

<b>Terms and Conditions Schedule</b>	
<b>Item 1: Promotion Name</b>	Totally Tights launch gift with purchase
<b>Item 2: Permit Number</b>	ACT TP 18/01348 (ACT) LTPS/18/26210 (NSW) T18/1226 (SA)
<b>Item 3: Promoter</b>	The promoter is Hanes Innerwear Australia Pty Ltd ABN: 40 098 742 655 Of: Level 1/115 Cotham Road, Kew VIC 3101 Email: <a href="mailto:totallytights@hanes.com.au">totallytights@hanes.com.au</a> Phone: 1800 312 769
<b>Item 4: Website</b>	<a href="http://www.totallytights.com.au">www.totallytights.com.au</a>
<b>Item 5: Promotion Registration Dates and Times</b>	N/A
<b>Item 6: Promotion Contesting Dates and Times</b>	From the 16 <sup>th</sup> July 2018 until all gifts have been distributed, provided that the promotion period will not exceed 12 months.
<b>Item 7: Entrant Restrictions</b>	The Promotion is open to Australian residents only.
<b>Item 8: Method of Entry</b>	To receive the gift, consumers need to purchase any item from the <a href="http://totallytights.com.au">totallytights.com.au</a> website during the Promotion Period. Only one gift is available per transaction.
<b>Item 9: Judging Details</b>	N/A
<b>Item 10: Draw Details</b>	N/A
<b>Item 11: Prize Details</b>	Each gift is one of the Promoter's hosiery products having an RRP at product launch of up to \$29.95. There are 2539 gifts available. Total prize pool value: \$7111.09 All gifts are hosiery items branded either Voodoo, Razzmatazz, Kayser or Sheer Relief. Gifts vary in style, colour and size. Gifts will be allocated to recipients based on the size of the items they purchase in their qualifying transaction. As far as possible, an item of the equivalent size will be allocated to each recipient, subject to the range of sizes of all remaining gifts held by the promoter at the time of the qualifying transaction.
<b>Item 12: Prize Winner Publication Details</b>	Recipients will be notified of their gift at the time of making their qualifying purchase at the Website.
<b>Item 13: Unclaimed Prize Draw Date and Publication Date</b>	All gifts will be sent to recipients with the purchases from their qualifying transaction and do not need to be claimed.
<b>Item 14: Use of Personal Information</b>	Personal information will be collected when a recipient makes an online qualifying purchase. The use of this information will be subject to the Website's standard privacy policy and terms and conditions for the purchase of goods, both of which are available at the Website.
<b>Item 15: Other Conditions</b>	N/A

## Terms and Conditions

### **1. INTRODUCTION**

- 1.1 By submitting an entry into this Promotion, entrants warrant that they have read, understand and agree to be bound by these Terms and Conditions and the Terms and Conditions Schedule, including any special conditions set out in Item 15: Other Conditions.
- 1.2 To the extent that there is any inconsistency between the Terms and Conditions Schedule and these Terms and Conditions, the Terms and Conditions Schedule will prevail.
- 1.3 References in these Terms and Conditions to Items are references to the corresponding Item in the Terms and Conditions Schedule.

### **2. DURATION**

Entry into this Promotion will occur in accordance with Item 5: Promotion Registration Dates and Times and Item 6: Promotion Contesting Dates and Times.

### **3. ELIGIBILITY**

- 3.1 Entrants must at all times comply with Item 7: Entrant Restrictions. Those entrants who have not complied with Item 7: Entrant Restrictions will be disqualified.
- 3.2 Employees and their immediate families of the Promoter and its related bodies corporate are ineligible to enter. Employees and their immediate families of all associated sponsors and participating companies are also ineligible to enter.
- 3.3 Entrants warrant that they are entering the Promotion in a wholly private nature and are not entering on behalf of a business or enterprise activity they are involved in.

### **4. METHOD OF ENTRY**

- 4.1 Entrants may enter this Promotion in accordance with Item 8: Method of Entry. Those entrants who have not complied with Item 8: Method of Entry will be disqualified.
- 4.2 Inaudible, incomplete, incomprehensible or late entries (whichever is applicable) will not be eligible and will be disqualified. The Promoter reserves the right to disqualify any entry which in the opinion of the Promoter includes any content which may be unlawful, profane, inflammatory, defamatory and/or damaging to the goodwill or reputation of the Promoter.
- 4.3 Any person who is discovered to have used or attempted to use more than one name in entering the Promotion will be disqualified from participating in the Promotion and/or redeeming a prize.
- 4.4 Unless otherwise stated in these terms and conditions, no person may enter this Promotion more than once and persons may not enter or participate in it on behalf of any third party.
- 4.5 All entrants acknowledge that the Promoter may rely on clauses 4.3 and 4.4 even after the Promoter has awarded or appeared to have awarded the prize to a person or after a person is announced as the prize winner. The Promoter reserves its rights to require return of the prize, or payment of its value, to the Promoter if this occurs.
- 4.6 Should an entrant's contact details change during the Promotion Period, it is the entrant's responsibility to notify the Promoter. A request to access or modify and information provided in an entry should be directed to the Promoter at its address identified in Item 3: Promoter.
- 4.7 Should an entrant be required to submit a third party's personal information, as a part of entry into or participation in this Promotion, each entrant must ensure that any other person whose details have been provided by the entrant to the Promoter for the purposes of the entrant's participation in this Promotion has given their implied or expressed consent:
  - a. for the details to be provided to the Promoter and any of its related bodies corporate;
  - b. for that information to be used as intended in this Promotion; and
  - c. to be contacted by the Promoter or any of its related bodies corporate in relation to this Promotion.

