

## Terms and Conditions Schedule

# CHICAGO

THE RAZZLE DAZZLE BROADWAY MUSICAL



<b>Item 1: Promotion Name</b>	Win a Chicago the Musical experience with Voodoo and Myer
<b>Item 2: Permit Number</b>	NSW: LTPS/19/35944 ACT: ACT TP 19/03693 SA: T19/1094
<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, Victoria 3101 Email: jane.nguyen@hanes.com Phone: (03) 8862 1400
<b>Item 4: Website</b>	<a href="http://www.voodoohosiery.com.au/competition">http://www.voodoohosiery.com.au/competition</a>
<b>Item 5: Promotion Period</b>	Start Date: 8 July 2019 at 12:01am AEST End date: 1 September 2019 at 11:59pm AEST
<b>Item 6: Entrant Restrictions</b>	Entrants need to be resident in Australia. If aged under 18 years of age, entrants must have their parent or legal guardian's consent to enter the promotion and accept a prize.
<b>Item 7: Method of Entry</b>	<p>To enter the promotion, during the Promotion Period, entrants must:</p> <ol style="list-style-type: none"><li>1. Purchase any two Voodoo branded hosiery products (excluding clearance items) from any Myer store (including online) in a single transaction;</li><li>2. Visit the Website (<a href="http://www.voodoohosiery.com.au/competition">www.voodoohosiery.com.au/competition</a>) and fully complete and submit the online entry form with their personal details (first and last name; email address, phone number and post code) and purchase details (Myer receipt number and date).</li></ol> <p>Multiple entries are accepted provided that each entry must correspond to a separate qualifying purchase.</p> <p>Entrants, in the event that they are a winner, will be required to provide proof of each qualifying purchase for each of their entries. If they are unable to provide proof of purchase for each entry, all their entries will be invalidated and a new winner selected.</p>
<b>Item 8: Judging Details</b>	N/A

<b>Item 9: Draw Details</b>	A prize draw will be conducted in respect of all valid entries received during the Promotion Period on Tuesday 3 September 2019 at 10:00am AEST at Level 1, 115 Cotham Road, Kew, Victoria 3101. The first valid entry randomly drawn will win the Major Prize. The next ninety (90) valid entries randomly drawn will each win a Runner Up Prize. An additional 91 entries will be randomly drawn from all remaining entries and will form the potential unclaimed prize winners if required in accordance with Item 12.
<b>Item 10: Prize Details</b>	<p>The Major Prize is:</p> <ul style="list-style-type: none"> <li>• 2 x 'Premium' tickets to Chicago the Musical to attend either the Sydney, Brisbane or Melbourne season of the show (as selected by the winner and arranged with the Promoter or their prize supplier) valued at \$600.</li> <li>• 1 night's accommodation for 2 people in a minimum 4 star hotel in either Brisbane, Sydney or Melbourne, at the partner hotel in the relevant city, valued at \$300.</li> <li>• A VIP experience of a meet and greet with the cast of the musical, back stage after the show and a tour of the set and signed program, valued at \$5800.</li> <li>• A contribution of up to \$500 to the costs of flights in the event that the winner lives in a different state to where they are attending the Chicago the Musical show.</li> <li>• Voodoo products to the value of \$500.</li> </ul> <p>Major Prize value: \$7,700 RRP</p> <p>The Runner Up Prizes:</p> <ul style="list-style-type: none"> <li>• There are 90 Runner Up Prizes</li> <li>• Each Runner Up Prize is 2 x 'A Reserve' tickets to Chicago the Musical to either the Sydney, Brisbane or Melbourne season (as selected by the winner and arranged with the Promoter or their prize supplier) valued at \$27,000</li> </ul> <p>Total Runner Up Prize value: \$27,000</p> <p>Total Prize Pool value: \$34,700</p> <p>To claim their prize, winners must contact the Promoter using the details provided in the email they receive notifying them that they are a winner. As the prizes involve tickets to an event, prizes must be claimed by COB AEST 9 September 2019 or prizes will be forfeited. Winners must follow the directions of the Promoter to arrange final details of their prize, including the venue and date of the show that they will attend. Final details are subject to ticket availability and show dates/times.</p>
<b>Item 11: Prize Winner Publication Details</b>	<p>Winners will be notified by email by 2pm AEST on 3 September 2019, using the email address provided with their entry.</p> <p>Winners' details will be published at the Website (<a href="http://www.voodoohosiery.com.au/competition">www.voodoohosiery.com.au/competition</a>) on 12 September 2019.</p>

