



## Cotton On Kids Snap and Share Competition

### Terms and Conditions

1. The promoter of this promotion is **COTTON ON KIDS PTY LTD** (“the Promoter”) (ACN 114 221 886) c/- 14 Shepherd Court, North Geelong, Victoria 3215, Australia.
2. Entry is free and open to anyone in Australia, New Zealand, South Africa, Hong Kong, Malaysia, Singapore (“Competition Regions”). Employees of the Promoter and their immediate families and the suppliers and agencies associated with this competition are ineligible to enter.
3. This competition commences on 9am AEDT on 1<sup>st</sup> November 2018 and ends at 11:59pm AEDT on 9th December 2018 (“Competition Period”). Entrants may enter as many times as they like. Late, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected responses will be deemed invalid.
4. To enter this competition entrants must enter via Instagram:
  - a. During the Competition Period, post your family Christmas Jammies photo of your family wearing their Cotton On Kids Pyjamas.
  - b. Tag the photo with @cottononkids and #YoWhatFun ;
  - c. Follow @cottononkids on Instagram; and
  - d. Have your profile set on public.  
 (“Submission”)
5. Each Submission will be reviewed and judged by a panel of the Promoter’s marketing and communications personnel (“Panel”). The Panel will judge each response according to how relevant, creative and funny it is. Number of Likes and Comments of the entries under the submissions will not determine the winners, but may influence the Panel’s decision when determining the final winners. All decisions of the Panel are final and no discussions or correspondence will be entered into.
6. The prizes will be awarded to entrants who submit the most relevant, creative and funny Submissions as judged by the Panel. There will be one (1) major winner and three (3) runners-up.
7. The major prize winner and runners-up will be contacted via Instagram private message on the 2<sup>nd</sup> December 2018. The winners will also be announced publicly on the Promoter’s Instagram on the 12<sup>th</sup> of December 2018.
8. The major prize winner will receive:
  - a. 1x AUD \$3,500 Cotton On Group Gift Voucher
  - b. 1 x AUD \$1,000 Prepaid Visa CardThe major prize winner’s total prize pool is valued at \$4,500 AUD.

The Cotton On Group Gift Voucher can only be used at any of Cotton On Group retail stores. The Cotton On Group Gift Voucher has no expiration date.

The Prepaid Visa Card must be redeemed within 12 months of receiving the prize and is governed by its own terms and conditions.

9. Each runner-up will receive:
  - 1 x Custom Family portrait by (valued at \$0 AUD);
10. By entering this competition entrants agree to allow the Promoter to repost their Submission on the Promoter's Facebook, Twitter or Instagram accounts, the Promoter's website (<https://cottonon.com/AU/cottononkids/>) and within the Promoter's electronic direct mail (EDM) communication pieces.
11. The Promoter is not liable for any other additional costs associated with winning this competition or the prizes that comprise this competition.
12. The prize winner is responsible for paying any applicable income taxes and any and all other costs and expenses not listed above. Any prize details not specified above will be determined by the Promoter, in its sole discretion.
13. If any prize remains unclaimed after 14 days of the winning Submissions being announced, the Promoter may deem that the prize winner is ineligible to receive the prize and a new winner will be selected from the remaining Submissions.
14. In case of a reselection:
  - a. The reselection will happen on the 27<sup>th</sup> of December 2018 at the address of the Promoter
  - b. The winner will be contacted via private message on Instagram by 27<sup>th</sup> December 2018.
15. Prizes are not transferable or exchangeable and cannot be redeemed for cash. The Promoter accepts no responsibility for any variation in the value of prizes. Where a prize is unavailable for any reason, the Promoter may substitute another item of equal or lesser value for that prize, as determined by the Promoter.
16. Information regarding prizes and how to enter forms part of these terms and conditions. Entry into the competition is deemed an acknowledgement and acceptance of these terms and conditions.
17. The Promoter reserves the right, at any time, to verify the validity of entries and the identity of entrants. Proof of entry and identity will only be deemed as sufficient at the discretion of the Promoter.
18. If this competition is interfered with in any way or is not capable of being properly conducted due to any reason beyond the reasonable control of the Promoter, the Promoter reserves its rights to disqualify any entrant or to modify, suspend, terminate or cancel this competition, to the extent permitted by law.
19. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or



not arising from any person's negligence) in connection with this competition or accepting or using any prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the maximum extent permitted by law).

20. All Submissions will be the property of the Promoter. The Promoter may use the name and any photos from the Submission for promotional, marketing and publicity purposes without compensation. By participating in this competition, each entrant assigns to the Promoter the whole of the copyright in their entries and, to the extent permitted by law, waives his or her moral rights in respect of it. Upon entering their Submission, each entrant warrants that the posting and use of their Submission on Instagram does not violate, misappropriate or infringe on the rights of any third party, including, without limitation, privacy rights, publicity rights, copyrights, trademark and/or other intellectual property rights.
21. Personal information provided by entrants will be used by the Promoter for the purpose of conducting this competition and otherwise in accordance with contestants' consent. The Promoter may disclose entrant's personal information to its contractors and agents in relation to the conduct of this competition. The Promoter's privacy policy is available at <https://cottonon.com/AU/privacy-security/privacy-policy.html>
22. This promotion is in no way sponsored, endorsed, administered or associated with Instagram. By entering, entrants agree to hold harmless, defend and indemnify Instagram from and against any claims, demands, liability, damages or causes of action, losses or costs arising out of their participation in the promotion.
23. The Promoter reserves the right to extend the Competition Period at any time.