

L'Oreal - Win \$25,000 Towards a Trip – August Promotion Terms & Conditions ("Conditions of Entry")

Schedule	
Promotion:	L'Oreal – Win \$25,000 Towards a Trip – August Promotion
Promoter:	L'Oreal Australia Pty Ltd ABN 40 004 191 673, 564 St Kilda Road, Melbourne, VIC 3004, Australia. Ph: 03 8680 0000 For any inquiries regarding this Promotion, please contact the Promoter on 03 8680 0000
Promotional Period:	Start date: 21/08/24 at 09:00 am AEST End date: 01/10/24 at 11:59 pm AEST
Eligible entrants:	Entry is only open to Australian residents who are 18 years and over.
How to Enter:	To enter the Promotion, the entrant must complete the following steps during the Promotional Period: a) purchase any two (2) or more products from L'Oreal Paris, Garnier, Maybelline or Thayers brands in one (1) transaction from any Coles store displaying promotional material (including online but excluding Coles Express outlets) ("Participating Venues"); and b) visit lorealdreamtrip.kopromos.com.au, follow the prompts to the Promotion entry page; and fully complete and submit the online entry form with their personal details (first name, last name, email address and phone number), proof of purchase (original receipt) and an answer to the question "In 25 words or less, tell us your dream holiday destination and why." The instant winners will be notified on screen upon entry form submission, subject to verification. All entries will be eligible to win the major prize. Proof of purchase: The entrant must retain proof of purchase. The proof of purchase required is an original receipt. The entrant must fill out the online entry form for every entry.
Entries permitted:	Entrants may enter multiple times provided each entry is submitted separately in accordance with the entry instructions above. Each entry submitted by an entrant must contain a different answer to the promotional question. The entrant is eligible to win a maximum of one (1) minor prize (excludes SA). By completing the entry method, the entrant will receive one (1) entry.
Total Prize Pool:	AUD \$50,000.00.

Prize Description	Number of this prize	Value (per prize)	Winning Method
Major Prize: The prize is \$25,000 worth of Flight Centre gift cards to put towards your dream trip consisting of: <ul style="list-style-type: none"> • 6 x \$4,000 Flight Centre gift cards; and • 1 x \$1,000 Flight Centre gift card. 	1	AUD\$25,000.00	Draw: computerised random selection - 02/10/24 at 12:00 pm AEST
Minor Prize: The prize is a \$50 Coles digital gift card.	500	AUD\$50.00	Instant Win
Prize Conditions:	Any ancillary costs associated with redeeming the gift card are not included. Any unused balance of the gift card will not be awarded as cash. Redemption of the gift card is subject to any terms and conditions of the issuer including those specified on the gift card. The Major Prize will be awarded to the winner in seven (7) Flight Centre gift cards containing the following amounts: 6 x \$4,000 gift cards; and 1 x \$1,000 gift card.		

Winner notification:	The Major Prize winner will be contacted by email within seven (7) business days of the draw. The winner will be published at lorealdreamtrip.kopromos.com.au by 09/10/24.
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	The instant winners will be notified on screen upon entry form submission, subject to verification.
Unclaimed Prizes:	<p>The Major Prize must be claimed by 02/12/24 at 12:00 pm AEDT. In the event of an unclaimed prize, the prize will be redrawn on 03/12/24 at 12:00 pm AEDT at Plexus, Level 4, 411 Collins Street, Melbourne VIC 3000. The winner of the redraw will be notified by email within seven (7) days of the redraw. The winner will be notified publicly (and their details published) at lorealdreamtrip.kopromos.com.au by 10/12/24.</p> <p>There will be no unclaimed prize draw for instant win prizes as they are considered claimed once successfully sent to each winner's email/residential address. It is an entrant's responsibility to ensure that they enter their email address/residential address correctly.</p>

1. The entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
2. The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
3. Valid and eligible entries will be accepted during the Promotional Period.
4. Employees (and their immediate family members) of the Participating Venues, agencies/companies directly associated with the conduct of this Promotion, the Promoter, businesses involved in determination of winner/s for the Promotion, businesses involved in the management of the Promotion, any organisation benefiting from the Promotion, the Promoter's distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter. "Immediate family member" 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 1st cousin.

5. Draw:

- a) The draw will take place at Plexus, Level 4, 411 Collins Street, Melbourne VIC 3000 at 12:00 pm AEST on 02/10/24 using computerised random selection.
 - i) The first valid entry drawn will be the winner of the prize specified in the Schedule above.
- b) The draw conductor may draw additional reserve entries in case an invalid entry or entrant is drawn.
- c) If a draw is scheduled on the weekend or a public holiday, the draw will be conducted at the same time and location on the following business day. The Promoter will ensure each draw is open for public scrutiny and anyone may witness the draw on request. The winner of a drawn prize is determined by chance.

6. Instant Win:

- a) Winners will be notified immediately if they have won on screen upon entry form submission, subject to verification.
 - b) Quality control errors will not invalidate an otherwise valid prize claim.
 - c) Unless otherwise due to fraud or ineligibility under these Conditions of Entry, all prize claims in excess of the advertised prize pool will be honoured.
 - d) Instant win game materials void if stolen, forged, mutilated or tampered with in any way.
7. All reasonable attempts will be made to contact the Major Prize winner.
 8. If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize within a reasonable time, as specified by the Promoter, or is unavailable, they forfeit the prize and the Promoter is not obliged to substitute the prize.
 9. Where entry is allowed by purchase or subscription, the cost of the product or service is no greater than the cost would be without the opportunity to participate in the Promotion.
 10. Entrants must keep their proof of purchase specified in the 'How to Enter' section for each entry as proof of purchase ("Proof of Purchase"). If an entrant fails to produce the Proof of Purchase for a specific entry or each entry, as and when requested by the Promoter, the Promoter has the right to invalidate the entrant's respective entry/entries for which Proof of Purchase cannot be provided and/or all entries submitted by that entrant and/or forfeit the entrant's right to a prize. Purchase

receipt(s) must clearly specify: (a) the store of purchase as an eligible store; (b) the required product/s or service/s to be purchased for entry; and (c) that the purchase was made during the Promotional Period and prior to entry.