<p><b>Item 12: Unclaimed Prize Draw Date and Publication Date</b></p>	<p>If a prize is not claimed by COB AEST 9 September 2019, the relevant winner will forfeit their prize and the prize will be awarded to an unclaimed prize winner in order of drawing as described in Item 9: Draw Details. If the Major Prize is unclaimed, it will be awarded before any unclaimed Runner Up Prize.</p> <p>Unclaimed prize winners will be notified by email within 24 hours of the unclaimed prize award using the email address provided with their entry.</p> <p>Unclaimed prize winner details will be published at the Website (<a href="http://www.voodoohosiery.com.au/competition">www.voodoohosiery.com.au/competition</a>) on 12 September 2019.</p>
<p><b>Item 13: Use of Personal Information</b></p>	<p>The entrants' details will be used in relation to the conduct of this competition, including contacting winners and the delivery of prizes.</p> <p>Where entrants' have elected to be added to the Promoter's, or the Producers of the musical Chicago, Gordon Frost Organisation, marketing database for future marketing purposes, their details may be used for that purpose, subject to entrants subsequently unsubscribing from the Promoter's or Producer's database.</p>
<p><b>Item 14: Other Conditions</b></p>	<ul style="list-style-type: none"> <li>• Chicago Musical tickets are valid for the specified season, date and show at Producer's discretion and are non-transferrable and cannot be exchanged for cash. Tickets and prize will be forfeited if it cannot be used on said date, and cannot be transferred. Show session subject to availability and producer discretion. Tickets cannot be changed once issued. Shows subject to change and cancellation. The prize cannot be exchanged for cash.</li> <li>• Prizes do not include any ancillary costs associated with prize winners redeeming their prize such as mini bar charges, hotel room incidentals/ damage, baggage charges, travel insurance or similar. The Promoter will not be held accountable or responsible for these charges.</li> <li>• Tickets and prizing must be redeemed within their appropriate season as outlined below, otherwise they shall be forfeited: <ul style="list-style-type: none"> <li>- Sydney: 20 August – 20 October 2019</li> <li>- Brisbane: 1 November – 1 December 2019</li> <li>- Melbourne: 13 December 2019 – 23 February 2020</li> </ul> </li> </ul> <p>Dates subject to change and cancellation.</p>

## 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 14: 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 Period.

### 3. ELIGIBILITY

- 3.1 Entrants must at all times comply with Item 6: Entrant Restrictions. Those entrants who have not complied with Item 6: Entrant Restrictions will be disqualified.
- 3.2 Employees of the Promoter and its related bodies corporate, as well as the immediate families of those employees are 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 7: Method of Entry. Those entrants who have not complied with Item 7: 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 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 express 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.
- 4.8 Should the Promotion require the entrant to submit a photograph or other material as a part of entry into or participation in this Promotion ("Submission"), the entrant warrants in relation to any Submission:
  - a. that it does not contain any material that is unlawful or fraudulent or that may be in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, politically incorrect, violent, abusive, harassing, threatening, racist, ageist, sexist or otherwise unsuitable for publication;
  - b. they will only submit material which they have personally created or have the right to submit;
  - c. the Submission shall not contain viruses or cause injury or harm to any person or entity;

- d. if their Submission depicts any person other than the entrant, the entrant has obtained that person's consent to inclusion in their entry for the purposes of this promotion;
  - e. that it complies with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems;
  - f. they have the full authority to grant to the Promoter the rights referred to in these Terms and Conditions; and
  - g. they will indemnify the Promoter against all costs and claims by third parties arising from a breach of the warranties contained in these Terms and Conditions.
- 4.9 Entries submitted via SMS, email or other electronic means are deemed to be received at the time of receipt into the Promoter's database not at the time of transmission by the entrant.
- 4.10 If this Promotion involves:
- a. Entry via a phone call, each call is charged at no more than 55 cents (including GST) from a fixed phone. Calls may attract a higher rate from mobile or public phones; or
  - b. Entry via SMS, each SMS is charged at 55 cents (including GST). To enter, entrants will need a compatible mobile phone connected to a service provider that permits text messaging to the abovementioned premium SMS number. It is recommended that entrants check with their individual service provider in this regard; or
  - c. Entry via the internet, entrants are responsible for their own costs associated with accessing the Internet.
- 4.11 Should the Promotion involve voting, the accuracy of the polling results received and published by the Promoter is final and binding and no correspondence will be entered into.

