

“MAYBELLINE 50 SHADES OF GREY” PROMOTION
TERMS AND CONDITIONS

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. 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 (“**Promoter**”).
3. The sponsor is L’Oreal Australia Pty Ltd (ABN 40 004 191 673) of 564 St Kilda Road, Melbourne, VIC 3004 (“**Sponsor**”).
4. Entry is only open to residents of NSW, QLD, VIC, SA and WA aged 18 years or over who are able to attend the screening of “50 Shades of Grey” on 12/02/2015 at the location and time outlined in clause 16 if selected as a winner.
5. Employees (and their immediate families) of the Promoter, 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.
6. Promotion commences on 12/01/2015 and closes at 11:59pm AEDST on 05/02/2015 (“**Promotional Period**”).
7. To enter, individuals must complete the following steps during the Promotional Period:
 - a) visit www.yahoo7.com.au/winwithmaybelline;
 - b) follow the prompts to the promotion entry page;
 - c) input the requested details (including but not limited to their full name, a valid email address, telephone number, and their State of residence);
 - d) select their favourite look from the drop-down menu (being either ‘Smoky Grey’ or ‘Sultry Nude’) and explain why this is their favourite look in 25 words or less;
 - e) agree to the Terms and Conditions by ticking the relevant tick box; and
 - f) submit the fully completed entry form.
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. The entries received during the Promotional Period will be divided in the following groups, based on the entrant’s State of residence: (1) NSW; (2) QLD; (3) VIC; (4) SA; and (5) WA (“**State Groups**”).
13. This is a game of skill and chance plays no part in determining the winners. The entries received in each State Group will be individually judged based on the originality, literary merit and creative merit of the answer provided to the promotional question. The judging will take place on 06/02/2015 at the Promoter’s premises. The judges may select additional reserve entries in each State Group which

they determine to be the next best, and record them in order of merit, in case of an invalid entry or ineligible entrant.

14. The winners will be notified by email.
15. The Promoter's decision is final and no correspondence will be entered into.
16. The best three (3) valid entries in the QLD State Group, the best four (4) valid entries in each of the NSW and WA State Groups, and the best seven (7) valid entries in each of the VIC and SA State Groups (as determined by the judges) will each win a private and catered screening of "50 Shades of Grey" at the cinema outlined in the table below on 12/02/2015 at 6:00pm (local time) for the number of people (including the winner) outlined in the table below. Each guest (including the winner) will also receive a Maybelline NY Prize Pack, valued at \$111.65. Each prize pack will include one (1) of each of the following Maybelline products: a Brown Drama Mascara, Master Graphic, Colossal Pumped Up, Color Elixir, Color Drama, Master Glaze, and Master Hi-light (or such other products as determined by the Sponsor in its discretion). Each winner acknowledges and agrees that they will not have exclusive use of the cinema for the screening of "50 Shades of Grey" and that the other winners (and their guests) in their applicable State Group will attend the same cinema for the screening. The exact food and beverages offered as part of the catering at each cinema will be determined by the Promoter in its absolute discretion. Each winner and his/her guests are responsible for ensuring all guests meet the age requirements for classification for the film as set by Australian Classification. Each winner and their guests must make their own way to/from the relevant cinema, and any costs associated with travel to/from the cinema will be the responsibility of the winner and their guests and will not be borne by the Promoter.

State Group	Cinema	Number of People (Including Winner)
SA	Nova Eastend Cinema, 250 Rundle St, Adelaide	Eleven (11)
QLD	New Farm Cinemas, 701 Brunswick Street, New Farm	Ten (10)
WA	Backlot Studios, 21 Simpson Street, West Perth	Ten (10)
VIC	Backlot Studios, 65 Haig Street, Southbank	Eleven (11)
NSW	Universal Theatre, 1 Munn Street, Millers Point	Ten (10)

17. The next ten (10) best valid entries received in each State Group, as determined by the judges, will each win an in-season double-pass to a screening of "50 Shades of Grey". In-season double-passes are valid at Hoyts Cinemas, Event Cinemas, Greater Union, Birch Carroll & Coyle, Village Cinemas, Reading Cinemas and participating independent cinemas during the theatrical season of "Fifty Shades of Grey" only. Any ancillary costs associated with redeeming the in-season double-passes are not included. Redemption of the in-season double-passes is subject to any terms and conditions of the issuer including those specified on the in-season double-passes.
18. If a winning entry is deemed not to comply with these Terms and Conditions, including if a winner determined in accordance with clause 16 is unable to attend the screening of "50 Shades of Grey" on 12/02/2015, the entry will be discarded and the prize will be awarded to the entrant who submitted the next best valid entry in that State Group that has not already received a prize.
19. If for any reason a winner does not take a prize (or part of a prize) at/by the time stipulated by the Promoter, then the prize (or that part of the prize) will be forfeited.
20. If any prize (or part of a 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 prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.
22. Each entrant warrants to the Promoter and Sponsor that the answer to the promotional question submitted in each entry is an original literary work of the entrant that does not infringe the rights of any third party. The entrant agrees to indemnify the Promoter and Sponsor against all costs and claims by third parties arising from a breach of this warranty.

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. Entrants consent to any use of their entry which may otherwise infringe their moral rights pursuant to the Copyright Act 1968 (Cth).
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 or Sponsor.
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. The Promoter may in its absolute discretion cancel the prize or otherwise cease to provide any benefit of the prize to a winner (and their guests, if applicable) if the winner (or their guests, if applicable), in the opinion of the Promoter, is while attending the screening of "50 Shades of Grey" under the influence of alcohol or any other drug, behaves aggressively or offensively, or behaves in a manner which may diminish the good name or reputation of the Promoter, Sponsor or any of their related bodies corporate or the agencies or companies associated with this promotion, is contrary to law or is otherwise inappropriate.
27. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
28. 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 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.
29. 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 variation in prize value to that stated in these Terms and Conditions; (e) if any '50 Shades of Grey' private screening event is delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter; (f) any tax liability incurred by a winner or entrant; or (g) attendance at a '50 Shades of Grey' private screening event and/or taking of a prize.
30. 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. 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.

31. The Promoter and Sponsor may communicate or advertise this promotion using Facebook. However, the promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. Entrants are providing their information to the Promoter and not to Facebook. Each entrant completely releases Facebook from any and all liability.