

Terms and Conditions – Donna Hay 100 August 2018

1. The Promoter is donna hay Pty Ltd (ABN 92059520151) of level 5, 83-97 Kippax Street Surry Hills NSW Australia 2010. Telephone number (02) 9282 6500.
2. Information on how to enter and prizes forms part of the terms of entry. Entry into the competition is deemed acceptance of these terms and conditions.
3. To the extent of any inconsistency between these Terms and Conditions and any other reference to this competition, these Terms and Conditions prevail.

Who can enter

4. Entry is open to all residents of Australia except employees and immediate families of the Promoter and their associated companies and agencies and participating outlets. 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.

5. All entrants under the age of 18 must obtain the prior permission of their legal parent or guardian over the age of 18 to enter. The parent or guardian of the entrant must read and consent to all Terms and Conditions. The parent or guardian may be called to verify consent and may be required to sign a release at the discretion of the Promoter. The release will require the winner's parent or guardian to accept responsibility for the acts and forbearances of the winner. The release will include the full name, address and telephone number of the winner's legal guardian. Failure to provide such proof, particulars or releases will immediately invalidate the winner's entitlement to the prize, subject to State and Territory legislation. If the competition winner is under 18 years of age, the prize will be awarded to the winner's parent or legal guardian.

6. The Promoter reserves the right to request winners to provide proof of identity, proof of residency at the nominated prize delivery address and/or proof of entry validity or proof of registration ownership in order to claim a prize. Proof of identification, residency and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.

When to enter

7. The competition commences on 04/08/2018 at 00:01 (AEDT) and concludes on 25/08/2018 at 23:59 (AEDT). Entries must be received by the Promoter prior to the competition close date and time.

8. The time of entry will in each case be the time the online entry is received by the Promoter's database, not at the time of transmission by the entrant.

9. The Promoter accepts no responsibility for any late, lost or misdirected entries including emails not received by the Promoter or delays in the delivery of the email message due to technical disruptions, network congestion or for any other reason.

How to enter

10. The details of how to enter the competition are set out at <https://www.donnahay.com.au/competition/win-a-dh100-donna-hay-gift-bag>

11. Entrants may enter the competition by completing the entry form on donnahay.com.au and answering, in 25 words or less, "What's your favourite issue of donna hay magazine, and why?" Entrants need to register membership to donnahay.com.au to enter. Registration is free. The cost of accessing the promotional website is dependent on the entrant's individual internet service provider.

12. Entrants are required to take full responsibility for the content of their entry and for ensuring that their entry complies with these Conditions of Entry. For the purposes of these content requirements, "entry content" includes any content (including text, photos, videos and email messages) that entrants submit, upload, transmit, publish, communicate or use in connection with their entry into the Promotion. Entries must be the entrant's original work. The Promoter reserves the right to verify, or to require the entrant to verify, that the entry is the entrant's original work. If an entry cannot be verified to the Promoter's satisfaction, the entry will be deemed invalid. The Promoter may, in its absolute discretion, edit, modify, delete, remove or take down any part of an entrant's entry. An entrant's entry must not include:

(a) any image or voice of any other person without that person's express consent. Entrants warrant that if any such content is included, they have obtained the express consent of the relevant person;

(b) any content that contravenes any law, infringes the rights of any person or is potentially insulting, inflammatory, defamatory, obscene, offensive, discriminatory, indecent or otherwise objectionable or inappropriate (which includes, without limitation, any content involving nudity, malice, excessive violence or swearing); and

(c) any literary, dramatic, musical or artistic work, any audio-visual or sound recording, or any other item in which copyright subsists, unless the entrant is entitled to do so. If an entrant has any doubts about whether they have the right to include any content (for example, recorded music) they must not include it. By including any such content in their entry, the entrant warrants that they have the permission of the relevant copyright owner to do so and that this permission allows the Promoter to use the entry in accordance with these Conditions of Entry.

13. The Promoter reserves the right to disqualify a winner if Promoter becomes aware that the winner and/or the winner's entry is of a type described in this clause.

14. Any entry that is made on behalf of an entrant by a third party will be invalid.

15. The Promoter reserves the right to disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these Terms & Conditions of Entry or who has, in the opinion of Promoter, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter. This includes, but not limited, to entrants and households using multiple email addresses, postal addresses, PO Box addresses or SIM cards to register single or multiple purchases.

Number of entries permitted

16. Multiple entries per person. Only one prize will be awarded per person.

17. All entrants may enter as many times as they like but only one prize will be awarded per household.

Determination and notification of winner

There will be a total of twenty winners. The Prize is not transferable or exchangeable and cannot be redeemed for cash. The ten winners will be valid entries submitted in accordance with these terms and conditions as judged by donna hay magazine team to be the most creative and original on 30/08/2018 at 14:00 (AEDT) at donna hay Pty Ltd, Level 5, 83-97 Kippax Street, Surry Hills, NSW, 2010, Australia.

18. This competition is a game of skill. Chance plays no part in determining the winner.

19. If any particular determination is scheduled on a public holiday, the determination will be take place on the following business day.

20. The Promoter's decision is final and the Promoter will not enter into correspondence regarding the competition result or any other decisions the Promoter makes in connection with the Promotion.

21. The winners will be notified by telephone or email within three business days of being determined. Winners of prizes will be notified by 04/09/2018.

22. Prizes will be awarded to the person named in the entry. However, in a dispute, will be awarded to the account holder of the entry mechanism used to submit their entry (i.e. mobile phone account holder or land line account holder).

23. Should an entrant's contact details change during the promotional period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.

