



## Olay Luminous Moments Competition Terms and Conditions

By entering the "Olay Luminous Moments Competition" (the "**Competition**"), you are agreeing to the following terms and conditions:

### **1. STANDARD TERMS**

- 1.1 Information on how to enter forms part of the terms of entry. Nothing in these conditions 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)*.

### **2. WHO CAN ENTER?**

- 2.1 Subject to clause 2.2, entry is open to all residents of Australia who are 15 years of age or older.
- 2.2 Employees (and their immediate families) of Yahoo!7 Pty Limited (ABN 60 089 187 100) of Level 2, Pier 8&9, 23 Hickson Road, Millers Point, NSW 2000 ("Promoter"), Procter & Gamble Australia Pty. Limited (ABN 91 008 396 245) of 1 Innovation Road, Macquarie Park, NSW 2113 ("Sponsor"), 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 1st cousin.

### **3. HOW TO ENTER**

- 3.1 The Competition commences on Thursday 28 August 2014 at 09:00 (AEST) and concludes on Thursday 2 October 2014 at 09:00 (AEST) (the "**Competition Period**").
- 3.2 In order to enter, an entrant must:
- Purchase an Olay Regenerist or Olay Regenerist Luminous, Olay Total Effects and/or Olay Fresh Effects products ("Olay Product") at Woolworths Supermarkets
  - Visit [www.yahoo7.com.au/luminous](http://www.yahoo7.com.au/luminous) and follow the prompts to the promotion entry page
  - Input the requested details (including full name, valid email address, telephone number and residential address)
  - Input the barcode from the Olay Product purchased
  - Agree to the terms and conditions by ticking the relevant tick box, and
  - Submit the fully completed entry form.
- 3.3 Entrants in the Competition may enter once per Olay Regenerist product purchased and must retain their receipt as proof of purchase.

- 3.4 Entrants under the age of 18 must obtain the permission of a parent or guardian to enter the Competition.
- 3.5 The time of entry will be the time at which the completed online entry form is received by the Competition's online database. Entrants will be presented with a confirmation page once the completed entry is submitted successfully by the entrant. Entries received outside of the Competition Period will be deemed invalid and ineligible to enter the Competition.
- 3.6 The Promoter reserves the right in its sole discretion to reject bulk entries which it considers to have been generated using software to generate multiple entries and to disqualify any entrant who it believes has tampered with the entry process.

#### **4. PRIZES**

- 4.1 There will be one (1) major prize winner (the "**Winner**")
- 4.2 The prize (the "**Prize**") consists of:

<b>PRIZE</b>	<b>DESCRIPTION</b>	<b>RRP (incl GST)</b>
<b>1 x Prize</b>	The winner will receive the following prize package:	
	• Return economy airfares for the Winner and one adult guest between the winner's closest Australian state capital city and Sydney to attend the X Factor Grand Final. Travel on set dates to be confirmed by Promoter, but will be in last weeks of October 2014. Travel companion must be over 18 years of age.	\$AUD 2400.00
	• Return private car transfer between airport and hotel	\$AUD 200
	• Return private car transfer between hotel and studio/concert venue	\$AUD 300
	• Three (3) nights minimum 4 star accommodation in Sydney including breakfast daily (twin/double share)	\$AUD 1050
• AUD\$500 spending money (winner only) to be paid in to an account in the winners name by cheque or EFT	\$AUD 500	
	<b>TOTAL PRIZE VALUE (Max Value)</b>	<b>\$AUD 4450.00</b>

**Total Prize pool value is A MAXIMUM OF \$AUD4450.00 (including GST).**

- 4.3 Prize values are based upon the recommended retail prices and are correct as of Thursday 9 July 2014. The Promoter accepts no responsibility for any change in Prize value between now and the end of the Competition Period. The prize package does not include travel insurance, meals (other than what is stated in clause 4.2), laundry, telephone calls, etc. Any expenses incurred outside of that listed in the prize package in clause 4.2 become the responsibility of the winner.

