

## **Cotton On Kids 'Kids For Kids' Tote Design Competition**

## **Terms and Conditions**

- 1. The promoter of this competition is Cotton On Australia Pty Ltd ("the Promoter") (ACN 634 090 083) of 14 Shepherd Court, North Geelong, Victoria 3215.
- 2. Entry is free and open to all aged 12 years of age and under, who is a resident of the United States of America. 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 **09:00 AM AEDT on Thursday 07/11/2024** and ends at **11:59 PM AEDT on Wednesday 07/24/2024** ("Competition Period"). 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:
  - 1. Use a blank A4 sheet of paper; and
  - 2. Create artwork in response to the theme 'Friendship' using any art mediums or tools they want; and
  - 3. Take a clear photo of the finished artwork or scan a copy of the artwork and upload into the Wufoo form with their name, age, city, country and email address of their parent or guardian.

Completing the steps in Clause 4 above will constitute as a valid "Submission" into the competition. By entering this Competition, you agree to sign up to the Cotton On & Co. Perks database. Your data will be handled in accordance with each relevant Privacy Policy. If you unsubscribe from the database prior to the Winner being determined, your submission will be deemed invalid.

- 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 submission according to how imaginative, relevant, creative and inspiring it is. All decisions of the Panel are final, and no discussions or correspondence will be entered into.
- 6. The prize will be awarded to the entrant who submits the most relevant, creative, imaginative and inspiring comment as judged by the Panel.
- 7. There will be one (1) winner announced after the promotion period has ended based on who submits the most relevant, creative, funniest, imaginative and inspiring Submission as judged by the Panel.
- 8. The winner(s) will be selected by **11:30 AM AEDT on Wednesday 08/07/2024** and will be notified by Cotton On Kids at the registered email associated with their Cotton On Perks account.
- 9. There is ONE (1) major prize available (valued at \$200 AUD).



## The prize consists of;

- I. The Winner's design printed on a 'Cotton On Foundation' Tote bag
  - i. This design will be printed on 'Cotton On Foundation' tote bags and available for purchase by customers in-store and online in 2024. All proceeds from the sale of 'Cotton On Foundation' tote bags will be donated to the Cotton On Foundation. For more information regarding the Cotton On Foundation, visit: https://cottonongroup.com.au/the-good-we-do/cotton-on-foundation-2/
- II. Art supplies (up to the value of \$200 AUD)
- 10. The collection statement and privacy policy for Cotton On Kids is located at <a href="https://cottonon.com/AU/privacy-policy.html">https://cottonon.com/AU/privacy-policy.html</a>
- 11. The winner will be announced via email after the promotional period has ended. The decision is final, and no correspondence will be entered into.
- 12. If any prize remains unclaimed after two (2) weeks of the winning Submission being announced, the Promoter may deem that the prize winner is ineligible to receive the prize and the prize will be forfeited. The promoter reserves the right to follow the process set out in Clause 5 and determine a new Winner.
- 13. The promoter is not liable for any other additional costs associated with qualifying for the promotional giveaway.
- 14. 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.
- 15. 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.
- 16. 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.
- 17. Entry into this competition will be deemed as consent for the Winner's design to be featured on the 'Cotton On Foundation' Tote Bags. There will be no payment, royalty or permissions needed by The Promoter to use this design. If the Winner no longer wishes for their design to be featured on the Cotton On Foundation Tote Bag, they must notify the promoter before accepting the prize.
- 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.
- 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. 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 www.cottonon.com.
- 21. 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 participant entrant assigns to the Promoter the whole of the copyright in their submissions 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 META 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.
- 22. 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.
- 23. The Promoter reserves the right to extend the Promotion Period at any time.