



Steel Blue North America

13028 Garrett Road, Houston, TX 77044, USA

P 281-445-8800 F 844-274-0923 E info.america@steelblue.com

www.steelblue.com

'STEEL BLUE VIP GIVEAWAY' PROMOTION Terms and Conditions

1. The Promoter is Footwear Industries Pty Ltd (ABN 15 068 608 917) trading as Steel Blue of 18 Irvine Drive, Malaga, WA, Australia, 6090.
2. Information on how to enter the Steel Blue VIP Giveaway Promotion ("**Promotion**") and the prize that forms part of these terms and conditions ("**Terms and Conditions**"). Participation in this Promotion is deemed acceptance of these Terms and Conditions.
3. Entry is only open to legal US residents aged 16 years or over.
4. Entrants between the ages of 16 and up to, but not including 18 years old, must have parental/guardian approval to enter the Promotion and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this Promotion.
5. Employees (and their immediate families) of the Promoter and agencies associated with this Promotion are ineligible to enter. Immediate family 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 first cousin.
6. This will promotion will commence at 12:01am AWST on 1/1/2020 and end on the final day of each month at 11:59pm AWST ("**Promotional Period**"). Any entries received after the Promotional Period will be considered in the following month.
7. To enter, individuals must complete the following steps:
 - (a) Complete all mandatory fields on the Steel Blue online VIP sign up form ("**Entry Form**"), to which these Terms and Conditions are annexed, at <https://steelblue.com/us/become-a-vip-member/>, ensuring all details are complete on this webpage and the proceeding webpage <https://steelblue.com/us/vip-steel-blue-merch/>;
 - (b) Continue to be an active subscriber of the Steel Blue database (e.g. not unsubscribed or cleaned from the database).
8. 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 may be accepted at the Promoter's sole discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.





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9. Incomplete, offensive and false email addresses will be deemed invalid.
10. Entry is limited one entry per valid email address provided in the Steel Blue online VIP sign up form completion.
11. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant including but not limited to requesting proof of identity, age and residency.
12. The prize of one (1) pair of Steel Blue boots valued up to \$240 USD. One prize will be given away each month. The total prize value per month is up to \$240.00 USD ("**Prize**"). The winner of the prize will be randomly drawn each month via a randomiser digital program. The winner must be an active subscriber on the Steel Blue database (not unsubscribed, removed or cleaned). Winners will be drawn monthly on the 4th day of the month, if this day falls on a Saturday or Sunday then the winner will be drawn the Monday after (excluding public holidays). The winner will be notified via the email address that they provided on the Steel Blue online VIP sign up form.
13. In the event that the first drawn winner is deemed invalid (ref section 9), the next complete entry to be drawn will be deemed the winner.
14. The Promoter's decision is final, and no correspondence will be entered into. The final interpretation of any of the terms and conditions mentioned in these Terms and Conditions will rest with the Promoter.
15. The successful entrant has two (2) months from the date of the Prize draw to provide their mailing address in order for the prize to be mailed to the winner. Claiming the drawn Prize is the entire responsibility of the respective winning entrant and not the Promoter. If for any reason a winner does not receive the Prize by the time stipulated by the Promoter, then the Prize will be forfeited.
16. Prizes are not transferable or exchangeable and cannot be taken as cash.
17. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
18. 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, including but not limited to technical difficulties, unauthorised intervention or fraud, 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.
19. Any cost associated with accessing the Promoter's promotional website is the entrant's responsibility and is dependent on the internet service provider used.





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20. 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 States 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. Except to the extent required by any law, including the Australian Consumer Law, the Promoter makes no warranties or representations about the fitness for purpose or suitability of the Prize and will not accept responsibility for the quality of fitness for the purpose of the Prize or the failure of the Prize to be of acceptable quality.
21. 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) taking and/or use of the Prize.
22. Subject to Australian privacy law, 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.
23. Entrants consent to any information provided in the Entry Form being collected and used for any and all ongoing marketing initiatives the Promoter deems appropriate across all the Promoter's marketing activities.
24. The Promoter's privacy policy is available at <https://steelblue.com/us/privacy-policy/>.
25. The Promotion shall be governed in accordance with the laws of the Commonwealth of Australia.
26. Any queries entrants may have in respect of these Terms and Conditions may be directed to the Promoter's Chief Marketing Officer via email: marketing@steelblue.com