11. If a prize (or portion of a prize) is unavailable the Promoter reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and specification.
12. No entry fee is charged by the Promoter to enter the Promotion. Where entry is allowed online, there is no additional cost to enter the Promotion other than any cost paid by the entrant to access the website or social media platform of entry via their Internet service provider.
13. Each prize will be awarded to the person named in the entry and any entry that is made on behalf of an entrant or by a third party will be invalid. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.
14. All entries will be the property of the Promoter. The information entrants provide will be used by the Promoter for the purpose of conducting this competition. The Promoter may collect entrants' personal information (including through its contractors or agents) or disclose entrants' personal information to its contractors and agents to assist in conducting this competition or communicating with, or developing its relationship with, entrants including to overseas locations such as New Zealand, the USA, Canada, Singapore and other countries in Asia and the EU. By entering this promotion, entrants consent to the storage of their personal information on the Promoter's database and the Promoter may use this information for future competition and marketing purposes regarding its products, including contacting the entrant via electronic messaging. By entering this promotion, entrants consent to receiving SMS or email messages from the Promoter. The Promoter is bound by the Privacy Principles in the Privacy Act 1988. Entrants can request access to the personal information the Promoter holds about them by contacting the Promoter at the address stated in the Promoter section of these conditions. The Promoter's Privacy Policy, located at <https://www.loreal.com/en/australia/pages/group/privacy-policy-australia/> (for Australia) and <https://www.loreal.com/en/new-zealand/pages/group/privacy-policy-new-zealand/> (for New Zealand), contains information about: (a) how entrants can seek access to the personal information the Promoter holds about them and seek the correction of such information; and (b) how entrants can complain about a privacy breach and how the Promoter will deal with such a complaint.
15. The Promoter reserves the right to refuse to allow a winner to take part in any or all aspects of a prize, if the Promoter determines in their absolute discretion, that a winner is not in the physical or mental condition necessary to be able to safely participate in or accept the prize. It is a condition of accepting the prize that a winner may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a prize.
16. If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Conditions of Entry in the event of any inconsistency. To the extent permitted by law the Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.
17. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).
18. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, 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.
19. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any

other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.

20. All material submitted on entry (e.g. answer(s) to a promotional question) must NOT: (a) be in breach of any laws, regulations and rights, e.g. any laws regarding intellectual property (copyright, trademarks, etc), defamation and privacy; (b) be defamatory, obscene, derogatory, pornographic, sexually inappropriate, contain nudity, aggressive, violent, abusive, harassing, threatening, objectionable or discriminate/vilify any section of the community with respect to race, ethnicity, nationality, religion, origin, sexual preference, mental illness, disability or gender or unsuitable for publication; or (c) contain viruses. Entrants warrant that they own or have the right to license the copyright in any entry submitted by them into this Promotion, for the purposes of this Promotion, that no rights have been granted to any third party in respect of any such entry which would prevent the entry being used as contemplated by this Promotion, and that the use by the Promoter of any such entry will not breach any laws or infringe the rights of any person (including without limitation with respect to privacy, intellectual property and defamation). Entrants must obtain prior consent from any person or from the owner(s) of any property that appears in their entry. By entering, all entrants license and grant the Promoter, its affiliates and sub-licensees an exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (including any portion of their entry) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability. Entrants agree that their entry is their original work and does not infringe the rights of third parties, or that they have obtained full prior consent from any person who has jointly created or has any rights in the aforementioned material. Entrants consent to any use of their entry that may otherwise infringe their moral rights. Entrants are responsible for all materials they submit on entry. The Promoter will not be liable for any entries, to the extent permitted by law. The Promoter reserves the right to remove, request removal or decline to publish any entry or portion of an entry for any reason whatsoever, including if in breach of these Terms and Conditions. The Promoter will have no liability to entrants if it exercises this right and entrants must comply with any request made by the Promoter pursuant to this paragraph. The entrants warrants and represents that any material sent or provided by the entrant to the Promoter will not infringe any copyright, trademarks or other intellectual property rights of any third party (including moral rights) and that the entrant has all rights to use the materials and has obtained all necessary consents to comply with any relevant privacy and/or confidentiality requirements. Entrants agree to indemnify the Promoter for any breach of the Terms and Conditions including this clause.
21. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that there is a dispute concerning the conduct of the Promotion or claiming a prize, the Promoter will resolve the dispute in direct consultation with the entrant. If the dispute cannot be resolved the Promoter's decision will be final.
22. 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 or wilful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation). For the sake of clarity, this clause shall not apply where the Promoter has contributed to or caused such loss, expense, damage, personal injury or death and shall not apply to any liability which cannot be excluded by law (in each case the Promoter's liability is limited to the minimum allowable by law).
23. The winner(s) will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.
24. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.
25. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
26. Authorised under: ACT Permit No. TP 24/01779, NSW Authority No. TP/15 and SA Permit No. T24/1379.