[Cotton On & Co. Perks Payday Competition– TERMS AND CONDITIONS

ACT Permit No. TP 26/02660
NSW Permit No. NTP/18663
SA Permit No. T26/2033

KEY TERMS

Promotion
[Cotton On and Co. Perks] Payday Competition

Promoter
Cotton On Australia Pty Ltd (ABN 13 634 090 083)
14 Shepherd Court, North Geelong, Victoria 3215
[reception@cottonon.com.au]
[https://cottonongroup.com.au/]

Entry Period
Start Date: 9:00am AET, [27 November] 2026
End Date: 11:59pm AET, [27 November] 2026

Total Prize Pool
Up to $[24,000] (maximum). The total prize pool will be randomly allocated between eligible Australian and New Zealand entrants during the Entry Period.

Prize(s)
There are twenty-four (24) prizes available. Each prize consists of a Cotton On eGift Card to a maximum value of $[1,000.00]. The twenty-four (24) eGift Cards, and the total prize pool, will be randomly allocated between eligible Australian and New Zealand Cotton On & Co. Perks members who shop during the Entry Period. Gift cards are governed by their own terms and conditions available here:

- AU Gift Card Terms and Conditions
- NZ Gift Card Terms and Conditions

Relevant Countries, States, and Territories
All Australian States and Territories.
All New Zealand

Entrants
Entry is open to residents of the Relevant Countries, States and Territories aged 18 years or over (**Entrants**). Entrants must be Cotton On & Co. Perks members.

Directors, officers, management, employees and other staff (and the immediate families of directors, officers, management, employees and other staff) of the Promoter or of the retailers, suppliers or companies associated with this Promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or stepchild (whether natural or by adoption), parent, stepparent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, stepsister or first cousin.

Entry Procedure
To enter, Entrants must, during the Entry Period:

- Sign up or log into their Cotton On & Co. Perks account.
- Purchase any item online at https://cottonon.com/AU/ or https://cottonon.com/NZ/

Completing both steps will constitute a valid "Entry".

Maximum Number of Entries
There are no maximum number of entries to this competition during the entry period.

Draw Details
Draw Date: [Saturday and 28 November] 2026
Draw Time: 11:00am AET

Draw Location: 14 Shepherd Court, North Geelong, Victoria 3215

Draw Method: Electronic random draw

Notification of Winners
Winners will be notified via email and phone no later than 3 business days from the Draw Date.

Redemption Date
7 weeks from the Draw Date.

Unclaimed Prize Redraw

Redraw Date: [Friday and 15 January] 2027

Redraw Time: 11:00am AET

Redraw Location and Redraw Method are set out in the Draw Details section above.

Notification of Unclaimed Prize Redraw Winners
Unclaimed prize winners will be notified via email and phone no later than 3 business days after the Redraw Time.

Privacy Policy
https://cottonon.com/AU/privacy-policy.html
https://cottonon.com/NZ/privacy-policy.html

TERMS AND CONDITIONS

1. Entry Mechanics

1.1 The Key Terms and these terms and conditions (together the Terms) make up the rules for an Entrant's participation in the Promotion. By participating, the Entrant accepts these Terms. Capitalised terms in these terms and conditions have the meaning given to them in the Key Terms.

1.2 To enter the Promotion, Entrants must complete the Entry Procedure during the Entry Period.

1.3 Entrants may enter the Promotion up to the Maximum Number of Entries.

1.4 Entries are deemed to be received at the time of receipt by the Promoter not at the time of transmission by the Entrant.

1.5 Using automated entry software or any other means to automatically enter the Promotion multiple times is not allowed. If an Entrant does this, all their entries will be invalid.

1.6 Incomplete or ineligible entries, as well as entries that breach these Terms or any other content guidelines set by the Promoter, will not be valid. The Promoter reserves the right, at any time, to verify the validity of entries and Entrants (including an Entrant's identity, age and place of residence) and to disqualify any Entrant or Winner.

1.7 If a dispute arises as to the identity of an online Entrant, the entry will be deemed to have been submitted by the authorised account holder of the email address. The Promoter may ask any Entrant to provide the Promoter with proof that they are the authorised account holder of the email address associated with the entry.

2. Prize Draw

2.1 The draw to determine the winning Entrant (Winner) for the Promotion will be conducted in accordance with the Draw Details and the Winner notified as set out in the Key Terms.

2.2 The Winner's last name, first name initial and postcode will be published on the Promoter's website (set out in the Key Terms), within 30 days of the Draw Date, or Redraw Date if applicable, for 28 days. It is a condition of entry into the Promotion that the Winner consents to the publication of such information and participates in any media releases which may include photographs of the Winner by the Promoter. By entering this Promotion, Entrants consent to the use of their names and likenesses in this manner.

2.3 Entrants are responsible for all expenses incurred when entering the Promotion and accessing, claiming and/or using the Prize (unless otherwise stated in these Terms).

2.4 Each valid entry will NOT be individually judged, unless otherwise specified in these Terms. Each entry has an equal chance of winning. The Winner will be confirmed by the Promoter.

2.5 The Promoter's decision is final and the Promoter will not enter into correspondence with Entrants regarding the decision.

2.6 If a Winner's entry is found to be invalid, the Promoter may redraw or decide on another winning entry.

3. Prizes

3.1 The Prize(s) are specified in the Key Terms. THE PRIZE IS NOT TRANSFERRABLE AND NOT REDEEMABLE FOR CASH unless otherwise specified in these Terms.

3.2 If any Prize is unavailable and the Promoter has used all reasonable efforts to arrange the Prize, the Promoter reserves the right to substitute the Prize with a prize of equal value and/or specification, subject to any written directions from a regulatory authority.

