



## Cotton On 'BEST SUMMER EVER' – Giveaway

SA Permit #31490

### Terms and Conditions

1. The promoter of this promotion is Cotton On Australia Pty Ltd (“the Promoter”) (ACN 634 090 083) of 14 Shepherd Court, North Geelong, Victoria 3215.
2. Entry is open to residents aged 13 and over 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 at **12:01am AEST on 21<sup>st</sup> August 2023** and ends at **11:59pm AEST on 25<sup>th</sup> September 2023** (“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. ‘Cotton On & Co. Perks Account’ refers to the Promoter’s loyalty and reward program. More information regarding Cotton On & Co. Perks is available here: <https://cottonon.com/AU/perks/welcome/>.
5. By entering this Competition, entrants agree to terms and conditions associated with a Cotton On & Co. Perks account, which may be updated from time to time. Perks Account Terms and Conditions are available here: <https://cottonon.com/AU/perks/perks-terms.html>

To enter this competition:

Step 1. Make a purchase in-store or online from any of the following brands: Cotton On Women, Cotton On Men, Cotton On Body & Rubi. Promotion excludes Cotton On Kids, Factorie, Supre, Typo, Cotton On Foundation, Third Party Products & Gift Cards. Promotion available instore & online at [cottonon.com/AU](https://cottonon.com/AU) until 11:59pm AEST 25/09/2023. 1 shop = 1 automatic entry. This purchase must be linked to your Cotton On & Co. Perks Account (no minimum spend required).

Completing Step 1 will constitute a valid “Entry”.

Entrants may complete Step 1 as many times as they like. Each additional purchase linked to entrants Perks Account will constitute as an “Additional / Bonus Entry”.

6. The winner will be determined by **10:00am AEST on 2<sup>nd</sup> October 2023** and will be notified by an email sent to their Cotton On & Co. Perks Account registered email address. Winners are required to respond to the Promoter’s email within seven (7) days or they may forfeit the prize.
7. There will be ONE (1) winner
8. The prize winner will receive:



- 1 X AUD \$9000 VISA gift card
- 1 x AUD \$1000 Cotton On gift card

The total prize pool is valued at **AUD \$10,000**

Gift cards are governed by their own terms and conditions.

9. The Promoter is not liable for any other additional costs associated with winning this competition or the prizes that comprise this competition.
10. If any prize remains unclaimed after 1 month of the winning Entry being announced, the Promoter may deem that the grand prize winner and/or runners-up is ineligible to receive the prize.
11. In the event that the Winner does not claim the prize in accordance with clause 5, the Promoter reserves the right to draw a new winner ("New Winner") from the remainder of the Entries.
12. The New Winner will be picked at random from all the remaining Entries ("the Redraw") on **30<sup>th</sup> October 2023**. The New Winner will be notified by Instagram direct message on the same day. The New Winner must respond to the Promoter's message within seven (7) days.
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. 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](http://www.cottonon.com).

19. The Promoter is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, technical problems or traffic congestion on the Internet or at any website, or any combination thereof, or any other technical failures, including but not limited to any injury or damage to participants' or any other person's computer related to or resulting from participation in or downloading any materials in this Random Draw. If for any reason this Random Draw is not capable of running as planned (including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond the control of the Promoter, which corrupt or affect the administration security, fairness, integrity or proper conduct of this Random Draw), the Promoter reserves the right in its sole discretion to cancel, postpone, or amend this Random Draw.
20. The Promoter as well as its associated agencies and companies are not liable for any loss (including, without limitation, indirect or consequential loss), damage, personal injury or death which is suffered or sustained (including but not limited to that arising from any person's negligence) in connection with the prize or use of the prize. This excludes any liability that cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
21. If any of the provisions of these terms and conditions are held to be invalid or unenforceable in whole or in part, that part shall be severed from the remainder of the provisions and the validity of the other provisions and the remainder of the provision in question shall not be affected.
22. This promotion is in no way sponsored, endorsed, administered or associated with Instagram/Facebook. By entering, entrants agree to hold harmless, defend and indemnify Instagram/Facebook 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.