

Industire Clothing Pty LTD ("Promoter")

5 Days Of Social Giveaways ("Promotion")

1. The Promoter is Industrie Clothing Pty Ltd (ACN 087 743 762), 228 Pitt Street, Sydney NSW 2000, telephone 02 9550 6550.

CONDITIONS OF ENTRY

2. Information on how to enter the Promotion and the prize form part of these Conditions of Entry. Participation in this Promotion is deemed acceptance of these Conditions of Entry.

The Promotion is open to individuals:

- (a) Residence of Australia; and
- (b) Under 13 years of age; entrants must have obtained their parent or guardian's consent to enter the Promotion on these Conditions of Entry; and
- (c) Are not employees (or immediate family of such employees) of the Promoter, or any of its related corporations or any of the agencies associated with the Promotion (including suppliers of the prize); and
- (d) Have not been discovered to have breached these Conditions of Entry or Conditions of Entry of previous contests run by the Promoter. ("Entrants").

An immediate family member means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child, parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.

3. The Promoter reserves the right to verify the validity of entries and to disqualify any "Entrant" who tampers with the entry process or who submits an entry that is not in accordance with these Conditions of Entry. It is a condition of entry that Entrants are able to accept the prize as stated. Inability to accept the prize as stated will deem the participant an ineligible Entrant and the prize won will be forfeited.

4. All prices stated are in Australian dollars (AUD), and represent the recommended retail price ("RRP") and include GST where applicable. All references to times and dates are reflected as to times and dates in Sydney which may be Australia Eastern Standard Time (AEST) or Australian Eastern Daylight Saving Time (AEDT) depending on the date. All times are stated using the 24-hour clock.

KEY DATES

5. The Promotion commences on **Wednesday, 19 December 2018 at 18:00 AEDT** and concludes on **Monday, 24 December 2018 at 18:00 AEDT** ("Promotional Period").

6. No responsibility will be taken by the Promoters for any ineligible or lost entries or entries submitted received by the Promoters after the closing date. Entries that do not comply with these Conditions of Entry are incomplete, submitted or received by the Promoters after the closing date will be declared void.

7. The Promoter's decision for each daily winner will take place within 2 business days of each individual sub promotion end date at Industrie Clothing's Head Office, at 228, Pitt St, Sydney. The Promoter's decision in relation to any aspect of the Promotion is final and binding on every Entrant.

8. The winners of the Promotion will be notified within 2 business days of the judging via private message on Instagram, via phone or e-mail if provided during the entry process.

9. **UNCLAIMED PRIZE DRAW:** The Promoter reserves the right to redraw a winner in the event of an Entrant failing to comply with these Conditions of Entry or forfeiting or not claiming the prize by **COB Friday, 22 February 2019**. If the prize remains unclaimed by that date, a new winner/s will be chosen at the same time & location as the original draw on **Monday, 25 February 2019**. Disposal of the unclaimed prize may be made subject to any written directions given by any government authority and pursuant to any relevant legislation. The unclaimed prize draw winner will be contacted by via private message on Instagram or via e-mail if provided within 2 business days of the draw.

HOW TO ENTER

10. To enter, Entrants must enter via Instagram and complete the following steps during the outlined below for each sub-Promotion during the sub-Promotional periods below:

Day 1 How to Enter: Promotion commences on **Wednesday, 19 December 2018 at 18:00 AEDT** and concludes on **Friday, 21 December 2018 at 18:00 AEDT** ("Promotional Period").

- (a) Upload a photo on the entrant's personal Instagram account of a completed Wardrobe Selfie; and
- (b) Tag the photo with @IndustrieClothing and use the hashtag #IndustrieMe; and

- (c) Like the specific competition post; and
- (c) Follow @IndustrieClothing on Instagram; and
- (d) Have their Instagram profile set on 'Public'.

Day 2 Promotion commences on **Thursday, 20 December 2018 at 18:00 AEDT** and concludes on **Friday, 21 December 2018 at 18:00 AEDT** ("Promotional Period").

- (a) Comment on the specific competition post with their 25 words or less answer addressing; "Why their friend (Tagged) would benefit from a \$200 Industrie clothing eVoucher?; and
- (b) Tag their friend via the Instagram @username tagging method; and
- (c) Like the specific competition post; and
- (D) Follow @IndustrieClothing on Instagram.

Day 3 Promotion commences on **Friday, 21 December 2018 at 18:00 AEDT** and concludes on **Saturday, 22 December 2018 at 18:00 AEDT** ("Promotional Period").

