

LOTTE DUTY FREE TRADE PROMOTION TERMS & CONDITIONS

PROMOTION DETAILS

1. Promotion	Lotte Duty Free Star of Capricorn (" Promotion ")
2. Promoter	LOTTE TRAVEL RETAIL AUSTRALIA PTY LTD (ABN 71 628 207 367) (" Promoter ") Address: Level 3/250 Collins Street, Melbourne VIC 3000 Email: enquiries@lottedutyfree.com.au Phone: 1300 388 937 Website: https://www.lottedutyfree.com.au/ (" Promoters Website ")
3. Prize Pool	<ul style="list-style-type: none">• Total Prize Pool: \$6,000 AUD incl. GST.• Prizes: <u>Sydney DownTown Store Prize</u><ul style="list-style-type: none">• 2 x Cat-1 Sponsor Exclusive tickets to the 'Jay Chou Carnival World Tour 2024' (one (1) ticket at Rod Laver Arena, Melbourne Olympic Boulevard, and one (1) ticket at Giants Stadium, Sydney Olympic Park) valued at \$3,000.00 AUD each (incl. GST).
4. Promotional Period	Commences: 18/01/2024 End: 20/01/2024
5. Eligible Entrants	Entry to the Promotion is open to only: (a) Persons residing in Australia at the time of purchase; exclude SA residents and (b) Aged eighteen (18) years or over. (c) Directors, employees (and immediate family members) of the Promoter, its distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter. (d) Immediate family members are any of the following: spouse, ex-spouse, de-facto spouse, child or stepchild (whether natural or by adoption), parent, stepparent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
6. Entry Requirements & Instructions	(a) Eligible Entrants will have the opportunity to enter the Prize Draw if they spend a minimum of three thousand, eight hundred and eighty-eight Australian Dollars (\$3,888.00) in a single transaction at the Lotte Duty Free Sydney Store (" Eligible Transaction "). (b) Eligible Entrants must otherwise comply with these Terms & Conditions.
7. Entry Conditions	<ul style="list-style-type: none">• Participants can redeem one (1) entry per Eligible Transaction.• There is no limit to the number of entries a participant can make to the major draw.• All Entrants must retain their original purchase receipt for all entries as proof of purchase. Failure to produce proof of purchase for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an Entrant's entries and forfeiture of any right to a Prize. Purchase receipt(s) must clearly specify the store of purchase and the date of purchase. The Purchase must be made within the Promotional Period and the purchase receipt(s) must be uploaded during the Promotional Period.

<p>8. Draw Date & Method</p>	<p>Prize Draw</p> <ul style="list-style-type: none"> • The Prize Draw will take place on 22 January 2024 at 5:00pm. • The Prize Draw will take place via a random computer-generated draw completed on 22 January 2024, taking place at the Promoter’s Head Office located at Level 3/250 Collins Street, Melbourne VIC 3000. <p>Redraw</p> <ul style="list-style-type: none"> • If ten (10) days after the Prize Draw the Prize remains unclaimed, a redraw will take place via a random computer-generated draw completed on 1 February 2024 at 5:00pm, taking place at the Promoter’s Head Office located at Level 3/250 Collins Street, Melbourne VIC 3000. • The redraw will take place on 1 February 2024 at 5:00pm.
<p>9. Notification of the Winner</p>	<ul style="list-style-type: none"> • The Prize Draw winners will be notified via email and/or phone call within two (2) days of drawing. Winners will also be published on the Promoter’s Website for at least thirty (30) days from the date of drawing. • Should a Redraw be required, winners will be notified via email and/or phone call within two (2) days of drawing. Winners will also be published on the Promoter’s Website for at least thirty (30) days from the date of drawing.
<p>10. Method of Claiming Prize</p>	<ul style="list-style-type: none"> • Winners will have ten (10) days from notification of the Prize Draw (or Redraw) to collect their Prize. • Prize winners will be required to follow instructions provided by the Promoter to their email address. • Prize winners may elect to receive their Prize via mail or email. Alternatively, Prize winners may collect their Prize at the Lotte Sydney or Melbourne DownTown Store. • The Promoter will not be responsible for any failure by the Prize winner to claim their Prize. • Once the Prize is claimed, Prize Draw winners are unable to refund the goods purchased unless there is a crucial defect in the product.
<p>11. Permit Numbers (where applicable)</p>	<p>N/A</p>

GENERAL TERMS & CONDITIONS:

1. INTRODUCTION & THE PROMOTION

- 1.1 These Terms & Conditions are to be read in conjunction with the Promotion Details above. Any capitalised terms used in these Terms & Conditions have the meaning set out in the Promotion Details above.
- 1.2 These Terms & Conditions apply to the Promotion which is conducted by the Promoter. By participating in the Promotion, you agree to be bound by these Terms & Conditions, which constitutes as a legally binding agreement between you and the Promoter.
- 1.3 Where applicable, the Permit Numbers as set out in Item 11 of the Promotion Details apply to the Promotion.
- 1.4 All decisions made by the Promoter with respect to any aspect of the Promotion are final, and no correspondence will be entered into with you.

