

## **VSforMen Christmas 2017 Chance to WIN Promotion**

### **HOW TO ENTER**

To be eligible to enter, individuals must purchase any VS Sassoon for Men product from a participating retailer in Australia, including their online store, between 01/11/17 and close of business on 12/01/18. Internet purchases via third party Internet sales sites and auction sites, including but not limited to eBay, and any other retailer, are excluded from this offer.

To enter, individuals must then, either:

- a) Collect an official entry form found in store at participating retailers or available online to print at [www.vsformen.com.au/promotions](http://www.vsformen.com.au/promotions), fully complete the official entry form by including all requested details and then send the completed entry form in a stamped envelope to VSforMen Promotion, PO Box 146, Terrey Hills NSW 2084 so that it is received by last mail on 19/01/18. No responsibility accepted for late, lost or misdirected mail.

OR

- b) Visit [www.vsformen.com.au/promotions](http://www.vsformen.com.au/promotions), follow the prompts to the online entry form, input the requested details and submit the fully completed online entry form by 11.59pm AEDST on 12/01/18. Entries are deemed to be received at the time of receipt into the promotion database & NOT at the time of transmission by the entrant.

A participating retailer is any retailer that displays advertising material for this promotion.

### **TERMS AND CONDITIONS**

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian residents who are aged 18 years or over.
3. Employees (and their immediate families) of the Promoter, participating retailers and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1<sup>st</sup> cousin.
4. 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 reserves the right, in its sole discretion, to disqualify any entrant who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardies fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
5. Incomplete, indecipherable or illegible entries will be deemed invalid.

6. Multiple entries are permitted, subject to the following: (a) only one (1) entry is permitted per specified purchase requirement (i.e. VS Sassoon for Men product purchased in accordance with these Terms and Conditions); and (b) each entry must be submitted separately and in accordance with entry requirements
7. Entrants must retain a copy of their purchase receipt(s) (or email order confirmation for purchases made via points redemption through Qantas Frequent Flyer or Flybys Programs) for all entries as proof of purchase. Failure to provide the proof of purchase for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of that entrant's entries. Purchase receipt(s) must clearly specify the product purchased, the store of purchase and that the purchase was made during the purchase period but prior to entry. The winners will be required to submit purchase receipt(s) before claiming their prize.
8. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
9. Promotion commences 01/11/17 and ends for purchases at close of business on 12/01/18. Online entries close 11.59pm AEDST on 12/01/18 and mail entries close last mail received on 19/01/18. The draw will take place at Anisimoff Legal, Suite 5, Erina Plaza, 210 Central Coast Highway, Erina NSW 2250 on 29/01/18 at 4:00pm AEDST. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.
10. Winners will be notified by telephone and in writing via email within two (2) business days of the draw and their names will be announced online at [www.vsformen.com.au/promotions](http://www.vsformen.com.au/promotions) from 02/02/18. Any prize winners from South Australia will also have their name published in The Advertiser on 02/02/18.
11. The Promoter's decision is final and no correspondence will be entered into.
12. The first valid entry drawn will win the major prize of a trip for 2 people to attend the MAXIM HOT 100 2018 party, valued at up to AUD\$6,000, depending on date and point of departure. Prize includes:
  - Return economy airfares for 2 people to Los Angeles, USA, from the winner's nearest Australian capital city serviced by the airline selected by the Promoter (Flight associated taxes are included);
  - 3 nights twin share accommodation in a 4 star hotel in Los Angeles, selected by the Promoter;
  - Tickets for 2 people to the MAXIM HOT 100 2018 party in mid-2018 in Los Angeles. A confirmed date is to be advised to the winner by the Promoter; and
  - Transfers to and from Los Angeles airport.

