

## **Conditions of Entry for the UNIQLO Novak Djokovic 2014 Australian Open ("Promotion")**

1. This Promotion is organised by Uniqlo Australia Pty Ltd (ACN 161 922 103) of Level 26, 530 Collins Street, Melbourne, Victoria 3000 (the "**Promoter**"). Telephone (03) 96293883.
2. These Conditions of Entry, including information on how to enter and prize details ("**Terms**") apply to this Promotion. Submission of an entry into the Promotion is deemed acceptance of these Terms. The Promoter may in its discretion refuse to award any prize to any entrant who fails to comply with these Terms.
3. In each case, entries will be deemed to be accepted at the time the entry is received online by the Promoter, via its servers and not at the time of transmission by the entrant. The Promoter accepts no responsibility for any entries not received by the Promoter or delays in the delivery of the entries that may interfere with an entrant's ability to participate in the Promotion due to technical disruptions, network congestion or for any other reason. Incomplete, illegible, indecipherable or incorrect entries are invalid.
4. The Promoter, its agents, affiliates or representatives will not be liable for any lost, late or misdirected entries.
5. Entrants can only enter the Promotion in their own name.
6. Entries not completed in accordance with these Terms will not be considered valid and will not be included in the Promotion. Incomprehensible and incomplete entries will be deemed invalid.
7. The Promotion is not valid in conjunction with any other offer from the Promoter.
8. The total value of the prizes in the Promotion is less than \$5,000 (based on the recommended retail price including GST).
9. The Promotion commences on 18 January, 2014 (3 p.m. Australian Eastern Standard Time ("AEST")) and concludes 26 January, 2013 (11:59pm AEST) ("Promotion Period"). An entry submitted outside the Promotion Period will be deemed null and void.
10. Internet access and a valid Facebook account are required to enter this Promotion. No postal entries will be accepted.
11. Subject to clause 12, entry to the Promotion is only open to residents of Australia including; South Australia, Victoria, Queensland, Tasmania, Western Australia or the Northern Territory, New South Wales, and The Australian Capital Territory.
12. Employees of the Promoter and their immediate families, and any and agencies associated with this Promotion are ineligible to enter the Promotion. 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 first cousin.
13. The Promoter's decision in relation to any aspect of the Promotion is final and the Promoter will not enter into any correspondence regarding the results.
14. It is a condition of accepting a prize that the winners of the Promotion may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.
15. 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 (including phone bills) in order to claim the 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.
16. The Promoter reserves the right to verify the validity of entries and to disqualify any entry which, in the opinion of the Promoter, includes objectionable content, profanity, potentially insulting, inflammatory or defamatory statements, disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these Terms, or who has, in the opinion of the Promoter, engaged in conduct in entering the promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion, Novak Djokovic and/or the Promoter. The Promoter reserves the right to disqualify a winner if the Promoter becomes aware that the winner and/or the winner's entry are of a type described in this clause. Errors and

omissions will 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.

## **17. Competition**

- a. To enter the Promotion, entrants must like the Promoter's Facebook page at [www.facebook.com/uniqlo.au](http://www.facebook.com/uniqlo.au) and complete and submit the online entry form, including answering the skill testing question during the Promotion Period.
- b. No other method of entry will be accepted.
- c. The Promoter shall determine in its sole discretion whether entrants in the Promotion are eligible or ineligible.
- d. The Promotion is a game of skill, and chance plays no part in the determination of winners. Each entry will be individually judged by the Promoter according to its merits on the basis of **originality** and **creativity** as determined by the Promoter in its sole discretion.
- e. Limit 1 entry per person. No purchase necessary.
- f. Prize Selection: The Promoter shall select three (3) winners from all participants based on their response to the skill testing question.
- g. All eligible entries will be judged by a representative of the Promoter at Roppongi Midtown Tokyo at 2 p.m. WJST on 27<sup>th</sup> January, 2013 .
- h. The Promotion awards each of the three (3) winners with a UNIQLO Novak Djokovic 2014 Replica Matchwear (a "Prize"), valued at approximately \$300 AUD. Prize includes delivery.
- i. The full names and state of residence of all winning entrants will be published on the Promoter's Facebook page at [www.facebook.com/uniqlo.au](http://www.facebook.com/uniqlo.au) and each winning entrant will be notified by email within three weeks (21 days) of winning a prize (including method of claiming the relevant prize).
- j. Unless expressly stated in these Terms, all costs expenses associated with the Prize including but not limited to travel, incidentals, transfer costs, meals, taxes, additional transfer costs, insurance and other ancillary costs are the responsibility of the winner, as incurred.
- k. If for any reason whatsoever a Prize winner does not take their prize or an element of their prize at the time stipulated by the Promoter, then the prize or that element of the prize will be forfeited by that Prize winner and neither cash nor any other prize will be awarded in lieu.
- l. In any event, if a winning entrant does not claim their prize within **48 hours** of the date upon which the Promoter first attempts to contact them, they will forfeit the prize.

