their parent or guardian or their entry will be invalid.</li></ul> ("Entrant")
Item 6	Ineligible Entrants	<ul style="list-style-type: none"><li>Directors, management, officers, employees and contractors of the Promoter and associated agencies, retailers, suppliers and companies, and their immediate families.</li><li>For the purposes of this clause, "immediate families" includes his or her spouse, ex-spouse, de facto spouse, child, step child, adopted child, parent, step-parent, grandparent, uncle, aunt, siblings, step-siblings, or first cousin, whether or not they live in the same household as the director, manager, officer, employee or contractor.</li></ul>
Item 7	How to Enter	<ul style="list-style-type: none"><li>To enter, each Entrant must, during the Competition Period (each an "<b>Entry</b>"): <ul style="list-style-type: none"><li>Spend \$350.00AUD or more on at David Jones Flagship Stores (Bourke Street &amp; Elizabeth Street), which can be achieved in multiple transactions on Sunday 2 February only ("<b>Qualifying Purchase</b>");</li><li>Present original purchase receipt(s) of the Qualifying Purchase to the Spin &amp; Win team member as validation to play;</li><li>Spin the wheel to see if they are a Winner.</li></ul></li></ul>
Item 8	Limits of Entry	<ul style="list-style-type: none"><li>Only one Entry is permitted per Entrant.</li><li>If the Entrant lands on 'Spin Again' on their first spin, they will have the opportunity to spin again.</li></ul>

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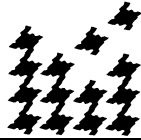
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		<ul style="list-style-type: none"> <li>The Spin &amp; Win team member will mark receipt(s) of each Qualifying Purchase post play as no longer valid for entry.</li> <li>Once submitted, no changes to or withdrawal of an Entry will be permitted.</li> <li>Any Entry that is made on behalf of an Entrant by a third party, or otherwise by proxy, will be invalid.</li> <li>An Entry must not be late, incomplete or incomprehensible or contain any content that infringes the rights (including intellectual property rights) of any person or is unlawful, obscene, offensive, defamatory, discriminatory, libellous, pornographic, or otherwise objectionable or inappropriate, or capable of violating any law or giving rise to any civil liability.</li> <li>The time of entry will be deemed to be the time the entry is received by the Promoter and not the time of transmission by the Entrant.</li> <li>The Promoter accepts no responsibility for any late transactions due to technical disruptions, network congestion or for any other reason.</li> </ul>
<b>Item 9</b>	<b>How Winners are Determined</b>	<ul style="list-style-type: none"> <li>This Competition is a game of chance and skill plays no part in determining the Winner.</li> <li>The Promoter's decision in relation to any or all aspects of this Competition is at its complete discretion, final and binding on all persons who enter this Competition, and no correspondence will be entered into.</li> <li>Each Eligible Entrant will be instantly notified upon participating in the activation as to whether they have won a Prize when the game counter lands on spinning wheel prize wedge.</li> </ul>
<b>Item 10</b>	<b>Prize Draws</b>	N/A
<b>Item 11</b>	<b>Prize Details</b>	<ul style="list-style-type: none"> <li>Entrants who receive a Prize (each a <b>"Winner"</b>) will win one of the items below (each a <b>"Prize"</b>)</li> <li>There are 1456 prizes in total. Each prize is outlined as below: <i>Elizabeth Street</i> <ol style="list-style-type: none"> <li>20 x Ultra-Violet Queen Screen 10ml (RRP \$10.40)</li> <li>4 x Aveda Botanica Repair Strengthening Serum 100ml (RRP \$79)</li> <li>9 x Aveda Showerpowder 56grms (RRP \$50)</li> <li>21 x MAC Thanks its MAC Lipstick 3grms (RRP \$44)</li> <li>20 x MAC Fix + Spray 100ml (RRP \$54)</li> <li>20 x Maison Balzac Cordelette (Bleuet or Taupe) Pillar Candle (RRP \$29)</li> <li>15 x Clarins Extra-Firming Night Cream - All Skin 15ml (RRP \$45)</li> <li>8 x Jo Malone Fragrance - Wood Sage &amp; Seat Salt 100ml (RRP \$256)</li> <li>1 x LNY25 Penhaligons Chinese New Year Luna Set (RRP \$195)</li> <li>2 x Rod &amp; Gunn ZC0261 Gunn Lunar Cap RED GOLD (RRP \$49.00)</li> <li>4 x 2025 Lunar New Year Limited Edition the Quencher H2.0 FlowState™ Tumbler   30 oz Lunar Red (RRP \$75)</li> <li>1x Lacoste CNY Classic Fit Big Croc T-Shirt (RRP \$150)</li> <li>1 x Lacoste CNY Reg Fit Pique Polo Black (RRP \$200)</li> <li>1 x Elka Collective Alma Clutch (RRP \$229)</li> </ol> </li> </ul>

