ECCO 'WIN A TRIP TO LEGOLAND DISCOVERY CENTRE MELBOURNE' PROMOTION Terms and Conditions

- These terms and conditions are for all entrants who enter the 'ECCO WIN A TRIP TO LEGOLAND DISCOVERY CENTRE MELBOURNE' Promotion ("Promotion"). Participation in this Promotion is deemed acceptance of these Terms and Conditions.
- 2. The "Promoter" is ECCO Shoes Pacific Pty Ltd, ABN 90 087 026 186.

ELIGIBILITY

- 3. Subject to condition, this Promotion is only open to Australian residents of 18 years or older.
- 4. The following are ineligible: (i) employees of the Promoter or any of the tenants or any of the Promoter's agencies that are associated with the Promotion; (ii) the spouse, defacto spouse, parent, child or sibling of an excluded employee; and (iii) any person who the Promoter has previously notified is not permitted to enter the Promoter's promotions.

PROMOTION PERIOD

 This Promotion commences at 9.00am Australian Eastern Daylight Time ("AEDT") on Saturday the 22nd of September 2018 and ends at 9:00pm on Wednesday 31st October 2018 ("AEDT") ("Promotion Period").

HOW TO ENTER

- 6. To enter this Promotion, eligible individuals must:
 - Make an ECCO Kids shoe purchase at one of the following 11 x stores
 - Fill out an A5 form with customer details so we can contact the winner

RETAIL	
Store	Store Address
ECCO HORNSBY	ECCO Westfield Hornsby Store manager: Josie Westfield Hornsby Shop 2017/8, 236 Pacific Highway HORNSBY NSW 2077 PH: 02 9477 7686

ECCO WESTFIELD CHATSWOOD	ECCO Westfield Chatswood Store manager: Leila Westfield Chatswood Shop 548, 1 Anderson Street CHATSWOOD NSW 2067 PH: 02 9413 1897
ECCO WARRINGAH MALL	ECCO Westfield Warringah Mall Store manager: Claudia Westfield Warringah Mall Shop 350, Cnr Condamine Street and Old Pittwater Road BROOKVALE NSW 2100 PH: 02 9907 2336
ECCO BRIGHTON	ECCO Brighton Store manager: Elizabeth 71-73 Church Street BRIGHTON VIC 3186 PH: 03 9591 0277
ECCO CHADSTONE	ECCO Chadstone Store manager: Lee Chadstone Shopping Centre Shop 330, 1341 Dandenong Road CHADSTONE VIC 3148 PH: 03 9530 9376
ECCO MOSMAN	ECCO Mosman Store manager: TBC 593 Military Road MOSMAN NSW 2088 PH : 02 9960 4852
ECCO WESTFIELD DONCASTER	ECCO Westfield Doncaster Store manager: Patricia Westfield Doncaster Shop G085, 619 Doncaster Road DONCASTER VIC 3108 PH: 03 9848 9148
ECCO WODEN	ECCO Westfield Woden Store manager: Cat Westfield Woden Shop 35A Westfield Woden, 2 Keltie Street PHILLIP ACT 2606 PH: 02 6282 5413
ECCO MARION	ECCO Westfield Marion Store manager: Sasha Westfield Marion Shop 1107 Westfield Marion 297 Diagonal Road OAKLANDS PARK SA 5046 PH: 08 8358 1131
ECCO GARDEN CITY	ECCO Westfield Garden City Store manager: Jolene Westfield Garden City Shop 2329 Westfield Garden City UPPER MT GRAVATT QLD 4122 PH: 07 3849 6310

ECCO CHERMSIDE	ECCO Westfield Chermside Store manager: Ray Westfield Chermside Shop 384 , Cnr Gympie & Hamilton Rds CHERMSIDE QLD 4032 PH: 07 3359 1787
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It is a condition of entering the Promotion that entrants agree for their personal information to be added to the Promoters database and to be used in accordance with the purposes set out in these Terms and Conditions.

LIMITS ON ENTRY

7. Entrants are able to enter multiple times provided they make multiple purchases.

8. PRIZES

- 1 x trip for a family of four to Legoland Discovery Centre in Melbourne to the value of \$3,000
- 10 x Runners up will receive a Family free pass to their choice attraction from the following • options:
 - o The Sydney Eye Tower Observation Deck
 - The Australian Animal Adeventure Wildlife Sydney Zoo 0
 - o Sealife Aquarium Sydney
 - o Sealife Aquarium Melbourne
 - o Sealife Aquarium Sunshine Coast
 - o Madame Tussards Sydney

9. DRAW DETAILS

- All customers who make a ECCO Kids Shoe purchase will go into the draw to win.
- One winner and 10 runners up will be announced on Monday 12th November 2018. •
- Prize winners will be randomly selected •
- The judge's decision is final. No further correspondence will be entered into. •
- The winner must provide suitable identification to the Promoters' satisfaction to be entitled to redeem their prize.
- ٠ The Promoter reserves the right to redraw in the case of an invalid entry or invalid entrant.

GENERAL

11. If there is a dispute as to the identity of the entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.

- 12. Prize is subject to the standard terms and conditions of individual prize and service providers. If for any reason a winner does not take the prize or an element of the prize at the time stipulated, then the prize or that element of the prize will be forfeited and will not be redeemable for cash.
- 13. If any prize (or part of any prize) is unavailable due to reasons beyond the control of the Promoter, the Promoter at 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, subject to any written directions from a regulatory authority.
- 14. Printing and other quality control errors will not invalidate an otherwise valid prize claim. Unless otherwise due to fraud or ineligibility under these Terms and Conditions, all prize claims in excess of the advertised prize pool will be honoured. Win game materials are void if stolen, forged, mutilated or tampered with in any way.
- 15. At the end of the lottery all existing claims for prizes and entitlements to claims will be met.
- 16. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
- 17. Entrants consent to the Promoter using the entrant's 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.
- 18. The Promoter reserves the right, at any time, to verify the validity of entries (including contacting Participating Retailers) and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 19. If this Promotion is interfered with in any 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 to (a) disqualify an entrant; or (b) subject to any written directions from a regulatory authority to modify, suspend, terminate or cancel the Promotion, as appropriate.
- 20. The Promoter's decision is final and no correspondence will be entered into.
- 21. Nothing in these Terms and Conditions limit, exclude or modify 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 (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.

22. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (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 control); (b) any theft, unauthorised access or third party interference; (c) any entry or correspondence that is late, lost, altered, damaged or misdirected due to any reason beyond the reasonable control of the Promoter; (d) any variation in the prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by an entrant or winner; or (f) use of the prize.

PRIVACY

25. In order to conduct this Promotion, the Promoter needs to collect personal information about each entrant and may for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, gift suppliers and regulatory authorities. Participation in the Promotion is conditional on providing this information. It is a condition of entry that the entrant agrees to being entered into the Promoter's database. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity and research purposes, including sending electronic messages or telephoning the entrant and for such other purposes as set out in the ECCO Privacy Policy. Entrants should direct any request to access, update or correct information to the Promoter. All personal details of entrants will be stored at the office of the Promoter. Upon the entrant's request, all information provided will be removed from our active database. All entries remain the property of the Promoter. To view the ECCO Privacy Policy, please visit https://au.shop.ecco.com/policies-privacy-policy.html

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