## **18. Unclaimed Prizes**

- a. In the event that any prize under the Promotion remains unclaimed **48 hours** after the date upon which the Promoter first attempts to contact the relevant winner, provided that the Promoter has made reasonable attempts to contact the winner, the Promoter shall choose alternative contest winners.
- b. Any eligible entrants in the Promotion who are not assigned as a winner in the relevant competition after verification of the initial winners will be eligible for unclaimed prizes in the Promotion, if any.
- c. The full name and state of residence of entrants who are allocated an unclaimed prize from the Promotion will be published on the Promoter's Facebook page at [www.facebook.com/uniqlo.au](http://www.facebook.com/uniqlo.au) and entrant who is allocated an unclaimed prize from the Promotion will be notified by email within two business days of being allocated a prize (including method of claiming the relevant Prize).
- d. If for any reason whatsoever an entrant who is allocated an unclaimed prize from the Promotion does not take their prize or an element of their prize at the time stipulated by the Promoter, then the prize or that element of the prize will be forfeited by that entrant and neither cash nor any other prize will be awarded in lieu.
- e. In any event, if an entrant who is allocated an unclaimed prize from the Promotion does not claim their prize within **48 hours** of the date upon which the Promoter first attempts to contact them, they will forfeit the prize.

## **19. General**

- a. All Prizes, or any unused portion of a prize, are not transferable, upgradable, divisible or exchangeable and are not redeemable for cash. The Promoter takes no responsibility for any variation in the value of a prize.
- b. The full name and state of residence of each of the winners under the Promotion or entrants allocated a prize will be published in the media and on the on the Promoter's Facebook page at [www.facebook.com/uniqlo.au](http://www.facebook.com/uniqlo.au). Each entrant expressly consents to the use and publication of their full name and state, in any media publication and on the Promoter's Facebook page, for this purpose.
- c. In participating in the Promotion, each entrant agrees to participate and co-operate as required in all activities relating to the Promotion. Each entrant grants the Promoter a perpetual and non-exclusive license to use its full name, entry, interviews, footage and photographs in all media worldwide without any entitlement to any fee for such use including the right to edit, publish, use, adapt, exploit, modify or dispose, online, in print, or in any other media for advertising and promotional or other purposes.
- d. All entries become the property of the Promoter. All entries will be entered into a database and if consent has been provided by the entrants, the Promoter may use the entrants' names and addresses for future promotional, marketing and publicity purposes, unless otherwise advised by the Entrants by calling (03) 96293883. Entrants can request access to or correction of their details by contacting the Promoter on (03) 96293883 or emailing [joanna.skubisz@uniqlo.co.jp](mailto:joanna.skubisz@uniqlo.co.jp). All personal information will be securely stored by the Promoter.
- e. The winners agree that they will not sell or otherwise provide their story and/or photographs to any media or other organization.
- f. A winner must, on request by the Promoter, be able to provide evidence which, to the reasonable satisfaction of the Promoter, demonstrates that a winner is an eligible entrant (as per clauses 15 and 16) and has complied with these Terms.
- g. 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. Neither is the Promoter responsible for any incorrect or inaccurate information, either caused by the entrant or for any of the equipment or programming associated with, or utilized 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 failure, theft or destruction or unauthorised access to, or alteration of, entries, and reserves the right to take any action that may be available.
- h. If for any reason, this competition is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond the reasonable control of the Promoter, which corrupt or affect the administration, security, fairness, 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 written directions given under the legislation of any state or territory in Australia.
- i. Any costs incurred by the entrant associated with claiming their Prize including accessing Facebook, the Promoters website, telephone enquiries in relation to the Promotion are the sole responsibility of the entrant.
- j. These Terms of entry do not, nor do they intend to, limit, exclude or modify any non-excludable statutory guarantee under the Competition and Consumer Act 2010 (Cth) or any other warranties (whether express or implied) or terms under any state or federal legislation which cannot be excluded.
- k. The following applies to goods and services supplied by the Promoter (including prizes) in accordance with these conditions of entry which provide a warranty against defects: Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

- I. Subject to sub-clause k above, each entrant irrevocably:
- i. releases and forever discharges the Promoter and their partners, affiliates, subsidiaries, officers, directors, shareholders, agents, employees and all others associated with the development and execution of this Promotion from all Claims that they would have but for this document arising from or in connection with its participation in the Promotion; and
  - ii. indemnifies and holds the Promoter and their partners, affiliates, subsidiaries, officers, directors, shareholders, agents, employees and all others associated with the development and execution of this Promotion harmless to the extent permitted by law in respect of any Claims by any person, family member arising from or in connection with its participation in the Promotion.

In this clause, "Claims" means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising.

- m. Once prizes have left the Promoter's premises, the Promoter and their associated agencies take no responsibility for prizes damaged, delayed or lost in transit.
- n. 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 Terms, or engaged in any unlawful or other improper misconduct calculated to jeopardize 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.
- o. The laws of Australia apply to this promotion to the exclusion of any other law. Entrants submit to the exclusive jurisdiction of the courts of Australia.
- p. The Promoter collects personal information about entrants for the purpose of running this competition. Entry details remain the property of the Promoter. Eligible entrants consent to the Promoter using personal information provided in connection with this Promotion for the purposes of facilitating the conduct of the promotion and awarding any prizes, and in connection with the publication of any eligible entry. Without limiting the foregoing eligible entrants; personal information provided in connection with this promotion will be handled in accordance with the Promoter's Privacy Statement, a copy of which is available at <http://www.uniqlo.com/us/help/privacy-policy>.