

**“NYFW TRESEMME” PROMOTION
TERMS AND CONDITIONS**

1. Information on how to enter and the prize form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
 2. Entry is only open to Australian residents aged 18 years or over who are able to travel to Sydney, NSW (at their own expense) to take the prize on a weekday in November 2014.
 3. 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**”), Unilever Australia Limited (ABN 66 004 050 828) of 20 Cambridge Street, Epping NSW 2121 (“**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.
 4. Promotion commences on 05/09/2014 and closes at 5:00pm AEST on 03/10/2014 (“**Promotional Period**”).
 5. To be eligible to enter, individuals must take a creative and original photograph that demonstrates their personal ‘*New York Fashion Week*’ look/style (“**Photograph**”).
 6. To enter, individuals must then complete one (1) of the following entry methods during the Promotional Period:
 - A. **Website**: visit <http://yahoo7.com.au/tresemmeWIN> (“**Website**”), follow the prompts to the promotion entry page, input the requested details (including their full name, telephone number and a valid email address), upload their Photograph and then submit the fully completed entry form; OR
 - B. **Instagram**: access their Instagram account, log in to become a ‘follower’ of “@tresemmeau” and upload their Photograph including and the hashtag “#tresemmeWIN” in the caption field. Individuals must ensure that their Instagram account is a public (not private) to be eligible to participate.
- Each entrant warrants to the Promoter that each Photograph and any other content submitted in their entry is an original creative work of the entrant that does not infringe the rights of any third party. All content must comply with and is subject to the provisions contained in clause 22.
7. Upon completion of the above steps, subject to verification by the Promoter, individuals may then have their Photograph uploaded onto the Website for public viewing. All Photographs will be reviewed by the Promoter for compliance with these Terms and Conditions. Photographs that contain prohibited or inappropriate content, or are otherwise in breach of these Terms and Conditions, as determined by the Promoter, will at the discretion of the Promoter not be uploaded to the Website, or if already uploaded, will be removed from the Website. In addition, any entrant that submits such content will (at the discretion of the Promoter), not be eligible to win a prize.
 8. Incomplete or indecipherable entries will be deemed invalid.
 9. Multiple entries permitted, subject to the following: (a) each entry must be substantially unique; and (b) each entry must be submitted separately and in accordance with entry requirements.
 10. 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 reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may 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. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

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.
12. This is a game of skill and chance plays no part in determining the winner. Each entry will be individually judged based on the originality and creative merit of the Photograph submitted, as well as the ability of the Photograph to capture the promotional theme of the 'New York Fashion Week'. The judges may select additional reserve entries which they determine to be the next best, and record them in order of merit, in case an invalid entry or ineligible entrant is selected as a winner.
13. If the winner entered via the Website, they will be notified by telephone and email. If the winner entered via Instagram, they will be notified by way of a comment on their winning Photograph and by a direct message to the winner via the Instagram account. The winner will then be required to contact the Promoter in order to organise their prize.
14. The Promoter's decision is final and no correspondence will be entered into.
15. The best valid entry, as determined by the judges, will win a two (2) hour shopping trip with the Marie Claire Online Producer, Kate Moffatt, at the Sydney CBD David Jones store in Sydney, NSW and a \$1,000 David Jones Voucher to spend on the shopping trip.
16. The exact date of the shopping trip will be determined by the Promoter in agreement with the winner, but must be taken during a weekday (i.e. Monday to Friday, excluding Public Holidays in NSW) in November 2014. In the event agreement cannot be reached regarding the exact date of the shopping trip, the Promoter reserves the right to determine the date of the shopping trip in its absolute discretion.
17. The winner must make their own way to/from the Sydney CBD David Jones store in order to take the prize, and any cost associated with travel to/from the store (including but not limited to any flights, transfers or accommodation) will be the responsibility of the winner and will not be borne by the Promoter or Sponsor.
18. Any ancillary costs associated with redeeming the David Jones Voucher are not included. Any unused balance of the David Jones Voucher will not be awarded as cash. Redemption of the David Jones Voucher is subject to any terms and conditions of the issuer including those specified on the David Jones Voucher.
19. If for any reason the winner does not take the prize at/by the time stipulated by the Promoter, then the prize will be forfeited.
20. If the prize (or part of the prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification.
21. The prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash.
22. Entrants agree that they are fully responsible for any materials they submit via the promotion including but not limited to comments, Photographs ("**Content**"). The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove or decline to publish any Content without notice for any reason whatsoever. Entrants warrant and agree that:
 - (a) they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication;
 - (b) their Content shall not contain viruses or cause injury or harm to any person or entity;

- (c) they will obtain prior consent from any person or from the owner(s) of any property that appears in their Content;
- (d) the Content is the original artistic/literary work of the entrant that does not infringe the rights of any third party;
- (e) they consent to any use of the Content which may otherwise infringe the Content creator's/creators' moral rights pursuant to the *Copyright Act 1968* (Cth) and warrant that they have the full authority to grant these rights; and
- (f) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.

Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.

- 23. As a condition of entering this promotion, each entrant licenses and grants the Promoter and Sponsor, their affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry for any purpose, including but not limited to the purposes of uploading and publicly displaying the entries, promoting this promotion, and/or any future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.
- 24. Entrants consent to the Promoter and Sponsor 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.
- 25. 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) to modify, suspend, terminate or cancel the promotion, as appropriate.
- 26. Any cost associated with accessing the Website or Instagram is the entrant's responsibility and is dependent on the Internet service provider used.
- 27. 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 and Sponsor (including their respective officers, employees and agents) exclude 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.
- 28. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and Sponsor (including their respective officers, employees and agents) are not responsible for and exclude 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 or Sponsor'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 or Sponsor; (d) any tax liability incurred by a winner or entrant; or (e) taking/use of and/or participation in the prize.
- 29. Entry and continued participation in the promotion is dependent on entrants following and acting in accordance with the Instagram Terms of Use (which can be viewed at <http://instagram.com/legal/terms/>).
- 30. *Applicable to Instagram Entry only:* This promotion is in no way sponsored, endorsed or administered by, or associated with Instagram. Entrants understand that they are providing their information to the

Promoter and not to Instagram. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Instagram. Instagram will not be liable for any loss or damage or personal injury which is suffered or sustained by an entrant, as a result of participating in the promotion (including taking/use of a prize), except for any liability which cannot be excluded by law.

31. By entering this promotion, entrants agree to the Promoter collecting, using and disclosing their personal information for the purpose of conducting and promoting this promotion, in accordance with Yahoo!7's Privacy Policy which is available at <https://info.yahoo.com/privacy/au/yahoo/> which entrants acknowledge they have read and agree to. If this personal information is not provided the entrant may not be entered into this promotion. This privacy policy contains important information regarding how the Promoter handles entrants personal information, including how entrants can access and/or correct their personal information, or make a complaint about the handing of their personal information. Additionally, by ticking the relevant opt-in box/es, (a) entrants agree to the Promoter and its trusted partners using their personal information to help the Promoter communicate with them about offers from the Promoter and its marketing partners (which offers entrants may opt-out of receiving), and they agree to the Promoter disclosing their information to such partners in connection with such purposes and/or (b) entrants agree to the Promoter sharing their personal information with the Sponsor and they 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.
32. 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.