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- o. 25 x Simone Pérèle Red Lingerie Pouches (RRP \$39.95)
- p. 10 x Bobby Brown Vitamin Enriched Face Base 15ml (RRP \$25.20)
- q. 25 x \$50 David Jones Gift Card (RRP \$50)
- r. 18 x \$10 David Jones Gift Card (RRP \$10)
- s. 34 x \$5 David Jones Gift Card (RRP \$5)

Value: \$9,997.75 AUD

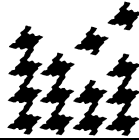
*Bourke Street*

- a. 1 x Flo Dancewear Pink Satin Toiletries Bags (RRP \$29.95)
- b. 50 x Slip sleep masks (RRP \$55)
- c. 10 x Trenergy Scented Closet Tags (RRP \$5)
- d. 50 x In the Round House Tomato Small Tray (RRP \$25)
- e. 50 x In the Round House Dipping Bowl Set (RRP \$50)
- f. 30 x Jurlique Activating Water Essence 75ml (RRP \$55)
- g. 30 x Jurlique Rosewater Balancing Mist 50ml (RRP \$40)
- h. 96 x Lancome Absolute Gift Pack (\$255)
- i. 23 x Clarins Extra-Firming Night Cream - All Skin 15ml (RRP \$45)
- j. 1 x LNY25 Penhaligions Chinese New Year Luna Set (RRP \$195)
- k. 2 x Rod & Gunn ZC0261 Gunn Lunar Cap RED GOLD (RRP \$49)
- l. 4 x 2025 Lunar New Year Limited Edition the Quencher H2.0 FlowState™ Tumbler | 30 oz Lunar Red (RRP \$75)
- m. 1x Lacoste CNY Crew Neck Sweatshirt Red (RRP \$280)
- n. 1x Lacoste CNY Loose Fit Hoodie Black (RRP \$300)
- o. 1 x Elka Collective Alma Clutch (RRP \$229)
- p. 25 x Simone Pérèle Red Lingerie Pouches (RRP \$39.95)
- q. 10 x Bobby Brown Vitamin Enriched Face Base 15ml (RRP \$25.20)
- r. 1 x \$500 David Jones Gift Card (RRP \$500)
- s. 50 x \$50 David Jones Gift Card (RRP \$50)
- t. 35 x \$10 David Jones Gift Card (RRP \$10)
- u. 68 x \$5 David Jones Gift Card (RRP \$5)
- v. 250 x Lancome Sample Packs (RRP \$145.70)
- w. 85 x Lancome La Vie Est Belle 4ml sample (RRP \$18.80)
- x. 85 x Lancome Genifique Eye Cream 3ml sample (RRP \$24.60)
- y. 85 x Lancome Idole EDP 5ml sample (RRP \$13.45)
- z. 85 x Lancome Renergie Triple Serum 3ml sample (RRP \$19.95)
- aa. 85 x Lancome Genifique Ultimate 5ml sample (RRP \$21.50)

Value: \$85,730.70 AUD

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		<ul style="list-style-type: none"> <li>The total prize pool is \$95,728.45 AUD</li> <li>The Promoter reserves the right to substitute any component of the prize if such component becomes unavailable for any reason.</li> </ul>
<b>L</b>	<b>Notification of Winners</b>	<ul style="list-style-type: none"> <li>Each Winner will be notified of their Prize when they participate in the activation at the time of Entry.</li> </ul>
<b>Item 13</b>	<b>Second Chance Draw / Unclaimed Prizes</b>	N/A
<b>Item 14</b>	<b>Permit Numbers</b>	N/A
<b>Item 15</b>	<b>Special Conditions</b>	N/A
<b>Dated</b>		30.01.2025

## TERMS AND CONDITIONS

### 1 Prize Limitations

- 1.1 The Prize is not transferable and is not redeemable for cash. The Prize must be taken as stated and no compensation will be paid if a Winner is unable to use the Prize. In the event that the Prize becomes unavailable for reasons beyond the Promoter's control, the Promoter may substitute a Prize, or element of it, of equal or greater value.
- 1.2 The Winners must be ready, willing and able to receive and/or participate in the Prize as required by these terms and conditions.
- 1.3 If the Prize is a Gift Card, the Gift Card will only be valid and able to be redeemed within 3 years from the date of the Prize being issued, as specified on the gift card/voucher and may only be redeemed in accordance with the Promoter's standard terms and conditions relating to gift cards/vouchers, available at <https://www.davidjones.com/terms-and-conditions>. Once awarded, the Promoter is not liable for any gift card/voucher that has been lost, stolen, forged, damaged or tampered with in any way.

