

**David Jones 2022 Beauty Awards Instagram Competition - COMPETITION TERMS AND CONDITIONS**

**Entry Instructions**

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.

DETAILS	
1. Competition	David Jones 2022 Beauty Awards Instagram (“ <b>Competition</b> ”)
2. Competition Forum	<a href="https://www.instagram.com/davidjonesstore/">@davidjonesstore</a> Instagram
3. Competition Period	Thursday 30 June 2022 3pm AEST – Thursday 7 July 2022 6pm AEST
4. 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> <p>(“<b>Entrant</b>”)</p>
5. 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>
6. How to Enter	<ul style="list-style-type: none"> <li>• visit the David Jones Instagram Page (located at <a href="https://www.instagram.com/davidjonesstore/">https://www.instagram.com/davidjonesstore/</a>); and</li> <li>• in a comment on the promotional post, tag a friend (“<b>Entry</b>”).</li> <li>• Entrants must set their Instagram account to public.</li> <li>• Each Winner’s Winning Entry may be re-grammed on the Promoter’s Instagram account.</li> <li>• Entrants must not ‘unlike’ or ‘unfollow’ the David Jones Instagram Page for the duration of the Competition.</li> <li>• Any costs associated with entering this Competition are the responsibility of each Entrant.</li> </ul>
7. Limits of Entry	<ul style="list-style-type: none"> <li>• The Entrant may enter as many times as they like throughout the Competition Period provided that each entry is unique and original.</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> </ul>

	<ul style="list-style-type: none"> <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> </ul>
8. Judging Criteria	<ul style="list-style-type: none"> <li>This Competition is a game of chance and skill plays no part in determining the Winners.</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 into this Competition and no correspondence will be entered into.</li> </ul>
9. Prize Draw	A draw of all valid Entries received within the Competition Period will be drawn at the Promoter's head office at Building 2, 572 Swan Street, Burnley VIC, 3121 by 5pm AEST on Friday 8 July 2022.
10. Prize Details	<ul style="list-style-type: none"> <li>The 1 Entrant who submits the Winning Entries (each a "Winner") will win: <ul style="list-style-type: none"> <li>a. Estee Lauder Advanced Night Repair</li> <li>b. Lancome Lash Idole</li> <li>c. Clarins Lip Comfort Oil</li> <li>d. La Prairie Nighttime Oil</li> <li>e. La Mer The Eye Concentrate</li> <li>f. Penhaligons Duchess Rose</li> <li>g. Flavedo &amp; Albedo dew tint</li> <li>h. U Beauty Barrier- Bioactive Treatment-</li> </ul> </li> <li>The total value of the Prize is AUD\$2,203</li> </ul>
11. Notification of Winners	<ul style="list-style-type: none"> <li>The Winners will be notified via Instagram by 6pm AEST on Friday 8 July 2022 and will be directed to email the Promoter with the any details required to deliver the Prize.</li> <li>The Promoter will take no responsibility if a Winner's details are incorrect or incomplete and the Winner cannot be contacted.</li> </ul>
12. Second Chance Draw	<ul style="list-style-type: none"> <li>The Promoter reserves the right to appoint a new winner if a Winner cannot be contacted within 24 hours or if the Prize cannot be redeemed by a Winner.</li> <li>This new winner will be appointed by conducting a second judging of the Entries, such judging to take place in the same manner and at the same premises as the initial judging on a date to be determined by the Promoter.</li> </ul>
13. Permit Numbers	N/A
14. Promoter	<p>David Jones Pty Limited ABN 75 000 074 573 of Building 2, 572 Swan Street, Burnley VIC 3121</p> <p>("Promoter")</p> <p>The promoter can be contacted at:</p> <p>Email: <a href="mailto:contactus@davidjones.com.au">contactus@davidjones.com.au</a></p> <p>Phone: 133 357</p>

**ADDITIONAL TERMS**

<p>15. Prize Limitations</p>	<ul style="list-style-type: none"> <li>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.</li> <li>The Winners must be ready, willing and able to receive and/or participate in the Prize as required by these terms and conditions.</li> </ul> <p><b>Additional terms – Instagram</b></p> <ul style="list-style-type: none"> <li>Entry and continued participation in the Competition is dependent on Entrants following and acting in accordance with the [Facebook Statement of Rights and Responsibilities, which can be viewed at <a href="https://www.facebook.com/terms.php">https://www.facebook.com/terms.php</a> and Instagram’s Terms of Use, which can be viewed at <a href="https://help.instagram.com/478745558852511">https://help.instagram.com/478745558852511</a>].</li> <li>Entrants release Instagram and its associated companies from all liability arising in respect of the Competition.</li> </ul>
<p>16. Intellectual Property</p>	<ul style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>By entering this Competition each Entrant warrants to the Promoter that their submitted Entry is an 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.</li> <li>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.</li> <li>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.</li> </ul>
<p>17. Privacy</p>	<ul style="list-style-type: none"> <li>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 <a href="https://www.davidjones.com/information/privacy-and-security">https://www.davidjones.com/information/privacy-and-security</a></li> <li>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.</li> </ul>

	<ul style="list-style-type: none"> <li>• By entering the Competition, the Entrant consents to receipt of information (including via post, phone, email and SMS) regarding the Competition and other 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.</li> </ul>
<p>18. Australian Consumer Law</p>	<ul style="list-style-type: none"> <li>• 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.</li> <li>• 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 <i>Competition and Consumer Act 2010</i> (Cth).</li> <li>• 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 <i>Competition and Consumer Act 2010</i> (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.</li> <li>• Without limiting the previous paragraph, the Promoter will not be liable for any damage, loss or delay in transit to the prize.</li> </ul>
<p>19. Additional</p>	<ul style="list-style-type: none"> <li>• This Competition, or any aspect of it, may be changed or withdrawn by the Promoter at any time without prior notification.</li> <li>• 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.</li> <li>• 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.</li> <li>• Any provision in these terms and conditions which is invalid or unenforceable in any jurisdiction is to be 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.</li> <li>• 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.</li> </ul>

**Additional terms – Instagram**

- Entry and continued participation in the Competition is dependent on Entrants following and acting in accordance with the Instagram’s Terms of Use, which can be viewed at <https://help.instagram.com/478745558852511>].
- Entrants release Instagram and its associated companies from all liability arising in respect of the Competition and acknowledge that:
  - a. The Competition is in no way sponsored, endorsed or administered by, or associated with, Instagram;
  - b. Any information provided by the Entrant in connection with the Competition is provided to the Promoter and not Instagram; and
  - c. Any questions, comments or complaints regarding the Competition will be directed to the Promoter, not to Instagram.