- (a) Comment on the specific competition post with their 25 words or less answer addressing; "What the make and model is of the featured car including year, manufacturer, model and where they would take it for a drive and who they would take (Tagged)? ; and
- (b) Tag their friend via the Instagram @username tagging method; and
- (c) Like the specific Competition post; and
- (d) Follow @IndustrieClothing on Instagram.

Day 4 Promotion commences on **Saturday, 22 December 2018 at 18:00 AEDT** and concludes on **Sunday, 23 December 2018 at 18:00 AEDT** ("Promotional Period").

- (a) Comment on the specific competition post with their 25 words or less answer addressing; "What their favourite Industrie Clothing garment combination is and why?; and
- (b) Like the specific competition post; and
- (c) Follow @IndustrieClothing on Instagram.

Day 5 Promotion commences on **Sunday, 23 December 2018 at 18:00 AEDT** and concludes on **Monday, 24 December 2018 at 18:00 AEDT** ("Promotional Period").

- (a) Comment on the specific competition post with their 25 words or less answer addressing; "How will a \$200 Online Voucher help you start your New Year of to the best start ; and
- (b) Like the specific competition post; and
- (c) Follow @IndustrieClothing on Instagram.

11. Any cost associated with accessing the Promotion website is the Entrant's responsibility and is dependent on the Internet service provider used.

12. One entry per person will be counted per competition day

13. The prize will be awarded to the best entry which, in the opinion of the Promoter's judging panel (at its sole discretion), is the most creative of all entries received. To make the judging process fair and consistent, the panel will be looking for:

- (a) Instagram Post; How creative, relevant and inspiring it is. Number of Likes and Comments of the entries under the submissions will not determine the winners, but may influence the Panel's decision when determining the final winners.

14. All decisions of the Judging Panel are final and no discussions or correspondence will be entered into.

ENTRY REQUIREMENTS & VERIFICATION

15. The Promoter may, at their absolute discretion, disqualify any Entrant and declare any or all entries made by an Entrant invalid if Entrants:

- (a) Tamper with the entry process, including use of any automated entry software or any other mechanical or electronic means that permit the Entrant to automatically enter repeatedly;
- or (b) Tamper with the operation of the Promotion or web site or found to be using multiple aliases, household addresses or email addresses;
- or (c) Act in a disruptive manner;
- or (d) Fail to establish their entitlement to enter the Promotion to the Promoter's reasonable satisfaction;
- or (e) Fail to produce items as required or produces items that, in the Promoter's opinion, are illegible, stolen, forged, reconstructed, altered, incomplete or tampered with in any way; or (f) Act in violation of these Conditions of Entry.

ENTRY DETAILS

16. Entries are deemed to be received at the time of posting on Instagram.

17. Incomplete, illegible or incorrect entries, entries which are seen on Instagram or which contain 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 prize.

PRIZE POOL

18. 5 x \$200 Online Vouchers will be given away for each sub-promotion within the Promotional period outlined above. Online vouchers can only be redeemed by the specific winner and can not be transferred or sold to other individuals or parties.

Total prize is up to a maximum value of **RRP \$1000 Vouchers**

Prize values are based on recommended retail prizes and are correct at the date of posting the individual promotion terms and conditions (inclusive of GST where applicable). The Promoter and the prize suppliers accept no responsibility for any change in prize value between now and the draw date. The winner is not entitled to receive any money from any party if there is a difference between the maximum prize value and the actual prize value at the time of the draw.

PRIZE CONDITIONS

19. Prize must be taken as stated and no compensation will be payable if the winner is unable to use the prize as stated. No variations are permitted and prize must be taken in its entirety.

20. Prizes are subject to availability. If the Promotion is cancelled no compensation will be offered. The prizes, or any unused portion of the prizes, are not transferable or exchangeable and cannot be taken as cash. In the event of war, terrorism, state of emergency or disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the Promotion.

21. As a condition of accepting a prize, the winner and companion must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.

22. The prizes are subject to the standard terms and conditions of individual prize and service providers.

PRIZE WINNER

23. If the winner selected is deemed not to comply with the Conditions of Entry of this Promotion, their entry will be declared invalid and a new winner will be drawn in the unclaimed prize draw.

24. The prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash. In the event of war, terrorism, state of emergency or disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the Promotion.

25. The Promoter and the prize suppliers accept no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought by the winner.

26. The Promoter, other entities associated with this Promotion and their related bodies corporate, the prize suppliers, and each of their officers, employees and agents shall not be liable for and shall be held harmless in respect of any loss, damage, or injury whatsoever which is suffered (including but not limited to direct or consequential loss) or sustained, as a result of or arising from the winner's acceptance and use of the prize, except to the extent that any such liability cannot be excluded by law.