2. ENTRY

- 2.1. All entries in the Promotion must comply with these Terms & Conditions ("**Entry**") and each Entry has an equal chance at winning the Prize.
- 2.2. Your Entry must be submitted:
 - (a) during the Promotional Period set out in Item 4 of the Promotion Details;
 - (b) in accordance with the Entry Requirements & Instructions set out in Item 6 of the Promotion Details; and
 - (c) in accordance with the Entry Conditions set out in Item 7 of the Promotion Details.
- 2.3. Your Entry will be deemed to be received only when received by the Promoter.
- 2.4. If you submit an Entry, you warrant that you are an Eligible Entrant set out in Item 5 of the Promotion Details and that if you are not, you may be disqualified from the Promotion. The Promoter reserves all rights with respect to such breach.
- 2.5. You are solely responsible for your Entry, including any costs associated with entering the Promotion and/or network connectivity.
- 2.6. Where applicable, except for your personal information, the Promoter is the sole owner of all intellectual property in connection with the Promotion (including your Entry).

3. PRIZE

- 3.1. The Prize must be accepted as offered and claimed in accordance with Item 10 of the Promotion Details, otherwise the Prize shall be forfeited by the Winner. The Promoter will not be liable for any unclaimed Prize under this Clause and the Promoter is under no obligation to offer an additional or substitute Prize to that Winner.
- 3.2. The Prize may be subject to any additional terms and conditions as determined by the relevant supplier of the Prize and/or the Promoter.
- 3.3. Unless otherwise stated, the Prize cannot be resold, transferred, exchanged, redeemed for cash for any reason; or used for any advertising, promoting or other commercial purposes.
- 3.4. The Total Prize Value set out in Item 3 of the Promotion Details is correct as at the date of preparing these Terms & Conditions and shall include any applicable GST.
- 3.5. The Promoter does not accept any responsibility for a variation in the Prize. If any Prize (or part of) is unavailable, the Promoter reserves the right to substitute the Prize with a Prize of equal or greater value and you agree to accept such substitution in writing, subject to any applicable regulation.
- 3.6. To the fullest extent permitted, the Promoter will not be held responsible for the failure to provide the Winner with the Prize or substitute Prize under Clause 3.5.
- 3.7. Where applicable, the Promoter is not responsible for any dispute between a Winner and any person with whom a Winner chooses to share the Prize.
- 3.8. The Promoter is not responsible for any tax implications and the Winner is solely responsible for the payment of all taxes (if any) in connection with the Prize. It is the Winner's sole responsibility to seek independent financial advice as they require.

- 3.9. Redeeming a Prize is conditional on acceptance of the terms and conditions of the relevant Prize supplier. It is the responsibility of a Prize Winner to comply with the terms and conditions of the relevant Prize supplier. For additional terms and conditions, please refer to the Prize supplier's website located at <https://premier.ticketek.com.au/Content/buyers/termsofsale.aspx>.

4. PARTICIPANT CONDUCT & BREACH

- 4.1. You must not:
- a) tamper with the Promotion in any way or at any stage;
 - b) engage in any conduct that may jeopardise the fair and proper conduct of the Promotion, including using automatically generated entries or aliases;
 - c) act in a disruptive, annoying, threatening, abusive or harassing manner; or
 - d) do anything that may diminish the good name or reputation of the Promoter or any of its related partners, suppliers, entities and/or of the agencies or companies associated with this Promotion.
- 4.2. The Promoter reserves the right, at any time, to require documentation from you to verify the validity of your Entry (including but not limited to your name, age and place of residence).
- 4.3. Any breach of or failure by you to comply with these Terms & Conditions or those imposed by the Promoter's partners may result in the Prize being withdrawn from you or you being disqualified from the Promotion, without further liability for the Promoter and/or its partners.
- 4.4. The Promoter and/or its partners reserve all rights with respect to any breach of these Terms & Conditions.

5. PERSONAL INFORMATION AND PROMOTIONS & MEDIA

- 5.1. Your personal information is directly collected by the Promoter in connection with the Promotion and is used to:
- (a) Conduct the Promotion, which may include supplying your personal information to the Promoter's partners and/or suppliers of the Prize;
 - (b) Provide you with the Promoter's or partners monthly subscription updates, which you can unsubscribe from at any time; and
 - (c) Promote the Promoter and/or the Promotion in accordance with Clause 6.2.
- 5.2. The Winner agrees to participate in promotional activity and consents to the use of the Winner's name and image in connection with the Promotion, without further remuneration.
- 5.3. By entering into this Promotion, you agree that the Promoter may store and use your personal information in accordance with its Privacy Policy ("**Privacy Policy**").
- 5.4. Please visit the Privacy Policy for further information regarding how to seek access or correction of your personal information, or to make a complaint with respect to your privacy. The privacy policy can be found at <https://www.lottedutyfree.com.au/privacy>.

6. LIMITATION OF LIABILITY

- 6.1. To the fullest extent permitted by law, the Promoter is not liable for any personal injury or death, losses or damages of any kind to persons or property resulting in whole or in part, directly or indirectly, from the participation in the Promotion or from the acceptance, possession, misuse or use of any Prize.
- 6.2. Without limiting Clause 6.1, the Promoter and its partners, suppliers of the Prize, or associated companies is not liable for any incorrect or ineligible submission Entries, failure to claim a Prize, damage or delay in delivery of Prizes, or failure to receive correspondence.
- 6.3. If this Promotion cannot be conducted for any reason beyond the Promoter's control (including but not limited to technical issues, failure, tampering or fraud), the Promoter may end, amend, suspend or cancel

the Promotion or disqualify affected Entries, subject to any necessary approval by the relevant regulatory body (if any).

7. GENERAL

- 7.1. Nothing in these Terms & Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
- 7.2. By entering into the Promotion, you accept that any dispute with respect to the Promotion and/or these Terms & Conditions shall be subject to the jurisdiction of the Victorian Courts in Australia.