The Promoter takes no responsibility for any variation in any element of the major prize. The major prize is valid to 31/08/18, but the major prize winner needs to be prepared to travel at short notice, based on the date of the MAXIM HOT 100 2018 party and subject to block out periods and booking availability of the airfares and accommodation. The exact date of the MAXIM HOT 100 2018 party will be advised to the major prize winner by the Promoter once confirmed. Itinerary to be determined by the Promoter in its absolute discretion. The major prize or any element thereof cannot be used in conjunction with any Frequent Flyer or Loyalty programme. All components of the major prize must be taken together. Travel restrictions may apply. The major

prize winner and their travel companion must depart from and return to the same departure point and travel together. Spending money, insurance, meals, tips, travel to and from any departure point, room service, minibar, telephone charges and any other personal expenses (other than those specified), is the responsibility of the major prize winner and their travel companion. If for any reason, the major prize winner is unable to accept their major prize as stated, and within the dates indicated, they will forfeit their right to the major prize and no compensation will be given in lieu. Any travel or entry documentation such as Passports, entry Visas, specific US entry conditions and any insurances, will be the responsibility of the major prize winner and their travel companion. It is the major prize winner's responsibility to check with Government travel advisory and immigration authorities regarding travel requirements and eligibility. Any fines, penalties and expenditure incurred as a result of not meeting such requirements are the sole responsibility of the major prize winner and their travel companion. The Promotor is not responsible for any cancellation, postponement, delay or rescheduling of any element of the major prize. Any costs, without limitation, incurred, will be the sole responsibility of the major prize winner. The Promoter and any associated companies involved with the Promotion, make no representation as to the safety, conditions or other issues that may exist at any major prize destination or location. It is the sole responsibility of the major prize winner and their travel companion, to first check with all government travel advisory information regarding the safety and any other situation at the major prize destination or location. The major prize is subject to the standard terms and conditions of individual prize and service providers. The major prize winner may be required to present their credit card at time of accommodation check in.

13. The next twenty (20) valid entries drawn will each receive an Ultimate Ears Boom 2 Wireless Bluetooth Speaker valued at RRP AUD\$249.95 each. Exact colour to be determined by the Promoter – available colours are Phantom, BrainFreeze, Cherrybomb, Stone, Cashmere, Lilac or After Hours.
14. The next one hundred (100) valid entries drawn will each receive an annual digital subscription to MAXIM Australia magazine, valued at RRP AUD\$59.95 each. Each subscription offer consists of twelve (12) monthly issues + one (1) special issue.
15. Subject to the unclaimed prize draw clause, if for any reason a winner does not take / redeem a prize (or an element of the prize) by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
16. If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
17. Total prize pool value is up to AUD\$16,994.
18. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.
19. A draw for any unclaimed prizes may take place on 30/04/18 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winners (if any) will be notified by telephone and in writing via email within two (2) business days of the draw and their name will be announced online at [www.vsformen.com.au/promotions](http://www.vsformen.com.au/promotions) from 04/05/18. If

necessary, any prize winners from South Australia will also have their name published in The Advertiser on 04/05/18.

20. The MAXIM HOT 100 2018 party ticket prizes are subject to the event venue and ticket terms and conditions, including any applicable age restriction. The Promoter and event organisers hereby expressly reserve the right to eject the major prize winner (and/or his/her companion) for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the prize.
21. In the event of war, terrorism, state of emergency or disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion or suspend or modify a prize, subject to any written directions from a relevant regulatory authority.
22. Entrants consent to the Promoter using the entrant's name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
23. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
24. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
25. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
26. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.
27. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c)

any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) if the MAXIM HOT 100 2018 party event is delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter; (f) any tax liability incurred by a winner or entrant; or (g) use of a prize.

28. As a condition of accepting the prize, winners may be required to sign legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
29. The Promoter collects personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at [www.vsformen.com.au/privacy](http://www.vsformen.com.au/privacy). In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter will not disclose entrant's PI to any entity outside of Australia.
30. The Promoter is Conair Australia Pty. Limited (ABN 64 068 492 044) of The Equinox Centre, Suite 101, 18 Rodborough Rd, Frenchs Forest NSW 2086. Telephone 1800 650 263.

**NSW Permit No. LTPS/17/17124. ACT Permit No. TP17/01682. SA Permit No. T17/1578**