### **5. DETERMINING PRIZE WINNERS**

- 5.1 If the prize is awarded by judging, the judging will take place in accordance with Item 9: Judging Details.
- 5.2 If the prize is awarded via a prize draw, the draw will take place in accordance with Item 10: Draw Details.

- 5.3 Subject to State regulations, in the event that the Promoter becomes aware that the same person has been selected as a prize winner more than once, the Promoter will cause another name to be drawn/selected in their place.

## **6. PRIZES**

- 6.1 All prizes are awarded in accordance with Item 11: Prize Details.
- 6.2 All prize values are the recommended retail value as provided by the supplier, are in Australian dollars and are correct at the time of printing. The Promoter takes no responsibility for variations in the prize value.

## **7. PRIZE CONDITIONS**

- 7.1 The Promoter does not warrant the merchantability, suitability and/or fitness for purpose of any goods and/or service awarded as a prize.
- 7.2 No other costs will be included and all expenses (including, but not limited to, the costs of transport to and from a prize venue and meals), other than those specifically referred to in item 11: Prize Details, will be at each winner's and (if applicable) their accompanying guest's cost. Any accommodation is for room charges only.
- 7.3 All prizes are subject to availability, non transferable and non exchangeable, must be used on any dates specified in these terms and conditions, by the Promoter and/or the prize provider and are not redeemable for cash unless cash is specified. Specifically, prizes may not be valid during school holidays or other peak times designated by the prize supplier.
- 7.4 The Promoter will not award the prize if the Promotion is terminated for whatever reason.

## **8. NOTIFICATION**

- 8.1 All prize winner(s) will be notified either:
- a. In writing
  - b. By telephone
- 8.2 Details of prize winners will be published in accordance with Item 12: Prize Winner Publication Details, if applicable.

## **9. PRIZE COLLECTION**

- 9.1 Prize winners will be required to collect their prize from the Promoter at the address listed in Item 3 of the Terms and Conditions Schedule unless otherwise stated in item 11: Prize Details or informed by the Promoter at the time of winning. The Promoter reserves the right to request winners to provide proof of identity, proof of residency and/or proof of entry validity (for example, a phone bill or store receipt for purchase requirement) in order to claim a prize. Proof of identity, residency and/or entry validity considered suitable for verification is at the Promoter's discretion. Where multiple entries are permitted provided that the entrant meets a purchase requirement in respect of each entry, entrants must retain their proof of purchase for each entry submitted and failure to do so may, at the promoter's sole discretion, invalidate all their entries. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
- 9.2 If requested by the Promoter at any time prior to receipt of a prize, all prize winners must sign these terms and conditions in a form prescribed by the Promoter in order to receive their prize.

## **10. PRIZE AVAILABILITY**

The Promoter will not be responsible or liable if for any reason beyond their reasonable control any element of any prize is not provided. The Promoter may, subject to State regulations, substitute a different prize of equivalent value in place of any prize referred to in these Terms and Conditions or the Terms and Conditions Schedule.

## **11. TAXES**

Any tax payable as a result of a prize being awarded or received will be the responsibility of the winner. Winners should seek independent financial advice prior to accepting a prize if this is a concern.

## **12. UNCLAIMED PRIZES**

Prizes unclaimed after a period of three (3) months will be forfeited subject to State regulations.

### **13. PUBLICITY MATERIALS**

- 13.1 It is a condition of entry that the Promoter has the right to publicise, broadcast or communicate to the public the names, characters, likenesses or voices of any entrants for any promotion or matter incidental to the Promotion.
- 13.2 Entrants may be required by the Promoter to participate in photo, recording, video and/or film session(s) (the "publicity materials") and acknowledge that the Promoter has the right to use such publicity materials in any medium (including, without limitation, the internet) and in any reasonable manner it sees fit, unless that person advises the Promoter at the time of entering the Promotion that he/she wishes to retain his/her anonymity.
- 13.3 Entrants also acknowledge that the publicity materials may be provided to the prize provider for the purposes of promotional display.

