

Entry into the Review \$200 Gift Card competition ("Competition") is deemed acceptance of these Terms and Conditions. Instructions on 'How to enter' also form part of these Terms and Conditions.

For the purpose of these Terms and Conditions, the Promoter is Seafolly Australia of 41-43 Bourke Road, Building 3 & 4 The Mill, Alexandria, NSW, Australia, 2015. (ABN: 43 001 537 748) ("Promoter").

The promoter can be contacted at:

Email: shop@seafolly.com.au

Phone: [1300 420 811](tel:1300420811)

ELIGIBLE ENTRANTS

1. Australian residents who are 18 years or older
2. Entrants must write a review of a product on Seafolly.com/au in order to enter this Competition. ("Entrant")

INELIGIBLE ENTRANTS

1. Directors, management, officers, employees and contractors of the Promoter and associated agencies, retailers, suppliers and companies, and their immediate families.
2. For the purposes of this clause, "immediate families" of an employee includes his or her spouse, ex-spouse, de facto spouse, child, step child, adopted child, parent, step-parent, grandparent, uncle, aunt, siblings, step-siblings, or first cousin.

COMPETITION PERIOD

The competition commences at 11.59pm AEDT on 1 February 2020 and ends at 11.59pm AEDT on 31 January 2021 ("Competition Period"). Entries received outside of the Competition period will not be accepted by the Promoter and will be deemed to be invalid.

HOW TO ENTER

1. This Competition is a game of chance and is authorised under the permits:
 - a. NSW permit number: LTPM/20/05303
2. To enter, the Entrant must be a verified buyer and write a product review at Seafolly.com/au
3. To receive automatic entry, eligible individuals must have been sent an invitation to submit a review by Seafolly, be a verified buyer, and successfully completed the review by 11.59pm AEST on the last day of the calendar month in which they were invited to participate.

LIMITS OF ENTRY

1. There is a limit of one (1) entry per eligible individual per month.
2. Multiple entries are permitted within the Competition Period for every review submitted at Seafolly.com/au.
3. An entry must not be late, incomplete or incomprehensible or contain any content that infringes the rights (including intellectual property rights) of any person or is unlawful, obscene, offensive, defamatory, discriminatory, libellous, pornographic, or otherwise objectionable or inappropriate, or capable of violating any law or giving rise to any civil liability.
4. The time of entry will be deemed by the time the entry is received by the Promoter and not the time of transmission by the Entrant.

5. Any costs associated with entering this Competition are the responsibility of each Entrant.

JUDGING CRITERIA

1. This Competition is a game of chance and skill plays no part in determining the Winners.
2. The Promoter's decision in relation to any or all aspects of this Competition is at its complete discretion, final and binding on all persons who enter into this Competition and no correspondence will be entered into.

PRIZE DRAW

1. There will be (1) draw conducted on the first business day following each of the 12 calendar months that this competition runs.
2. A draw of all valid Entries received within the Competition Period will be drawn at the Promoter's head office at 41-43 Bourke Road, Building 3 & 4 The Mill, Alexandria, NSW, Australia, 2015, at 3pm AEDT.
3. The monthly winner will be the first valid entry drawn by random selection and will receive a \$200 digital gift card via email to their nominated email address.

PRIZE DETAILS

1. The prize consists of one of twelve \$200 digital gift cards, with one winner selected each month between February 2020 and January 2021. Total prize pool value is \$2,400. Prize is not transferable or exchangeable.
2. The 1 Entrant who is drawn as the Winning Entry (the "Winner") will win a \$200 Seafolly Gift Card. ("Prize").
3. The value of the Prize is AUD\$200.
4. Only one Prize will be drawn per month.

NOTIFICATION OF WINNERS

1. The monthly winner will be notified by email within two (2) business days of the draw by Seafolly and their name will be published online at [Seafolly.com/au](https://www.seafolly.com/au).
2. If the Winner is not contactable or if there are any unclaimed or un-awarded prizes within seven (7) days after the notice is sent, or if their entry is deemed invalid, the Promoter may conduct a prize re-draw ("Re-Draw") at the same place as the original draw.

PRIZE LIMITATIONS

1. The Prize is not transferable and is not redeemable for cash. The Prize must be taken as stated and no compensation will be paid if a Winner is unable to use the Prize. In the event that the Prize becomes unavailable for reasons beyond the Promoter's control, the Promoter may substitute a Prize, or element of it, of equal or greater value.
2. The Winners must be ready, willing and able to receive and or/participate in the Prize as required by these terms and conditions.
 - a. The Prize will only be valid and able to be redeemed within 3 years from the date of the Prize being issued, and may only be redeemed in accordance with the Promoter's standard terms and conditions relating to Seafolly Gift Card, available at <https://www.seafolly.com/au/terms.html#tcs11>
 - b. Gift Cards can only be redeemed via [Seafolly.com/au](https://www.seafolly.com/au) or in a Seafolly concept store.
 - c. Gift Cards have no cash value and may not be transferred or exchanged for cash.

