

Christmas Salon Rebooking Competition Terms & Conditions ("Conditions of Entry")

1. Christmas Salon Rebooking Competition is the promotion ("**Promotion**").
2. The promoter is The Hairhouse Warehouse Marketing Fund Pty Ltd ABN 44 114 668 487 Doncaster Road, Doncaster, VIC 3108, Australia. Ph: 03 9234 2200 ("**Promoter**").
3. The Promotion commences on 1/12/19 at 12:01 am AEST and ends 31/12/2019 at 11:59 pm AEST ("**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. The Promoter is not responsible for late, lost or misdirected entries or submission. The Promoter reserves the right to distribute and share content it receives.
4. To be eligible you must complete the following steps:
 - a) Completed any salon services during the Promotional Period ("**Qualifying Transaction**") and re-book and complete a subsequent salon service after the Qualifying Transaction but before 28/2/2020 ("**Subsequent Transaction**") at any participating store displaying promotional material ("**Participating Venues**"); and
 - b) Prior to the Qualifying Transaction the entrant must:
 - a. be a Style Society Member; or
 - b. If the entrant is NOT already a Style Society member, must either:
 - i. visit www.hairhousewarehouse.com.au/style-society, follow the prompts to the Promotion entry page; fully complete and submit the online entry form with their personal details (first name, last name, email address and state of residence) and their favourite store based on their location; and create an account; or
 - ii. complete the Style Society Membership Application form for the promotion (available in-store) with their personal details (first name, last name, email address and state of residence), and then submit it at the cash register.
5. **Proof of purchase:** Purchases will be automatically recorded on purchase.
5. Entry is only open to Australian residents who are 18 years or older.
6. Limit one (1) entry permitted per Style Society Member. Each entry must be submitted separately and in accordance with the entry requirement. The entrant is eligible to win a maximum of one (1) prize. By completing the entry method, the entrant will receive one (1) entry.
7. The prize consists of three (3) gift certificates in the amount of \$1,500.00 (each) from Luxury Escape with a total prize pool value at \$4,500.00AUD ("**Prize**"). The Prize excludes cost of airfares.
8. Prize conditions are as follows:
 - a) Prize is subject to the standard terms and conditions of individual prize and service providers. Subject to the terms and conditions of the participating prize provider, if for any reason the winner does not, once the prize has been purchased, 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.
 - b) Subject to the Conditions of Entry, the Prize must be taken as offered and cannot be varied. The Prize is not transferrable, exchangeable or redeemed for other goods or services.
 - c) In the event of war, terrorism, state of emergency or disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion or suspend or modify a prize, subject to any written directions from a relevant regulatory authority.
 - d) The Promoter will contact the winner by email on file and mail the voucher to the address on file.
 - e) The winner is responsible for ensuring that they have valid documentation for traveling.
9. The entrant agrees and acknowledges that they have read these Conditions of Entry and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry. Any capitalised terms used in these Conditions of Entry have the meaning given unless stated otherwise.
10. Valid and eligible entries will be accepted during the Promotional Period.

11. Employees (and the immediate family members) of the Participating Venues, agencies/companies directly associated with the conduct of this Promotion, the Promoter and its related entities and its employees, agencies/companies directly associated with the conduct of this Promotion, 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.

12. Draws

- a) The draw will take place at Hairhouse Support Centre 605 Doncaster Road, Doncaster, Victoria, 3108 ("**Hairhouse Support Centre**") on 2/3/2020 using computerised random selection.
 - b) 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.
13. **Winner Notification:** The winner will be notified by the email on file with the Promoter within two (2) days of the draw (3/3/2020). The winner will be published on www.hairhousewarehouse.com.au/terms-conditions by 4/3/2020.
14. All reasonable attempts will be made to contact the winner by email on file.
15. If the winner chooses not to take their prize (or is unable to), or does not take or claim their prize by the time specified by the Promoter, or is unavailable at the time stipulated by the Promoter, they forfeit the prize and the Promoter is not obliged to substitute the prize.
16. **Unclaimed Prize:** If the Prize remains unclaimed by 1/6/2020, the prize will be redrawn on 2/6/2020 at Hairhouse Support Centre ("**Re-draw Winner**"). The Re-Draw Winner will be notified by email on file with the Promoter within two (2) days of the redraw. The winner will be notified publicly (and their details published) on www.hairhousewarehouse.com.au by 12/4/2020. The Re-draw Winner must claim the prize by 4/6/2020.
17. 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.
18. The Promoter accepts no responsibility for any variation in the value of the prizes after that date.
19. 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.
20. 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.
21. The prize will be awarded to the person named in the respective winning 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.
22. Entrants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. The Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter is bound by the Australian Privacy Principles in accordance with the *Privacy Act 1988* (Cth) and its privacy policy which is located at <https://www.hairhousewarehouse.com.au/hhwh-privacy-policy>. The Promoter's privacy policy contains information about how the entrant may access, update and seek correction of the personal information the Promoter holds about them and how the entrant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. The Promoter collects personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion and to the State and Territory lottery departments as required under the relevant lottery legislation. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. Personal information collected from entrants will not be disclosed to any entity located outside of Australia.
23. 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.

24. 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.
25. 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).
26. 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 suspend the Promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.
27. 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.
28. 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.
29. 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).
30. 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.
31. Unless otherwise specified, a prize is a single event for the winner and cannot be separated into separate events or components.
32. 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.
33. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
34. This promotion is in no way sponsored, endorsed, administered by or associated with Facebook or Instagram. By participating you hereby release and hold Facebook or Instagram harmless for any and all actions, claims, demands, damages or costs arising or resulting from this promotion.
35. Authorised under: ACT Permit No. ACT TP 19/04589, NSW Permit No. LTPS/19/39710