## **5. DETERMINING PRIZE WINNERS**

- 5.1 If the prize is awarded by judging, the judging will take place in accordance with Item 8: Judging Details.
- 5.2 If the prize is awarded via a prize draw, the draw will take place in accordance with Item 9: Draw Details.
- 5.3 Subject to State regulations and anything expressly permitted in the Terms and Conditions Schedule, 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 10: 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.
- 6.3 Should the prize included tickets to an event at which alcohol will be served ("the Event") the prize winner and each guest of a prize winner must be aged 18 years or over. Minors are not permitted to attend the Event. All prize winners and their guests must carry valid photo identification with them at all times during the Event.
- 6.4 If alcohol is made available as part of the prize at the Event, then this will be provided subject to the principles of responsible service of alcohol as exercised by the staff and management of the premises at the Event takes place. The premises staff and management reserve the right to refuse service of alcohol to any prize winner or their accompanying guest should they be deemed to be intoxicated.
- 6.5 If there are less entrants than available prizes, the excess prizes will not be awarded.

## **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 10: 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 If a prize is in the form of a gift card or voucher, the prize is subject to any conditions specified by the issuer. The Promoter shall not be liable for any gift card or voucher that has been lost, stolen, forged, damaged or tampered with in any way.
- 7.5 If a prize winner does not take any element of a prize at the time stipulated by the Promoter then that element of the prize will be forfeited by the winner and cash will not be awarded in lieu of that prize or any part of it.
- 7.6 It will be each winner's and (if applicable) their accompanying guest's responsibility to take out all relevant insurance (including but not limited to travel insurance) which may be required or prudent to be taken (at their own cost).

- 7.7 Where a prize involves a “meet and greet” element, the meet and greet with the celebrity/public figure will be at the discretion of the celebrity/public figure’s management and will at all times be subject to availability of the celebrity/public figure. The Promoter will not be liable for the failure of the winner and any accompanying guests to meet the celebrity/pubic figure for whatever reason, and no cash or alternative tickers will be awarded in lieu of that element of the prize.
- 7.8 The Promoter reserves the right to exclude any persons from the Promotion on the ground of their medical condition or history, for the safety of the Promoter’s staff members or others or for any other reason, for example bringing the Promoter’s brand into disrepute. The Promoter also reserves the right to disqualify contestants if:
- a. a contestant at any stage engages in, causes or incites physical violence, inappropriate, illegal, unsocial or unsafe behaviour; and/or
  - b. the safety of any of the Promoter’s staff members is compromised.
- 7.9 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 in writing or by telephone.
- 8.2 Details of prize winners will be published in accordance with Item 11: 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 10: 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.
- 9.3 Entrants proposing to redeem prizes involving, or participate in the Promotion where it involves, travel, stunts or challenges, at the absolute discretion of the Promoter, may first be required to:
- a. Submit to a medical examination by a medical practitioner approved by the Promoter and obtain relevant medical clearance to participate in the Promotion and/or redeem the prize; and/or
  - b. Execute a Deed of Release and Indemnify in a form prescribed by the Promoter in order to participate further in the Promotion and/or redeem the prize.

## **10. PRIZE AVAILABILITY**

- 10.1 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.
- 10.2 The Promoter will not be responsible for any changes in times or dates, or cancellations or rescheduling of events that may prevent the prize winner from redeeming the prize or any part of it.
- 10.3 Where the prize involves the winners attendance at or tickets to an event, if any part of the event is cancelled, varied or rescheduled for any reason, then at the Promoter’s discretion, the winner and any accompanying guests will forfeit all rights to attend the relevant event and no cash or alternative tickers will be awarded in lieu of that element of the prize.

## **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 and any express provisions contained in the Terms and Conditions Schedule.

### **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. LEAVE FOR PARTICIPATION**

To the extent applicable by the nature of the Promotion, obtaining time off work and/or study or related activities to participate in the Promotion and/or a prize will be the sole and absolute responsibility of each contestant.

### **18. EXCLUSION OF PARTICIPANTS**

The Promoter reserves the right to exclude any person from participating in the Promotion or a prize for any reason (including but not limited to) that person's medical condition or history, the preservation of the safety of the Promoter's staff members or any other person or because the Promoter deems that the behaviour of a person may bring the Promoter's brand into disrepute.

### **19. FACEBOOK**

19.1 This clause applies where the promotion is operated or promoted via Facebook.

19.2 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>.

19.3 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).

19.4 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.

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

## **20. INSTAGRAM**

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

20.2 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/>.

20.3 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>.

20.4 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.

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

## **21. 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.

## **22. 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.

## **23. 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.

## **24. 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 13: 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.

## **25. GOVERNING LAW AND JURISDICTION**

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