3.3 The Promoter and/or any supplier of the Prize or any part of the Prize may in their absolute discretion:

(a) reserve the right to refuse to allow the Winner or their companion(s) (if any) to take part in any or all aspects of the Prize if they reasonably believe the Winner or their companion(s) (if any) represent a safety risk or for any other reason; and

(b) may cancel the relevant component of the Prize if the conditions are deemed dangerous.

3.4 (Cash) Where cash is awarded as a Prize, the Prize will be awarded in the form of a bank cheque (unless the Winner is based in New South Wales and the cash value exceed $5000, in which case it will be transferred electronically), via PayPal transfer (fees may apply and are the responsibility of the Winner) or electronic funds transfer to the Winner's nominated bank account, at the Promoter's election.

4. Claiming Prizes

4.1 The Prize(s) must be claimed by the Redemption Date in accordance with any claim instructions set out in the Key Terms, or it will be deemed forfeited by the Winner.

4.2 If any Prize remains unclaimed, a second draw or selection for the Prize will take place in accordance with the Key Terms, specifically the Unclaimed Prize Redraw, subject to any directions from a regulatory authority. The alternative Winner, if any, will be notified in accordance with the Key Terms, specifically Notification of Unclaimed Prize Redraw Winners.

4.3 The Promoter will deliver the Prize within 28 days of the Winner confirming their details for delivery and will be delivered in Australia only. Should circumstances outside the Promoter's control occur, which cause a delay in delivery of the Prize, the Promoter will not be liable.

5. General

5.1 (Amendments) If for any reason any aspect of this Promotion is not capable of running as planned, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.

5.2 (Consequential Loss) Despite anything to the contrary, but subject to the Non-Excludable Guarantees (as defined below), neither party will be liable under these Terms for any consequential, special or indirect loss including loss of profit (including anticipated profit), loss of benefit (including anticipated benefit), loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings (including anticipated savings), loss of reputation, loss of use (including both real and anticipatory) and/ or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise.

5.3 (Currency) Unless expressly stated otherwise, a reference in these terms or in any advertisement relating to the Promotion, to Australian dollars, dollars, AUD, AU$ or $ is a reference to the lawful currency of Australia.

5.4 (Dispute Resolution) In the event of a dispute, Entrants must contact the Promoter and attempt to resolve the dispute in good faith. If the matter cannot be resolved, either party may refer the matter to a mediator. The costs of the mediation will be shared equally between the parties.

5.5 (Force Majeure) The Promoter will not be liable for any delay or failure to perform its obligations under these Terms if such delay or failure is caused or contributed to by an event or circumstance outside of the Promoter's reasonable control or influence.

5.6 (Intellectual Property Rights) Where the Promotion involves submission of any materials including answers to questions, a statement, idea or opinion, video or voice recordings, images, works of art, designs or photographs (Content), all Entrants agree that:

(a) the Content must not contain any viruses or cause or be likely to cause any injury or harm to any person or entity;

(b) the Content must be the work of the individual submitting it;

(c) the Content must not have been published elsewhere or have won a prize in any other competition or promotion;

(d) Entrants must have obtained all appropriate consents and/or permission relating to a person who appears in, or whose property appears in, the Content;

(e) the submission of the Content must not infringe the intellectual property rights of any third party and that the Content they are submitting is their own work and that they own the copyright for it;

(f) the Promoter may remove or decline to publish any Content without notice to the relevant Entrant;

(g) the Entrant grants the Promoter an irrevocable, perpetual, royalty-free, worldwide, sublicensable and transferable licence to publish, reproduce, distribute, publicly display, and create derivative works of, copy, modify and exploit the Content in any media now known or in the future devised, for any purpose whatsoever, including advertising, marketing, and promotional purposes, without compensation or notification to the Entrant;

(h) the Entrant waives all moral rights in the Content to the fullest extent permitted by law; and

(i) the Promoter may use their likeness, image and/or voice in the event that the Entrant is the Winner (including photograph, film or recording) in any media whatsoever throughout the world for the purpose of promoting this Promotion or other similar promotions and promoting any products manufactured, distributed and or supplied by the Promoter. The Entrant will not be entitled to any remuneration for such use.

5.7 (Jurisdiction) These Terms are governed by the laws of the Relevant Territory where the Entrant was located when entering these Terms.

5.8 (Non-Excludable Guarantees) Nothing in these Terms limits, excludes or modifies or purports to limit, exclude or modify any legislation which cannot lawfully be excluded or limited, including the statutory consumer guarantees as provided under the *Competition and Consumer Act 2010* (Cth) or any other applicable State or Territory consumer protection legislation.

5.9 (Personal Information) The Promoter collects personal information from all Entrants in order to conduct the Promotion and may, for this purpose, collect, use and disclose such information to third parties, including to agents, contractors, service providers, suppliers of Prizes, and as required, to regulatory authorities. Please see the Promoter's Privacy Policy (linked in the Key Terms) and any privacy collection notice provided, for more information about how the Promoter handles personal information. By providing personal information to the Promoter, the Entrant agrees to the collection, use, storage and disclosure of that information as described in this clause and the Promoter's Privacy Policy.

5.10 (Social Media) The use of social media is subject to the prevailing terms and conditions of use of the social media platform. Unless otherwise indicated in these Terms, the Promotion is in no way sponsored, endorsed or administered by, or associated with any social media platform. If an Entrant uses social media to participate in the Promotion, the Entrant understands that they are providing their information to the Promoter and not to any social media platform. Entrants are solely responsible and liable for the content of their entries and any other information they transmit to other Internet users. By participating in the Promotion, the Entrant releases the applicable social media site from all claims, liabilities, suits, actions and expenses, including costs of litigation and reasonable legal costs associate with the Promotion.