

## LOTTE DUTY FREE TRADE PROMOTION TERMS & CONDITIONS

### PROMOTION DETAILS

<b>1. Promotion</b>	Lucky You - Lotte Duty Free Brisbane Airport Lucky Draw (" <b>Promotion</b> ")
<b>2. Promoter</b>	LOTTE TRAVEL RETAIL AUSTRALIA PTY LTD (ABN 71 628 207 367) (" <b>Promoter</b> ") Address: Level 3/250 Collins Street, Melbourne VIC 3000 Email: enquiries@lottedutyfree.com.au Phone: 1300 388 937 Website: <a href="https://www.lottedutyfree.com.au/">https://www.lottedutyfree.com.au/</a> (" <b>Promoter's Website</b> ")
<b>3. Prize Pool</b>	<ul style="list-style-type: none"><li>• <b>Total Prize Pool:</b> \$4,000 AUD (incl. GST).</li><li>• <b>Prize:</b> Coles <u>or</u> Woolworths Gift Card valued at \$4,000.00 AUD (incl. GST) ("<b>Prize</b>").</li></ul>
<b>4. Promotional Period</b>	<b>Commences:</b> 01/08/2024 <b>End:</b> 31/08/2024
<b>5. Eligible Entrants</b>	Entry to the Promotion is open to only: (a) Persons residing in Australia; (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; and (d) Immediate family members are any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, stepparent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1 <sup>st</sup> cousin.
<b>6. Entry Requirements &amp; Instructions</b>	(a) Eligible Entrants will have the opportunity to enter the Prize Draw if they: 1. Spend a minimum of one Australian Dollar (\$1.00) or more on eligible products at the Lotte Duty Free Brisbane International Airport Stores (Departure and Arrival) (" <b>Eligible Transaction</b> ", " <b>Eligible Entrants</b> "). (b) Tobacco products are excluded. (c) Eligible Entrants will need to scan the Promoter's QR code and provide their eBill number, full name, phone number, and email address on the Promoter's Website. (d) Participants can redeem one (1) entry per Eligible Transaction. (e) Duty Free allowances apply.
<b>7. Entry Conditions</b>	<ul style="list-style-type: none"><li>• There is no limit to the number of entries a participant can make to the major draw. Participants will only receive entries for purchases of eligible products.</li><li>• Each Eligible Entrant must retain their original purchase receipt or online invoice for all entries as proof of purchase. Failure to produce the 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) or invoice(s) must clearly specify the store of purchase (for in-store purchases) and the date of purchase on the receipt(s) be during the Promotional Period and prior to entry.</li></ul>

<b>8. Draw Date &amp; Method</b>	<p><b>Prize Draw</b></p> <ul style="list-style-type: none"> <li>• Prize Draw will take place on 2 September 2024.</li> <li>• The Prize Draw will take place via a random computer-generated draw completed on 2 September 2024, taking place at the Promoter’s Head Office located at Level 3/250 Collins Street, Melbourne VIC 3000.</li> </ul> <p><b>Redraw</b></p> <ul style="list-style-type: none"> <li>• 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 12 September 2024, taking place at the Promoter’s Head Office located at Level 3/250 Collins Street, Melbourne VIC 3000.</li> <li>• The redraw will take place on 12 September 2024.</li> </ul>
<b>9. Notification of the Winner</b>	<ul style="list-style-type: none"> <li>• The Prize Draw Winner will be notified via email and/or phone call within two (2) days of drawing. The Winner will also be published on the Promoters Website for at least thirty (30) days from the date of drawing.</li> <li>• Should a Redraw be required, the Winner will be notified via email and/or phone call within two (2) days of drawing. Winner will also be published on the Promoters Website for at least thirty (30) days from the date of drawing.</li> </ul>
<b>10. Method of Claiming Prize</b>	<ul style="list-style-type: none"> <li>• The Prize Winner will have two (2) days from notification of the Prize Draw (or Redraw) to collect their Prize.</li> <li>• The Prize Winner will be required to follow instructions provided by the Promoter to their email address.</li> <li>• Once the Prize is claimed, Eligible Entrants are unable to refund the Prize.</li> <li>• The Promoter will not be responsible for any failure by the Prize Winner to claim their Prize.</li> <li>• The Promoter will not be responsible for the Winner’s failure to use their Prize within the validity period of 12 months from date of issue. For more information, please refer to General Terms and Conditions clause 3.9.</li> </ul>
<b>11. Permit Numbers (where applicable)</b>	N/A

**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.
- 1.5 The Promotion is in no way sponsored, endorsed or administered by, or associated with Coles or Woolworths and Entrants hold Coles and Woolworths harmless from any claims, loss or damage.

## **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, including redemption dates. For additional terms and conditions, please refer to the Prize

supplier's website located at: <https://www.coles.com.au/help/gift-cards> and <https://giftcards.woolworths.com.au/>.

- 3.10. It is the Winner's responsibility to ensure that they have requisite visas, vaccinations, valid documentation (including but not limited to valid passports and visas) which meet the requirements of immigration and other government authorities at every destination. Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities will be the sole responsibility of the Winner.
- 3.11. Where necessary, the Winner is responsible for all other expenses including spending money, transfers, laundry charges, activities, incidentals, taxes, energy surcharges, fuel surcharges, gratuities, service charges, passports, visas, travel insurance and all other ancillary costs. Travel insurance is highly recommended to protect against the additional costs incurred in the event of unforeseen circumstances.
- 3.12. The Promoter makes no representation as to the safety, conditions or other issues that may exist at any destination or as part of the Prize.

#### **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.