- 4.4 The winner and their travelling companion must travel on the same flight, at the same time from their place of residence to their closest Australian capital city airport and return. Travel from the winner and their travelling companion are the responsibility of the winner (and their companion) and do not form part of this prize.
- 4.5 Should the winner be a resident of New South Wales they will not win the flights, but will win the accommodation, return transfers between hotel and the event.
- 4.6 The Winner agrees they will not sell or otherwise provide their story and/or photographs which are in any way associated with this promotion to any media or other organisation.
- 4.7 The Prize is not transferable nor exchangeable for cash. The Winner should seek independent financial advice about any tax implications that may arise from the Prize winnings.
- 4.8 In participating in the Prize, the Winner agrees to participate and co-operate as required in all editorial activities relating to the Competition. The Winner agrees to grant the Promoter and the Sponsor a perpetual and non-exclusive licence (including the right to sub-licence) to use their name and such footage and photographs in all media worldwide and the Winner will not be entitled to any fee for such use.
- 4.9 If a prize winner is aged between 15 and 18 years the prize will be awarded to the winner's parent or legal guardian or nominated adult companion, on behalf of the winner.
- 4.10 In the event that a part of the Prize is no longer available, subject to regulations, the Promoter reserves the right to substitute prizes in its discretion to the same and equal recommended retail value.
- 4.11 33 Degrees is solely responsible for the fulfilment of the Prize and management of all travel arrangements.
- 4.12 Unless expressly stated in these terms and conditions all other expenses related to the Prize become the responsibility of the Winner.

## **5. HOW TO WIN**

- 5.1 Each entrant who has entered the Competition during the Competition Period in accordance with these Terms and Conditions will be entered into the random draw. The first entrant randomly drawn from the pool of entrants will be the Winner.
- 5.2 The draw will be conducted by Mnet Mobile Pty Ltd at Level 1, 16 Anster Street, Adelaide, SA 5000 on Monday 2 October 2014 at 10:00 (AEST).
- 5.3 The Winner will be notified by a phone call on the day of the draw and an email advising the Winner of their Prize will also be sent within two (2) days of the draw using the contact details provided in their entry.
- 5.4 The Winner's details will be published at 10:00 (AEST) from Tuesday 3 October 2014 at [www.yahoo7.com.au/luminous](http://www.yahoo7.com.au/luminous).
- 5.5 The Promoter reserves the right to request that the Winner provide proof of age and/or identity prior to awarding the Prize. Identification considered suitable for the verification is at the sole discretion of the Promoter.

- 5.6 The Promoter's decision (including any decisions as to prize distribution) is final and the Promoter will not enter into correspondence regarding the result.
- 5.7 It is a condition of accepting a Prize that the Winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.
- 5.8 If a winning entry is deemed not to comply with these conditions of entry, the entry will be discarded and a new winner of that prize will be determined by drawing a further valid entry in the unclaimed prize draw in accordance with 5.9.
- 5.9 The winner will be notified by phone call and email by 5pm on the date of the draw, Thursday 2nd October 2014, advising them they are the provisional winner subject to verification. The winner must call back within 48 hours to accept the prize and agree to the Terms and Conditions of the prize. Contact must be made by Monday 6th October 2014 at 5pm. If the prize winner does not call back within the required time, the prize will be awarded through the unclaimed prize draw.
- 5.10 Subject to state regulations, if the Prize remains unclaimed at 09:00 AEDT Tuesday 7 October 2014 an unclaimed prize draw will be conducted by Mnet Mobile Pty Ltd at Level 1, 16 Anster Street, Adelaide SA 5000 on Tuesday 7 October 2014 at 10:00 AEDT and the Winner will be notified by a phone call on the day of the draw and an email advising the Winner of their Prize will also be sent within two (2) days of the draw and their details published at [www.yahoo7.com.au/luminous](http://www.yahoo7.com.au/luminous) from Wednesday 8 October 2014.
- 5.11 The Promoter will not be liable for failure of a winner to respond to the Promoter's email or telephone contact attempts, and no further correspondence will be entered into. After the winner has called to accept the prize, the winner will be emailed a prize acceptance form by 33 Degrees Worldwide ("the Prizing Agency") which they need to complete and return by fax or email to 33 Degrees within 48 hours of receipt of the email.
- 5.12 It is a condition of accepting a Prize that the Winners must comply with all the conditions of use of the Prize and the Prize supplier's requirements. To the extent of any inconsistency with these Terms and Conditions, the terms and conditions of the Prize supplier prevail.

