

## Win a Trip with Seafolly Competition

### ENTRY INSTRUCTIONS

To enter the Win a Trip with Seafolly ("Competition"), the person entering this Competition ("Entrant") must:

**Sign up or sign in to The Beach Club and make a purchase of Seafolly product at any Seafolly concept store in Australia (excluding NT, Seafolly & Sunburn outlets, Seafolly Newcastle and Seafolly Melbourne Central), any Sunburn store, or online at [www.seafolly.com/au](http://www.seafolly.com/au) or [www.sunburnswimwear.com.au](http://www.sunburnswimwear.com.au) during the competition period ("Entry").**

**Multiple entries are permitted during the duration of the competition. i.e. spend 3 times within the Competition Period and receive 3 different entries. No minimum spend, excludes the purchase of gift cards.**

**Each Entry will automatically enter the Eligible Entrant into the prize draw.**

1. Entry into the Competition is deemed acceptance of these Terms and Conditions. Entry instructions and prize information form part of these Terms and Conditions.
2. This Competition is a game of chance and is authorised under the permits.
  - NSW permit number: LTPS/19/31677
  - SA permit number: T19/137
  - ACT permit number: ACT TP 19/02631
3. 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").

### COMPETITION PERIOD

4. The Competition commences at 9:00 AEDST on Thursday 14 February 2019 and ends at 23:59 AEDST on Sunday 31 March 2019. ("Competition Period"). Entries received outside of the Competition Period will not be accepted by the Promoter and will be deemed to be invalid.
5. The time of entry will be deemed to be the time the entry is received by the Promoter and not the time of transmission by the Entrant.

### ELIGIBILITY TO ENTER

6. Entry is open to Australian residents who are 18 years or older and living in Australia.
7. Directors, management, officers, employees and contractors of the Promoter and associated agencies, retailers, suppliers and companies, and their immediate families are ineligible to enter this Competition. For the purposes of this clause, "immediate families" 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, whether or not they live in the same household as the director, manager, officer, employee or contractor.

8. Entrants must be a member of Seafolly or Sunburn's loyalty program, The Beach Club, in order to enter this Competition ("Eligible Entrant"). If an Entrant is not a member of The Beach Club and wishes to participate in this Competition, the Entrant should first visit [Seafolly.com/au](http://Seafolly.com/au) to become a member.

#### **ENTRY INTO THE COMPETITION**

9. The Entrant may enter as many times as they like throughout the Competition Period provided that each entry meets the entry criteria.
10. The Entrant may only have one entry per day. i.e. if the Entrant has 2 different transactions within the same day, the entry will only be counted once.
11. To enter the Competition, Entrants must follow the entry instructions and comply with all other applicable requirements during the Competition Period. Entries must be submitted in accordance with the entry instructions and will not be accepted in any other form.
12. Once submitted, no changes to or withdrawal of an Entry will be permitted.
13. 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. 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.
14. Any Entry that is made on behalf of an Entrant by a third party, or otherwise by proxy, will be invalid.
15. The Promoter reserves the right to, at any time, and in its absolute discretion:
  - remove, edit, modify or take down in full or in part, from any communication channels or platforms, on which the Entries have been published, any Entry, including (but not limited to) any Entry that the Promoter deems, in its sole discretion, to not be in the spirit of this Competition, to be offensive or in breach of these Terms and Conditions, any legislation, regulations or by-laws;
  - verify the validity of Entries and Entrants (including an Entrant's identity, age, and place of residence). In the event that suitable proof cannot be provided to verify the validity of the Entry and Entrants, the prize will be forfeited in whole and no substitute will be offered ;and
  - disqualify any Entrant who submits an Entry that is not in accordance with these Terms and Conditions (or any other content guidelines notified by the Promoter during the Entry process for the Promotion) or who interferes or tampers with the Entry process or if the Entrant is engaged in any unlawful or other misconduct calculated to jeopardise the fair and proper conduct of the Competition. The Promoter's legal rights to recover damages or other compensation from such an Entrant are reserved.

16. Despite anything to the contrary in these Terms and Conditions, errors and omissions may be accepted at the Promoter's complete discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
17. Any costs associated with entering this Competition are the responsibility of each Entrant.
18. The Promoter accepts no responsibility for late, lost or misdirected Entries or other communications. Entries will be deemed void if forged, manipulated or tampered with in any way. Incomplete, indecipherable, or illegible Entries will also be deemed invalid and will not be included in the Competition. The Promoter cannot accept responsibility for any entry not received. The Promoter assumes no responsibility for any failure to receive an entry or for inaccurate information or for any loss, damage or injury as a result of technical or telecommunications problems, including security breaches.

