

Amped December Promotion

Terms and Conditions

- The promoter of this promotion is Cotton On Clothing Pty Ltd ("the Promoter") (ACN 052 130 462) of 14 Shepherd Court, North Geelong, Victoria 3215.
- 2. Entry is free and open to 18+ in Australia. 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 12am AEST on 7th December 2018 and ends at 12am AEST on 16th December 2018 ("Competition Period"). Entrants may enter ONCE ONLY. Late, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected responses will be deemed invalid. Entrants can only enter in their own name.
- 4. To enter this competition, entrants must enter via the Cotton On website during the Competition Period by:
 - a. writing in 50 words or less your favourite Boni Jovi song and why ("Submission")
- 5. 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 (<u>www.cottonon.com.au</u>) and within the Promoter's electronic direct mail (EDM) communication pieces.
- 6. 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 inspiring it is. All decisions of the Panel are final and no discussions or correspondence will be entered into.
- 7. There will be one (1) major winner and nine (9) runners up.
- 8. The major prize winner and runners up will be determined by 12pm AEST on 17th December and will be notified by email. The major prize winner and runners up must respond to the Promoter's email within 7 days or the Promoter may deem that they are ineligible to receive their prize.
- 9. The prize for the major prize winner consists of the following:

1x Bon Jovi Signed Drumhead 1x Bon Jovi signed CD 1x Bon Jovi signed set list

The major winner's total prize pool is valued at \$1,400 AUD.

10. The prize for each runner-up consists of the following:

1x Bon Jovi CD



1x Cadet hat 1x Bon Jovi Book 1x USB Wristband

Each prize is valued at approximately \$188 AUD.

The runners-up total prize pool is valued at \$1,700 AUD.

- 11. The Promoter is not liable for any other additional costs associated with winning this competition or the prizes that comprise this competition.
- 12. If any prize remains unclaimed after seven [7] days of the winning Submissions being announced, the Promoter may deem that an entrant is ineligible to receive the prize. The Promoter reserves the right to judge the remainder of the Submissions and declare another entrant the major prize winner or a runner up, at its discretion.
- 13. 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.
- 14. 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.
- 15. 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.
- 16. 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.
- 17. 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).
- 18. 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 Facebook 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.



- 19. The Promoter reserves the right to reject, disqualify and remove any Submission that contains offensive, inappropriate or derogatory material. Any Submission containing such content may be deemed invalid at the discretion of the Promoter.
- 20. 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 the 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 <u>www.cottonon.com</u>.
- 21. The Promoter reserves the right to extend the Competition Period at any time.