

Garnier Australian Open 2020 (Coles) Terms & Conditions ("Conditions of Entry")

Schedule	
Promotion:	Garnier Australian Open 2020 (Coles)
Promoter:	L'Oreal Australia Pty Ltd ABN 40 004 191 673, 564 St Kilda Road, Melbourne, VIC 3004, Australia. Ph: 03 8680 0000
Promotional Period:	Start date: 02/10/19 at 09:00 am AEST End date: 26/11/19 at 11:59 pm AEDT
Eligible entrants:	Entry is only open to Australian residents who are 18 years and over.
How to Enter:	<p>To enter the Promotion, the entrant must complete the following steps during the Promotional Period:</p> <ol style="list-style-type: none"> spend at least \$15.00 on Garnier and/or Maybelline Products in one (1) transaction ("Qualifying Transaction") from any Coles Supermarkets or coles.com.au ("Participating Venues"); and visit http://pages.e.garnier.com.au/ao-coles/, 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, date of birth, email address, mobile number, full address and State/Territory of residence) and their receipt number for the Qualifying Transaction). <p><u>Proof of Purchase:</u> The entrant must retain proof of purchase. The proof of purchase required is an original receipt for the Qualifying Transaction.</p>
Entries permitted:	<p>Multiple entries permitted subject to the following:</p> <ol style="list-style-type: none"> limit one (1) entry permitted per Qualifying Transaction; and each entry must be completed in accordance with the entry instructions above. <p>Maximum of one (1) minor prize permitted per person (excludes SA residents, who are eligible to win multiple prizes).</p>
Total Prize Pool:	up to AUD \$53,030.00

Prize Description	Number of this prize	Value (per prize)	Winning Method
Grand Prize: The prize is a tennis clinic at an Australian based school with an Australian Tennis Legend. Exact number of students permitted from school determined by the Promoter. The winner must nominate a school for receipt of the prize. Prize must be redeemed by date specified by the Promoter at the time of winner notification, with exact date/time of the tennis clinic determined by the Promoter in consultation with the school. In the event of a disagreement as to the exact date/time of the tennis clinic event, the Promoter's decision will be final.	1	AUD\$15,000.00	Draw: computerised random selection - 09/12/19 at 02:30 pm AEDT
Major Prize: The prize is a VIP Australian Open Experience for two (2) people which consists of the following: <ul style="list-style-type: none"> 2 x return economy class flights from the winner's nearest capital city to Melbourne departing on or after 19/01/20 & returning before or on 3/2/20 (only provided if the winner does not reside in VIC); 2 nights' five-star twin share accommodation in Melbourne; 2 x return transfers from Melbourne airport to accommodation (only provided if winner resides outside of VIC); 2 x tickets to a finals event of the Australian Open 2020 (finals event to which tickets are awarded will be determined by the Promoter); and 	1	Up to AUD\$6,130.00 depending on date and exact point of departure	Draw: computerised random selection - 09/12/19 at 02:30 pm AEDT