Prize on offer

24. There will be twenty (20) prizes on offer, each individual prize is valued at \$237.99. Total prize pool valued at \$4759.80 (including GST) as at 04/08/2018.

Twenty (20) winners will each receive:

- donna hay magazine issue 100 collector's edition, valued at \$8.50
- Le Creuset Stoneware 28cm Heritage Oval Dish in Marseille Blue, valued at \$69
- Estée Lauder Advanced Night Repair Eye Supercharged Complex Synchronized Recovery, valued at \$105
- Cloudy Bay Pelorus Rose, valued at \$39.99
- CSR Dark Brown Sugar, \$4.00
- Haigh's Chocolate Midi Frog (assorted), valued at \$11.50

25. Prize values are based upon the recommended retail prices at the time of printing (inclusive of GST). The Promoter accepts no responsibility for change in prize value between now and the ultimate prize redemption date.

26. Prizes cannot be transferred, exchanged or redeemed for cash.

27. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements

28. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion. If an entrant under 18 years of age wins a prize, then their parent or guardian must sign the legal release referred to in this clause on the minor's behalf.

Further Terms and Conditions

29. The Promoter (subject to State and Territory Legislation) reserves the right to amend, cancel or suspend this competition if an event beyond the control of the Promoter corrupts or affect the administration security, fairness, integrity or proper conduct of this competition. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this competition.

30. If for any reason this competition is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this promotion, 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, and to cancel, terminate, modify or suspend the competition, subject to any direction given under State Regulation.

31. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.

32. Any entrant found to be using any form of software or third party application to enter multiple times (including scripting software) will have all entries invalidated and any claim to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any awarded prize to the Promoter. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.

33. Any entrant found to be entering incorrect contact details, including incorrect email contact details, will have all entries invalidated and any claim to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any awarded to the Promoter. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.

34. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State Regulation. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.

35. The Promoter highly recommends a current residential street address be provided when requested for ease of correspondence and potential prize delivery. The Promoter makes all reasonable efforts to deliver prizes to the addresses provided by competition entrants. The Promoter cannot guarantee that any prizes returned to the Promoter due to non-delivery at the provided address will be re-sent to the prize winner. The Promoter and its associated agencies and companies will not be liable for any damage to or delay in transit of prizes.

36. The Promoter reserves the right to re-determine the winner in the event of an entrant, claiming to be a winner, being unable to satisfy these Terms and Conditions.

Copyright, Statutory guarantees, Waiver and liability

37. In consideration for the Promoter awarding the prize to the winner, the winner hereby permits the winner's submission, image and/or voice, as recorded, photographed or filmed during the winner's participation in the prize to appear in connection with Donna Hay Pty Ltd or the advertising or marketing thereof, in any media whatsoever throughout the world and the winner will not be entitled to any fee for such use.

38. The Promoter acknowledges that the entrant may own intellectual property rights (including copyright) in any material created or otherwise submitted to the Promoter in connection with the entrant's entry or participation in any aspect of the prize (Works). The entrant hereby grants the Promoter a non-exclusive, irrevocable, perpetual, worldwide licence to use the Works (including modifying, adapting or publishing the Works, whether in original or modified form, in whole or in part or not at all). The entrant acknowledges and agrees that neither the entrant nor any third party shall be entitled to any fee, royalty or other consideration in respect of such licence. If the entrant holds, now, or at any time in the future, any so called "droit moral" or moral rights in connection with the Works, the entrant unconditionally and irrevocably consents, for the benefit of the Promoter and all of its assignees, licensees and sub licensees to material alterations to the Works (including, without limitation, any copying, editing, adding to, taking from, adapting and/or translating the Works, in any manner or context) for any purpose, notwithstanding that such conduct may amount to derogatory treatment of the Works for the purposes of the *Copyright Act 1968* (Cth).

39. 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 any directions given under State Regulation.

40. The Promoter does not exclude any rights and remedies in respect of goods or services under the Australian Consumer Law in the Competition and Consumer Act (2010) (Australian Consumer Law) which cannot be excluded, restricted or modified. However, the Promoter shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prize/s except for any liability which cannot be excluded by law. The Promoter is not responsible for any incorrect or inaccurate information, either caused by entrant or for any of the equipment or programming associated with or utilised in this competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.

41. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions, 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.

42. All entries become the property of the Promoter (with the exception of any intellectual property rights comprised therein). The Promoter collects personal information about you for the purposes of conducting this promotion but no further use of this information will be made without prior consent.

43. All entries become the property of The Promoter (with the exception of any intellectual property rights comprised therein). All opt-in entries will be entered into a database and The Promoter may use the entrant's names, addresses and telephone numbers for future promotional, marketing and publicity purposes in any media worldwide without notice and without any fee being paid unless otherwise advised by the entrant. By opting-in, entrants confirm that they allow their details to be used for this purpose. If entrants no longer consent to their details being used for future marketing purposes, the entrant should contact The Promoter on their details set out below. Any request to update, modify or delete the entrant's details should be directed to The Promoter.

44. The Promoter collects information about you, including for example your name and contact details which you provide when registering or using our services as well as information from data houses, social media services, our affiliates and other entities you deal or interact with for example by using their services. We collect and use that information to provide you with our goods and services, to promote and improve our goods and services, to provide you with targeted advertising based on your online activities, for the purposes described in our Privacy Policy and for any other purposes that we describe at the time of collection. We may disclose your information to our related companies, including those located outside Australia. Any of us may contact you for those purposes (including by email and SMS) at any time. We may also disclose your information to our service and content providers, including those located outside Australia. A request to access, update or correct any information should be directed to the Promoter at its address set out below.