#### **PRIZE DRAW CRITERIA**

18. The drawing of all valid Prize Draw Entries received within the Competition Period will be conducted by random draw at the Promoter's head office at 41-43 Bourke Road, Building 3 & 4, The Mill, Alexandria, NSW, Australia, 2015 on Monday 1 April at 12:00PM AEDST.
19. 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 INFORMATION**

24. Prize Draw: The 1, Entrant who is successfully drawn in the Prize Draw ("Prize Winner") will win:
  - Four (4) Flight Centre Gift Vouchers worth AUD \$2,000 each (AUD \$8,000 in total) to be used towards flights to/from Australia to Europe
  - Four (4) nights accommodation for four (4) adults at the Paradiso Art Hotel in Ibiza with a value of \$AUD 2,000
  - Four (4) Seafolly Gift Cards redeemable for product worth AUD \$500 each (\$AUD \$2,000 total) provided by Seafolly Australia
25. The four (4) Flight Centre Gift Vouchers will be redeemable by the winner and/or their designated travel companions and are subject to Flight Centre Gift Vouchers and Gift Cards terms of use listed at: <https://www.flightcentre.com.au/gift-card-terms-and-conditions>. The maximum total value of the Prizes awarded in this Competition is AUD\$11,000.
26. Prize values are based upon the recommended retail prices at the time of printing (inclusive of GST). The Promoter accepts no responsibility for change in prize value between now and the ultimate prize redemption date.
27. 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.
28. The Winners must be ready, willing and able to receive and/or participate in the Prize as required by these terms and conditions.

29. The Winner must retain proof of purchase of their qualifying in order to be eligible to receive the Prize. If the product purchased as part of the qualifying entry is returned, that entry will be disqualified from this Competition.
30. The Promoter is not liable for any claims or actions relating directly or indirectly to the Prize, including without limitation, personal injury or death.

#### **NOTIFICATION OF WINNERS**

40. The Winner of the Prize Draw will be notified via email and will have their name published on the Promoters website [www.seafolly.com/au](http://www.seafolly.com/au) within five (5) business days of the competition draw date of 01/04/2019.
41. All reasonable attempts will be made to contact the Prize Winner. The Promoter will take no responsibility if a Winner's details are incorrect or incomplete and the Winner cannot be contacted.
42. If The Prize Winner is not contactable or if there are any unclaimed or un-awarded prizes within 3 months after the notice is sent, or if their entry is deemed invalid, the Promoter may conduct a prize re-draw ("Re-Draw") on 08/07/2019 at 10AM the same place as the original draw. If a winner is drawn they will be contacted by email and will have their name published on the Promoters website [www.seafolly.com/au](http://www.seafolly.com/au) in line with the competition re-draw date of 09/07/2019.

#### **PRIVACY**

44. 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>
45. 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.

#### **ADDITIONAL TERMS**

47. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees or implied warranties as provided under any applicable consumer protection laws.
48. Except for any liability which cannot be excluded by law, the Promoter and its associated companies are not responsible for and exclude 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:

- any problems or technical malfunction (whether or not under the Promoter's control) of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, technical problems or traffic congestion on any computer system or at any website, or any combination thereof, including (but not limited to) any injury or damage to Entrants or any other person's property related to or resulting from participation in this Competition;
- any incorrect or inaccurate information, either caused by users or by any of the equipment or programming associated with or utilised in connection with this Competition, or by any technical error that may occur in the course of this Competition;
- any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or third part interference or unauthorised access to or alteration of entries or entrants details;
- any Entry that is late, lost, altered, damaged or misdirected (whether or not after receipt by the Promoter);
- any tax liability incurred by a winner or entrant (independent financial advice should be sought);
- any additional fees including but not limited to shipping costs, extra upgrade costs and or ownership costs incurred by the winner outside of the prize details;
- participation in this Competition; or
- cancellation of this Competition.

49. 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).

50. 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. 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.

51. 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.

52. These Terms and Conditions embody the entire agreement between the Promoter and each Entrant with respect to this Competition.

53. 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.

54. If you wish to opt out of this competition, or have any questions, please contact the Promoter at: Email: [thebeachclub@seafolly.com.au](mailto:thebeachclub@seafolly.com.au) Phone: [1300 420 811](tel:1300420811)