<ul style="list-style-type: none"> Hospitality experience (i.e. a lunch for two people at a restaurant at the Australian Open 2020). 			
Minor Prize No. 1: The prize is an individual tennis lesson for the winner only. The prize is redeemable at select tennis clubs nationally, as determined by the Promoter. Prize must be redeemed by date specified by the Promoter in the winner notification message.	20	AUD\$100.00	Draw: computerised random selection - 09/12/19 at 02:30 pm AEDT
Minor Prize No. 2: The prize is 2 x Ground Passes to the Australian Open 2020. Exact date for which passes are awarded will be determined by the Promoter in its absolute discretion.	50 Available in: Victoria	AUD\$98.00	Draw: computerised random selection - 09/12/19 at 02:30 pm AEDT
Minor Prize No. 3: The prize is a Garnier products pack. Exact products included in the pack will be determined by the Promoter in its absolute discretion.	500	AUD\$50.00	Draw: computerised random selection - 09/12/19 at 02:30 pm AEDT
Prize Conditions	Major Prize & Minor Prize No. 2: <ul style="list-style-type: none"> This prize is for or relates to Australian Open 2020 event (taking place 20 Jan – 2 Feb 2020) (the “Event”). If the winner is unwilling or unable to attend at date/s specified by the Promoter to coincide with this Event, they forfeit the prize and the Promoter is not obliged to substitute the prize. The Australian Open 2020 tickets/passes are subject to the Event venue and ticket/pass terms and conditions, including any applicable age restrictions. The Promoter and event organisers hereby expressly reserve the right to eject any winner and/or his/her companion for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the prize. Major Prize: <ul style="list-style-type: none"> Travel itinerary will be determined by the Promoter in its absolute discretion. Prize is subject to the standard terms and conditions of individual prize and service providers. The winner and his/her travel companion must depart from and return to the same departure point and travel together. Subject to the terms and conditions of the participating prize provider(s), if for any reason the winner does not, once the prize has been booked, take the prize (or an element of the prize) at the time stipulated, then the prize (or that element of the prize) will be forfeited and will not be redeemable for cash. The prize is subject to booking and flight availability Frequent flyer points will not be awarded and do not form part of the prize. Spending money, meals, taxes (excluding airline and airport taxes), insurance, transport to and from departure point, transfers, items of a personal nature, in-room charges and all other ancillary costs, unless otherwise specified in the prize description, are not included. The winner may be required to present their credit card at check in. <p><i>All Australian Open tickets are issued subject to the Australian Open Ticket Conditions of Sale and Entry 2020. All Australian Open hospitality products, including dining and/or private space elements, are provided subject to the Australian Open Hospitality Conditions 2020.</i></p>		
Winner notification:	The winners will be notified by email within two (2) business days of the draw. The winners of the Grand and Major Prizes will be published at garnier.com.au by 10/12/19.		
Unclaimed Prizes:	Major Prize and Minor Prize No. 2 must be claimed by 06/01/20 at 1:00 pm AEDT. In the event of an unclaimed Major Prize or Minor Prize No. 2, the prize will be redrawn on 07/01/20 at 2:30 pm AEDT at Plexus, Level 4, 411 Collins Street, Melbourne VIC 3000. The winners will be notified by email within two (2) business days of the redraw. The winner of the Major Prize (if awarded via the redraw) will be published at http://pages.e.garnier.com.au/ao-coles/ by 10/01/20. The remaining prizes must be claimed by 09/03/20 at 02:30 pm AEDT. In the event of any such unclaimed prize, the prize will be redrawn on 10/03/20 at 02:30 pm AEDT at Plexus, Level 4, 411 Collins Street, Melbourne VIC 3000. The winners of this redraw will be notified by email within two (2) business days of the redraw.		

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 the immediate family members) of the Participating Venues, agencies/companies directly associated with the conduct of this Promotion, the Promoter, its 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 02:30 pm AEDT on 09/12/19 using computerised random selection.
 - i) The first valid entry drawn will win the Grand Prize.
 - ii) The next valid entry drawn will win the Major Prize.
 - iii) The next twenty (20) valid entries drawn will each win Minor Prize No. 1.
 - iv) The next fifty (50) valid entries drawn will each win Minor Prize No. 2.
 - v) The next five-hundred (500) valid entries drawn will each win Minor Prize No. 3.
 - 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. All reasonable attempts will be made to contact each winner.
7. If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize by the time specified by the Promoter, or is unavailable at the designated time for the Event or at the time stipulated by the Promoter for travel, they forfeit the prize and the Promoter is not obliged to substitute the prize.
8. 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.
9. Entrants must keep their proof of purchase specified in How to Enter 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.
10. The value of the prizes is accurate and based upon the recommended retail value of the prizes (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the prizes after that date.
11. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
12. 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/or specification, subject to any written directions of a regulatory authority.
13. 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.
14. 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.

15. 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 www.loreal.com.au/miscellaneous/loreal-australia-and-new-zealand-privacy-policies.htm, 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.
16. For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and State/Territory or postcode of residence.
17. It is a condition of accepting the prize that a winner and their travel companion may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a prize. If a winner or travel companion is under the age of 18, a nominated parent or legal guardian of the winner or travel companion will be required to sign the legal release on the winner or travel companion's behalf.
18. 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 and the provision of the prize is the sole responsibility of the third party and not the Promoter. 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, to the extent of any inconsistency. 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.
19. 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).
20. 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, subject to State or Territory regulation.
21. 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.
22. 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, the decision of the Promoter is final and binding on each entrant and no correspondence will be entered into.
23. 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), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).

24. The entrant 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.
25. Unless otherwise specified, a prize is a single event for the winner (and their guest) and cannot be separated into separate events or components.
26. 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.
27. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
28. Authorised under: ACT Permit No. TP 19/04033, NSW Permit No. LTPS/19/37445 and SA Permit No. T19/1420