## **6. NO LIABILITY**

- 6.1 Any costs associated with entering this promotion or claiming Prizes (such as internet service charges) are the responsibility of the entrant.
- 6.2 Subject to any restrictions in law and subject to clause 6.4, the liability of the Promoter however arising, whether by breach of any condition or warranty implied by statute or of this agreement or of any duty of tort (including negligence) is limited to the total value of the relevant Prize.
- 6.3 The Promoter, the Sponsor and their associated agencies and companies will take no responsibility for Prizes damaged or lost in transit, or late, lost or misdirected mail.
- 6.4 The Promoter, the Sponsor and their associated agencies and companies will not be liable for any misadventure, accident, injury, loss (including but not limited to indirect, special or consequential loss) or claim suffered or brought by an entrant:
- a) at the drawing of the Competition;
  - b) in their participation in this Competition or in any Prize;

- c) as a consequence of late, lost or misdirected mail;
  - d) as a result of failure to comply with any of these terms and conditions; or
  - e) due to the publication of any material, including any statements made by any staff member, journalist, other entrants or any other person.
- 6.5 The Promoter, Sponsor and their affiliates accept no responsibility for any problems or technical malfunction of any communication network or for any late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft or destruction or unauthorised access to, or alteration of, entries, and reserves the right to take any action that may be available.
- 6.6 If, for any reason, this Competition is not capable of being conducted as planned, including, but not limited, due to tampering, unauthorised intervention, fraud, technical failures or for any other reason which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Competition, the Promoter reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process, take any action that may be available or to cancel, terminate, modify or suspend the Competition, subject to state legislation.
- 6.7 In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the Competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the Competition and recommence it from the start on the same conditions, subject to state legislation.

## **7. PROMOTER'S DETAILS**

- 7.1 The Promoter is Yahoo!7 Pty Limited (ABN 60 089 187 100) of Level 2, Pier 8&9, 23 Hickson Road, Millers Point, NSW 2000.
- 7.2 The Sponsor is Procter & Gamble Australia Pty Ltd (ABN 91 008 396 245) of Level 4, 1 Innovation Road, Macquarie Park, NSW 2113.
- 7.3 By entering this Competition, you agree to the Promoter collecting, using and disclosing your personal information for the purpose of conducting and promoting this Competition, in accordance with Yahoo!7's Privacy Policy which is available at <https://info.yahoo.com/privacy/au/yahoo/> which you acknowledge you have read and agree to. This privacy policy contains important information regarding how the Promoter handles your personal information, including how you can access and/or correct your personal information, or make a complaint about the handing of your personal information. Additionally, by ticking the relevant opt-in box/es, (a) you agree to the Promoter and its trusted business partners, related entities and external service providers (collectively "Third Parties") using your personal information for research and profiling purposes and for the purpose of sending you information about products and services made available by the Promoter or Third Parties (which information you may opt-out of receiving), (b) you agree to the Promoter disclosing your information to such Third Parties in connection with such purposes and (c) you agree to the Promoter sharing your personal information with the Sponsor and you acknowledge that the Sponsor will be solely responsible for its use of such information. Unless otherwise indicated by the Promoter, the Promoter may disclose entrants' personal

- information to entities outside of Australia (for a list of the countries, see the Promoter's Privacy Policy), and cannot guarantee that any overseas recipient will not breach the Australian Privacy Principles. By entering the promotion entrants consent to the overseas transfer on these terms as permitted by the Australian Privacy Principles and agree that the Promoter is not liable in this regard.
- 7.4 Sponsor will collect, use and disclose winner's personal information to enable it to deliver prizes. It may provide winners' personal information to third parties such as those responsible for delivering prizes to winners. If the personal information requested is not provided, Sponsor may not be able to deliver prizes to winners. A request to access, update or correct any personal information held by the Sponsor, and any complaints about how Sponsor handles your personal information should be directed to The Privacy Officer, Procter & Gamble Australia Pty Ltd, Level 4, 1 Innovation Road, Macquarie Park, NSW 2113, by phone on 02 8864 5000 or by email to [fmau.im@pg.com](mailto:fmau.im@pg.com). A copy of Sponsor's privacy policy is available at [www.pg.com/privacy/english/privacy\\_notice.shtml](http://www.pg.com/privacy/english/privacy_notice.shtml).
- 7.5 ACT permit number: TP 14/02638, NSW permit number: LTPS/14/05979.