### 2 Intellectual Property

- 2.1 Upon Entry, all Entries and content contained in those entries become the property of the Promoter. Each Entrant assigns all proprietary rights (including any intellectual property rights) they have in their Entry to the Promoter.
- 2.2 The Promoter has the right to modify, adapt or alter the design and use the Entry (whether in original or modified form, in whole or in part) across any communication or marketing platform owned or used by the Promoter. The Promoter is entitled to use any of the submitted Entries for any purpose, including (but not limited to) any future promotion, marketing or publicity purposes.
- 2.3 By entering this Competition each Entrant warrants to the Promoter that their submitted Entry is an

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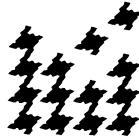
original work of the Entrant, has not been previously published or won any award and does not contain any material which would infringe the rights of any third party, including any copyright, trademark or other third party intellectual property rights. The Entrant agrees to indemnify the Promoter and keep the Promoter indemnified against all claims and costs incurred by third parties arising from a breach of the warranties set out in this clause. 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 disqualified.

### Privacy

The Promoter will collect Entrants' personal information in order to conduct the Competition and also in order to conduct advertisements, publications, media statements and other promotional material associated with the Competition. If the information requested is not provided, the Entrant may not participate in the Competition. The collection, use and disclosure of personal information provided in connection with this Competition is governed by the Promoter's privacy policy, available at <https://www.davidjones.com/information/privacy-and-security>. Entrants consent to the Promoter using the Entrant's name, likeness, image and/or voice in the event that they are a Winner (including photograph, film, file and/or recording of the same) in any media for an unlimited period of time without remuneration for the purpose of promoting this Competition (including any outcome), and promoting any goods or services provided by the Promoter. By entering the Competition, the Entrant consents to receipt of information (including via post, phone, email and SMS) regarding the Competition and other

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emails or communications which inform the Entrant of the Promoter's other publications, products, services and events and to promote third party goods and services the Entrant may be interested in. The Promoter may continue to provide the Entrant with this information for an indefinite period unless and until advised otherwise by the Entrant.

**4 Australian Consumer Law**

4.1 The Promoter shall not be liable for any loss, damage or injury suffered or sustained as a result of accepting and/or using a Prize in relation to the promotion, except for any liability which cannot be excluded by law.

4.2 Any prize supplied by a third party supplier is subject to the terms and conditions of that third party supplier. The Promoter is not responsible or liable for any loss, damage or injury suffered by any winner as a result of the conduct of any third party supplier or otherwise as a result of the winner accepting and/or using the prize, except for any liability which cannot be excluded by law. Nothing in these conditions restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the *Competition and Consumer Act 2010* (Cth).

4.3 If in the conduct of this Promotion, the Promoter is liable for a breach of any guarantee, warranty, condition or other term that applies under the *Competition and Consumer Act 2010* (Cth) or is implied by any other commonwealth, state or territory law that cannot be excluded, the Promoter's liability under that legislation is limited, to the extent permitted by law, to the cost of replacement of any benefit or prize won.

4.4 Without limiting the previous paragraph, the Promoter will not be liable for any damage, loss or delay in transit to the prize.

**5 Additional**

5.1 This Competition, or any aspect of it, may be changed or withdrawn by the Promoter at any time without prior notification.

5.2 Any attempt to deliberately damage the Promoter's promotional website or the information on the website, to cause malicious damage or interference with the normal functioning of the website, or to otherwise undermine the legitimate operation of this Competition may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to seek damages to the fullest extent permitted by law.

5.3 If the Promoter suffers loss or incurs any costs in connection with any breach of these conditions of Entry or any other legal obligation by an Entrant, the Entrant agrees to indemnify the Promoter for those losses, damages and costs.

5.4 Any provision in these terms and conditions which is invalid or unenforceable in any jurisdiction is to be

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read down for the purpose of that jurisdiction, if possible, so as to be valid and enforceable, and otherwise must be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of these Terms and Conditions or affecting the validity or enforceability of that provision in any other jurisdiction.

These Terms and Conditions are governed by, and are to be construed in accordance with, the laws enforceable in Victoria, Australia. Each party submits to the exclusive jurisdiction of the courts exercising jurisdiction in Victoria, Australia and any court hearing appeals from those courts.

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