

# KENNEDY

## EXPERIENCE THE SPRING RACING CARNIVAL WITH KENNEDY AND GIUSEPPE ZANOTTI CONSUMER COMPETITION

### Conditions of Entry:

1. Instructions on how to enter and prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is open to residents of Australia of 18 years of age or over only. Employees of the Promoter, advertising agencies and their immediate families, are not eligible to enter. Only one entry per person will be permitted.
3. The promotion commences on 24<sup>th</sup> September 2018 and closes 5.00pm AEST on 21<sup>st</sup> of October 2018. The judging will take place at the Promoter's premises Level 10, 171 Collins St, Melbourne, Victoria on 23<sup>rd</sup> October 2018. The winner will be notified via telephone and email.
4. To enter, individuals must during the Promotional Period 1) purchase any pair of Giuseppe Zanotti shoes from the Westfield Sydney CBD Giuseppe Zanotti pop-up store, and 2) complete and submit the competition entry form in-store.
5. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Errors and omissions will be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
6. The winner as determined through a process of random selection will win the major prize valued at \$5,500. Prize includes two (2) tickets to the Kennedy Marquee in the Birdcage at Flemington Racecourse on Stakes Day, Saturday 10<sup>th</sup> November, 2018, economy flights for two (2) people to Melbourne (from nearest capital city) valued at \$1000, and one night's accommodation at a minimum 3-star Melbourne hotel at the sole discretion of the Promoter to the value of \$500.
7. Total prize pool is valued at \$5,500. Any ancillary costs associated with redeeming the prize are not included. These are the responsibility of the winner.
8. All prizes must be taken as offered. The prize, or any unused portion of the prize, is not transferable, exchangeable and cannot be redeemed as cash.
9. The prize is not valid in conjunction with any other offer. The prize is valued in Australian dollars. The Promoter accepts no responsibility for any variation in the prize value. Prize winners are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of their prize.
10. If for any reason the winner does not respond to the Promoter's reasonable efforts to make contact with 3 days: (a) they will forfeit their right to the Prize; and (b) a further draw for the Prize will take place on 26<sup>th</sup> October 2018 at the same time and place as the original draw, subject to any directions from a regulatory authority, in which case the winner will be notified by telephone.
11. Prize is subject to the standard terms and conditions of individual prize and service providers.
12. In the event that for any reason whatsoever the Winner does not take the prize at the time stipulated by the Promoter, then the prize will be forfeited by the Winner and cash will not be awarded in lieu of the prize.
13. In the event that a prize, or part of a prize, is unavailable, the Promoter reserves the right to substitute the prize or part of the prize in its discretion with an alternative prize or part

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of the prize to the same and equal recommended retail value and/or specification subject to any written directions from the various Lottery Departments.

14. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes 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 the promotion.
15. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes 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: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of the prize.
16. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
17. The Promoter collects personal information in order to conduct the promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to opt out, access, update or correct information to the Promoter. All entries become the property of the Promoter.
18. By entering this promotion, the entrant consents to receipt of any communication regarding the promotion, and other communication which inform the entrant of the Promoter's other publications, products, services and events and to promote third party goods and services it may be interested in.
19. The Promoter is EGI Fashion (Retail) Pty Ltd. (ABN 25 610 748 868) of Level 10, 171 Collins St, Melbourne, Victoria, 3000. Phone: 03 8614 1100. NSW Permit Number LTPS/18/28288.