### **14. COPYRIGHT AND MORAL RIGHTS**

By entering this Promotion all entrants:

- a. Assign to the Promoter all rights including present and future copyright in their entry (including any Submission) and publicity material in all media (including, without limitation, the internet) and whether in existence not or created in the future;
- b. consent to any use of their entry which may otherwise infringe their moral rights and agree not to assert any moral rights in respect of their entry, (including any Submission) and the publicity materials (wherever and whenever such rights are recognised) against the Promoter, its assigns, licensees and successors in title; and
- c. Undertake to the Promoter that their entry (including any Submission) is not in breach of any third party intellectual property rights.

### **15. RELEASE AND INDEMNITY**

To the extent permitted by law, all entrants release the Promoter from, and indemnify the Promoter against, all liability, cost, loss or expense arising out of participation in the Promotion and/or acceptance and use of any prize(s) including (but not limited to) loss of income, loss of opportunity, personal injury and damage to property, whether direct, indirect, special or consequential, foreseeable, due to some negligent act or omission or otherwise.

### **16. TAMPERING AND OTHER MATTERS**

- 16.1 If for any reason this Promotion is not capable of running as planned as a result of any (including but not limited to) technical failures, unauthorised intervention, computer virus, mobile phone failure, tampering, fraud or any other causes beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter reserves the right (subject to State regulations) to cancel, terminate, modify or suspend the promotion and/or any draw/s or judging related to the promotion and/or disqualify any individual who (whether directly or indirectly) causes the same.
- 16.2 The Promoter accepts no responsibility for any late, lost or misdirected entries including but not limited to electronic messages not received by the Promoter due to technical disruptions, network congestion or other reasons. The use of any automated entry software or any other mechanical or electronic means that permits any person to enter the Promotion repeatedly is prohibited.

### **17. FACEBOOK**

- 17.1 This clause applies where the promotion is operated or promoted via Facebook.
- 17.2 Entry and continued participation in the competition is dependent on Participants following and acting in accordance with the Facebook Statement of Rights and Responsibilities, which can be viewed at <http://www.facebook.com/terms.php>.
- 17.3 This competition adheres to the terms and conditions set out in the Facebook promotion guidelines which can be found at: [http://www.facebook.com/promotions\\_guidelines.php#promotionsguidelines](http://www.facebook.com/promotions_guidelines.php#promotionsguidelines).
- 17.4 This competition is in no way sponsored, endorsed or administered by, or associated with, Facebook. Participants understand that they are providing their information to the Promoter and not to Facebook. The information a Participant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this competition must be directed to the Promoter and not to Facebook.
- 17.5 All Participants unconditionally and irrevocably release and discharge Facebook from any and all liability in relation to the competition.

## **18. INSTAGRAM**

18.1 This clause applies where the promotion is operated or promoted via Instagram.

18.2 Entry and continued participation in the competition is dependent on Participants following and acting in accordance with the Instagram Terms of Use, which can be viewed at <http://www.instagram.com/legal/terms/>.

18.3 This competition adheres to the terms and conditions set out in the Instagram promotion guidelines which can be found at: <https://help.instagram.com/179379842258600>.

18.4 This competition is in no way sponsored, endorsed or administered by, or associated with, Instagram. Participants understand that they are providing their information to the Promoter and not to Instagram. The information a Participant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this competition must be directed to the Promoter and not to Instagram.

18.5 All Participants unconditionally and irrevocably release and discharge Instagram from any and all liability in relation to the competition.

## **19. TERMINATION OF PROMOTION**

The Promoter may (subject to State Regulations) vary the terms of, or terminate, this Promotion at any time at its absolute discretion without liability to any contestant or other person. The Promoter will not award the prize if the Promotion is terminated.

## **20. DECISIONS FINAL**

All decisions and actions of the Promoter relating to the Promotion and/or redemption of the prizes are excised accordingly at its absolute discretion are final. No discussions or correspondence with entrants or any other person will be entered into.

## **21. FAILURE TO ENFORCE TERMS AND CONDITIONS**

A failure by the Promoter to enforce any one of these terms and conditions in any instance(s) will not give rise to any claim or right of action by any other person or contestant.

## **22. PERSONAL INFORMATION AND PRIVACY**

The personal information supplied by entrants when entering this Promotion will be used by the Promoter for the purpose of conducting this Promotion and as set out in item 14: Use of Personal Information. Please also refer to the Promoter's Privacy Policy by visiting the website identified in Item 4: Website for more information as entry in this Promotion is an agreement to be bound by that policy in respect of personal information submitted in this Promotion. Entrants may have their details removed from the Promoter's database by contacting the Promoter using any of the details in Item 3: Promoter or by sending an email to [privacyofficeraustralasia@hanes.com](mailto:privacyofficeraustralasia@hanes.com). If an entrant's details are removed prior to the conclusion of the Promotion and/or award of prize(s), entrants will forfeit their right to claim any prizes.

## **23. GOVERNING LAW AND JURISDICTION**

This Promotion is governed by the laws of Victoria. Entrants submit to the jurisdiction of the courts of that State.