27. If the Promotion does not run for its duration or is not able to be run as planned due to, but not limited to, computer viruses, tampering, unauthorized intervention, fraud, technical failures or any other cause beyond the Promoter's control that interferes with, corrupts or affects administration, security, fairness or proper conduct of the Promotion, the Promoter reserves the right in their sole discretion to cancel, reschedule or modify the Promotion and disqualify any individual who tampers with the entry process. The Promoter will not be responsible for:

(a) Malfunction, delay or traffic congestion on any telephone network or line, computer on-line system, servers or providers, computer equipment, software, or website;

(b) Failure of any entry to be received by the Promoter as a result of those matters; nor (c) Any injury or damage to Entrants or any other person related to or resulting from participation in the Promotion or downloading any materials relating to the Promotion.

28. The Promoter accepts no responsibility for any late, lost or misdirected entries due to technical disruptions, network congestion or for any other reason.

29. The Promoter reserves the right in their sole discretion to disqualify any individual who the Promoters have reason to believe has breached any of these Conditions of Entry, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

30. The Promoter and their associated agencies and companies assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission; communications line failure, theft or destruction or unauthorised access to, or alteration of entries, and reserve the right to take any action that may be available.

31. The Promoter and the prize suppliers make no representations or warranties as to the quality, suitability or merchantability of any goods or services offered as prizes. To the extent permitted by law, the Promoter, their employees and agents and the prize suppliers are not liable for any loss suffered to person or property by reason of any act or omission, deliberate or negligent, by the Promoter or their employees or agents or the prize suppliers, in connection with the arrangement for the supply, or the supply, of goods and services by any person to the prize winner and, where applicable, to any persons accompanying the prize winner. This clause does not affect any rights a consumer may have which are unable to be excluded under Australian law. To the fullest extent permitted by law, any liability of the Promoter or their employees or agents for breach of any such rights is limited to the payment of the costs of having the prize supplied again.

CAUTION: Any attempt to deliberately undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to seek damages to the fullest extent permitted by law.

PERSONAL INFORMATION

32. Entry details remain the property of the Promoter. Acceptance of the prize is deemed to be acceptance by the winner of these Conditions of Entry and approval to use the winner's name and photograph for publicity purposes, unless specifically requested by the winner not to do so at the time of entering the Promotion. Further, the winner may be required to participate in a media interview/s and/ or other promotional engagement as determined by the Promoter.

33. By entering this competition entrants' agree to allow the Promoter to repost their Submission on the Promoter's Facebook, Twitter or Instagram accounts, the Promoter's website (industrie.com.au) and within the Promoter's electronic direct mail (EDM) communication pieces.

34. All claims and any copyright subsisting in the claims become and remain the property of the Promoter. The Promoter collects personal information about Entrants to include Entrants in the Promotion and where appropriate award any offer and/or prize, and Entrant acknowledges that such personal information may also be disclosed to relevant third parties including the prize suppliers for the specific purpose of administering the promotion and providing the prizes. If the personal information requested is not provided, the Entrant may not participate in the Promotion. By participating in the Promotion, each Entrant also acknowledges that a further primary purpose for collection of Entrants' personal information by the Promoter is to enable the Promoter to use the information to assist the Promoter in improving goods and services and to contact Entrants in the future with information on special offers or provide Entrants with marketing materials via any medium including mail, telephone and commercial electronic messages (SMS (Short Message Service), MMS (Multimedia Message Service), IM (Instant Messaging) and email) or any other form of electronic, emerging, digital or conventional communications channel whether existing now or in the future. The Promoter may share information with its Australian related companies who may contact Entrants with relevant special offers in this way. Personal information may also be accessed by the Promoter's marketing and website service providers for the purpose of processing and conducting the promotion and assisting with marketing communications. By entering the Promotion, each Entrant agrees that the Promoter may use Entrants' personal information in this manner. Entrants can also request to gain access to, update or correct any personal information by contacting the Promoter at the address or phone number below. Entrants wishing to opt out of the Promoter's marketing communications can also use the address or phone number below. All personal information will be stored at the office or in the electronic database of the Promoter.

Mail: ATTN: Privacy Officer - Industrie Clothing 228 Pitt St, Sydney NSW 2000.

Phone: (02) 9550 6550

35. This promotion is in no way sponsored, endorsed, administered or associated with Instagram. By entering, entrants agree to hold harmless, defend and indemnify Instagram from and against any claims, demands, liability, damages or causes of action, losses or costs arising out of their participation in the promotion.

