

Monthly Swipe Sweepstakes - Competition Terms & 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 Rewards - Monthly Swipe Sweepstakes
2. Competition Forum	All David Jones stores Australia wide and at www.davidjones.com
3. Competition Period	<ul style="list-style-type: none">• The competition commences on Monday 15 July 2019 at 00.01 (AEST) and concludes on Tuesday 30 June 2020 at 23.59 (AEST).• The competition runs monthly for the above period. Refer to table under section 8 Prize Draws.
4. Eligible Entrants	<ul style="list-style-type: none">• Australian residents aged 18 years and over.• Entrants under 18 years of age must have prior consent of their parent or guardian or their entry will be invalid.• If a winner is under 18 years of age their prize may be awarded to their parent/guardian on the winner's behalf.• In order to be eligible to win a Prize, Entrants must be a Member of the David Jones Rewards program on the date on which the winners are drawn.
5. Ineligible Entrants	<ul style="list-style-type: none">• Directors, management, officers, employees and contractors of the Promoter and associated agencies, retailers, suppliers and companies, and their immediate families.• American Express employees.• 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.
6. How to Enter	<ul style="list-style-type: none">• To enter, each entrant must:<ol style="list-style-type: none">a. Scan their David Jones Rewards Membership Barcode during any David Jones in-store purchase during the Competition PeriodOR<ol style="list-style-type: none">b. For online purchases, ensure you login to your David Jones online account at www.davidjones.com during the Competition Period.• Any costs associated with entering this Competition are the responsibility of each Entrant.
7. Limits of Entry	<ul style="list-style-type: none">• Eligible Entrants will receive one (1) entry per Eligible Transaction.• There is no limit to the number of Eligible Transactions an Eligible Entrant can make during the Competition Period.• A Prize Draw will only be valid if the Winner made an Eligible Transaction in the same month. Transactions made in previous months will not qualify as an eligible entry for a Prize Draw in a subsequent month. The Promoter accepts no responsibility for any late transactions due to technical disruptions, network congestion or for any other reason.• Purchases made at Sephora will not constitute an entry to this Competition.

8. Prize Draws

- There will be twelve (12) Prize Draws that will take place at 11:00 AEST each month at Engage Australia Pty Limited, Level 8, 56 Clarence Street, Sydney 2000.
- Each draw will be for each month's Prize and the first valid entry drawn each month will receive the Prize.

Draws	Entries Open	Entries close	Draw date	Winner Publication Date
1	15/07/2019	31/07/2019	14/08/2019	21/08/2019
2	01/08/2019	31/08/2019	11/09/2019	18/09/2019
3	01/09/2019	30/09/2019	09/10/2019	16/10/2019
4	01/10/2019	31/10/2019	13/11/2019	20/11/2019
5	01/11/2019	30/11/2019	11/12/2019	18/12/2019
6	01/12/2019	31/12/2019	15/01/2020	22/01/2020
7	01/01/2020	31/01/2020	12/02/2020	19/02/2020
8	01/02/2020	29/02/2020	11/03/2020	18/03/2020
9	01/03/2020	31/03/2020	15/04/2020	22/04/2020
10	01/04/2020	30/04/2020	13/05/2020	20/05/2020
11	01/05/2020	31/05/2020	10/06/2020	17/06/2020
12	01/06/2020	30/06/2020	15/07/2020	22/07/2020

- If any particular draw is scheduled on a public holiday, the draw will be conducted on the following business day.

9. Prize Details

- There are twelve (12) prizes to be won.
- The maximum value of each prize is \$5,000 to be awarded as David Jones Gift Cards.
- Total prize pool is \$60,000 (GST inclusive).

10. Notification of Winners

- Winners will be notified within two (2) business days of the draw. The winners will be notified of their prize in writing via email.
- Winners will also have their details published in the Public Notices section of The Australian newspaper on the Winner Publication Date specified in the table under section 8. Prize Draws.
- It is the Entrants responsibility to ensure their email address is up to date in their David Jones online profile at www.davidjones.com
- When contacted, Winners will be required to supply their David Jones Rewards Membership Barcode number to confirm that that they are a David Jones Rewards member and therefore that their entry was valid.

11. Second Chance Draw

- Subject to any direction given under relevant State legislation, a second chance draw will take place at 11:00 AEST each month at Engage Australia Pty Limited, Level 8, 56 Clarence Street, Sydney NSW 2000, on the dates reflected in the table below if required.

- The winners will be notified within two (2) business days of the second chance draw. The winners will be notified of their prize in writing via email. Winners will have their details published in the Public Notices section of The Australian newspaper on the relevant dates specified in the table below;

Second Chance Draw	Second Chance Draw date	Second Chance Winner Publication Date
1	14/11/2019	21/11/2019
2	12/12/2019	19/12/2019
3	09/01/2020	16/01/2020
4	13/02/2020	20/02/2020
5	12/03/2020	19/03/2020
6	16/04/2020	23/04/2020
7	14/05/2020	21/05/2020
8	11/06/2020	18/06/2020
9	16/07/2020	23/07/2020
10	13/08/2020	20/08/2020
11	17/09/2020	24/09/2020
12	15/10/2020	22/10/2020

12. Permit Numbers

NSW: LTPS/19/34433, ACT: TP 19/03281, SA: T19/712

13. Promoter

David Jones Pty Limited ABN 75 000 074 573 of Building 2, 572 Swan Street, Burnley VIC 3121.

The promoter can be contacted at:

Email: contactus@davidjones.com.au

Phone: 03 8509 4000

ADDITIONAL TERMS

14. Prize Limitations

- 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.
- David Jones Gift Cards are not refundable, may not be exchanged for cash or credit and are valid for a period of 36 months from the date of issue, unless otherwise stated.

15. 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

	<p>connection with this Competition is governed by the Promoter’s privacy policy, available at davidjones.com/privacy-and-security</p> <ul style="list-style-type: none"> • 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. • Winners consent to the Promoter providing the Winners’ personal information to the prize suppliers for the purposes of providing the prize. • 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.
<p>16. Australian Consumer Law</p>	<ul style="list-style-type: none"> • The Promoter and the prize suppliers 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 Competition, except for any liability which cannot be excluded by law. • 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). • 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. • Without limiting the previous paragraph, the Promoter and the prize suppliers will not be liable for any damage, loss or delay in transit of the Prize.
<p>17. Additional</p>	<ul style="list-style-type: none"> • This Competition, or any aspect of it, may be changed or withdrawn by the Promoter at any time without prior notification. • Any amendment, cancellation or withdrawal of the Competition will not occur without the prior written approval of the Gaming and Wagering Commission. • The Promoter’s decision is final and the Promoter will not enter into correspondence regarding the Competition result. • Any attempt to deliberately damage the Promoter's 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. • 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. • 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.

- These terms and conditions are governed by, and are to be construed in accordance with, the laws enforceable by each state of Australia. Each party submits to the exclusive jurisdiction of the courts exercising jurisdiction in each state of Australia and any court hearing appeals from those courts.