- d. Once awarded, the Promoter is not liable for any gift card/voucher that has been lost, stolen, forged, damaged or tampered with in any way.

INTELLECTUAL PROPERTY

1. Upon Entry, all Entries and content contained in those entries become the property of the Promoter. Each Entrant assigns all proprietary rights (including any intellectual property rights) they have in their Entry to the Promoter.
2. The Promoter has the right to modify, adapt or alter the design and use the Entry (whether in original or modified form, in whole or in part) across any communication or marketing platform owned or used by the Promoter. The Promoter is entitled to use any of the submitted Entries for any purpose, including (but not limited to) any future promotion, marketing or publicity purposes.
3. By entering this Competition, each Entrant warrants to the Promoter that their submitted Entry is an original work of the Entrant, has not been previously published or won any award and does not contain any material which would infringe the rights of any third party, including any copyright, trademark or other third party intellectual property rights.
4. The Entrant agrees to indemnify the Promoter and keep the promoter indemnified against all claims and costs incurred by third parties arising from a breach of the warranties set out in this clause.
5. The promoter reserves the right to verify, or to require the Entrant to verify, that the Entry is the Entrant's original work. If an Entry cannot be verified to the Promoter's satisfaction, the Entry will be disqualified.

PRIVACY

1. The Promoter will collect Entrants' personal information in order to conduct the Competition and also in order to conduct advertisements, publications, media statements and other promotional material associated with the Competition. If the information requested is not provided, the Entrant may not participate in the Competition. The collection, use and disclosure of personal information provided in connection with this Competition is governed by the Promoter's privacy policy, available at <https://www.seafolly.com/au/privacy-policy.html>
2. Entrants consent to the Promoter using the Entrant's name, likeness, image and/or voice in the event that they are a Winner (including photograph, film, file and/or recording of the same) in any media for an unlimited period of time without remuneration for the purpose of promoting this Competition (including any outcome), and promoting any goods or services provided by the Promoter.
3. By entering the Competition, the Entrant consents to receipt of information (including via post, phone, email and SMS) regarding the Competition and other emails or communications which inform the Entrant of the Promoter's other publications, products, services and events and to promote third party goods and services the Entrant may be interested in. The Promoter may continue to provide the Entrant with this information for an indefinite period unless and until advised otherwise by the Entrant.

AUSTRALIAN CONSUMER LAW

1. The Promoter shall not be liable for any loss, damage or injury suffered or sustained as a result of accepting and/or using a Prize in relation to the promotion, except for any liability which cannot be excluded by law.
2. Any prize supplied by a third party supplier is subject to the terms and conditions of that third party supplier. The Promoter is not responsible or liable for any loss, damage or injury suffered by any winner as a result of the conduct of any third party supplier or otherwise as a result of the winner accepting and/or using the prize, except for any liability which cannot be excluded by law. Nothing in these conditions 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).
3. If in the conduct of this Promotion, the Promoter is liable for a breach of any guarantee, warranty, condition or other term that applies under the Competition and Consumer Act 2010 (Cth) or is implied by any other commonwealth, state or territory law that cannot be excluded, the Promoter's liability under that legislation is limited, to the extent permitted by law, to the cost of replacement of any benefit or prize won.
4. Without limited the previous paragraph, the Promoter will not be liable for any damage, loss or delay in transit to the prize.

ADDITIONAL TERMS

1. No individual prize exceeds \$250 and total value of prizes do not exceed \$50,000.
2. This Competition, or any aspect of it, may be changed or withdrawn by the Promoter at any time without prior notification. In the event of any dispute, the Promoter will be the sole arbitrator and its decision will be final (subject to any laws that may apply).
3. Any attempt to deliberately damage the Promoter's promotional website or the information on the website, to cause malicious damage or interference with the normal functioning of the website, or to otherwise undermine the legitimate operation of this Competition may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to seek damages to the fullest extent permitted by law.
4. If the Promoter suffers loss or incurs any costs in connection with any breach of these conditions of Entry or any other legal obligation by an Entrant, the Entrant agrees to indemnify the Promoter for those losses, damages and costs.
5. Any provision in these terms and conditions which is invalid or unenforceable in any jurisdiction is to be read down for the purpose of that jurisdiction, if possible, so as to be valid and enforceable, and otherwise must be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of these Terms and Conditions or affecting the validity or enforceability of that provision in any other jurisdiction.
6. These Terms and Conditions are governed by, and are to be construed in accordance with, the laws enforceable in New South Wales, Australia. Each party submits to the exclusive jurisdiction of the courts exercising jurisdiction in New South Wales, Australia and any court hearing appeals from those courts.