

Warner Music Australia Pty Limited
“NET-A-PORTER GIVEAWAY” Competition
Terms and Conditions

By entering Warner Music Australia Pty Limited’s (“Warner”) **“NET-A-PORTER GIVEAWAY”** Competition you are agreeing to the following terms and conditions:

1. STANDARD TERMS

- 1.1 Information and instructions on “How to Enter” form part of these conditions of entry. By entering the Competition, entrants accept and agree to be bound by these conditions of entry.

2. WHO CAN ENTER?

- 2.1 The only persons who may enter and be awarded the prize are those who are;
- (a) residents of Australia only;
 - (b) are 16 years of age or older; entrants under the age of 18 must seek prior permission from their parent or guardian to enter this Competition. Any such entrant without this permission is not eligible to enter the Competition;
 - (c) have a valid email address; and
 - (d) are not employees of the Promoter or their associated companies, agencies or families.

3. THE COMPETITION

- 3.1 The Competition is known as the **“NET-A-PORTER GIVEAWAY”** Competition

4. HOW TO ENTER

- 4.1 The Competition will run between 7 September 2020 at 9.00am (AEST) and 19 October 2020 at 11.59pm (AEST) (“the Competition Period”).

- 4.2 To enter,

- (a) Step 1: Go to url <https://www.coolaccidents.com/news/win-net-a-porter-mr-porter-1000-giftcard> (“the Competition Page”);
- (b) Step 2: Follow the prompts on the Competition Page and register your first name, last name, email address and phone number (“the Entry”);
- (c) Step 3: Select whether you want to be in the running to win the Net-A-Porter gift card prize or the Mr Porter gift card prize; and
- (d) Step 4: By entering these details on the Competition Page you acknowledge you are opting in to the official Cool Accidents mailing list (optional), you accept the terms and conditions (compulsory) and will be given the opportunity to follow the Cool Accidents official Instagram page (optional).

- 4.3 Entrants must enter by 11.59pm (AEST) on 19 October 2020 to be eligible to win the prize. The time of entry will in each case be the time the registration is received by the Warner database. No responsibility is accepted for late, incomplete, lost or misdirected entries.
- 4.4 Entrants may only register for the Competition once.
- 4.5 Entries must not infringe any law or intellectual property right (including copyright) or otherwise breach these terms and conditions, and the Promoter reserves the rights to disqualify any entrant who submits an entry of the kind described in this clause.
- 4.6 All entries shall be and remain the property of the Promoter and may be used in future commercial and marketing exercises.

5. HOW TO WIN

- 5.1 The Winner will be drawn randomly. The Prize Draw will be held on 20 October 2020 at 10:00am AEST ("the Prize Draw Date") at Warner Music Australia, Ground Floor West, 60 Union Street, Pyrmont NSW 2009 ("the Prize Draw Location").
- 5.2 The Promoter will attempt to notify the Winner no later than 20 October 2020 ("the Winner Notification Date") using the contact details submitted in the entry ("Contact Details"). If you are chosen as a Winner and your Contact Details have changed since your entry, the Promoter reserves the right to disqualify your entry and select an alternative winner. The Winner's details will be made available on the Cool Accidents official website located at <https://www.coolaccidents.com/> and the Cool Accidents official Instagram page located at @coolaccidents (together "the Winner Announcement Page") on 20 October 2020.
- 5.3 If any of the following circumstances apply, a Winner will be deemed to have forfeited the prize (but this shall not represent the sole remedy available to the Promoter) and an alternative winner may be selected from the remaining eligible entrants using the process set out above:
 - 5.3.1 If the potential winner has not claimed their prize within three (3) months of the Winner Notification Date ("the Winner's Prize Claim Date"), the Promoter reserves the right to conduct a redraw on 20 January 2021 at the Prize Draw Location at 10.00am AEST ("the Unclaimed Prize Draw Date") in accordance with clause 5.1 above to award the prize to another entrant ("the Unclaimed Prize Draw"). Such alternate winner will be announced on the Unclaimed Prize Draw Date on the Winner Announcement Pages and will be contacted via their Contact Details.
 - 5.3.2 The prize (or any correspondence relating thereto, e.g. a notification from the Promoter confirming a winning entry) is returned as non-deliverable;
 - 5.3.3 If the Promoter requests the potential Winner to provide evidence of their identity, age, residency, or being the authorised holder of the email account from which the entry was submitted and a mailing address to deliver the prize, all to the Promoter's satisfaction within 72 hours of such request being made;
 - 5.3.4 The Promoter determines non-compliance with any of these Ts&Cs.

6. PRIZE

6.1 There will be one (1) Winner for the entire Competition who will their nominated choice of either:

(i) one (1) x A\$1,000.00 value Net-A-Porter gift card

OR

(ii) one (1) x A\$1,000.00 value Mr Porter gift card

6.2 Total Maximum Prize Value: A\$1,000.00. Prize values are based upon the recommended retail prices as at 7 September 2020 (inclusive of GST) and the Promoter accepts no responsibility for any change in prize value between now and the date that the various prizes are claimed. Promoter reserves the right to request a Winner to provide proof of identity, residency and entry into the Competition in order to claim the prize which will be verified at the discretion of the Promoter.

6.3 Prize details are correct at 7 September 2020. Should any part of the prize be unavailable due to unforeseen circumstances or reasons beyond the control of the Promoter, the Promoter may at its discretion vary or amend prizes so as to provide reasonable alternative prizes and the Winner agree that no liability shall attach to the Promoter or parties connected to the Promoter as a result.

6.4 Prizes are not transferable and cannot be redeemed for cash or other goods or services and cannot be taken in parts.

6.5 If for any reason a Winner does not (or is not able to) claim an element of the prize at the time stipulated by the Promoter then that element of the prize will be forfeited, and cash will not be awarded in lieu of that element of the prize.

6.6 By accepting the prize each Winner agrees to participate in and co-operate as required with all reasonable media editorial requests relating to the prize including being interviewed, photographed and/or filmed;

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

6.8 It is a condition of accepting the prize that each Winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.

7. NO LIABILITY

7.1 To the fullest extent permitted by law, Warner and its affiliates, associated agencies and companies (together called '**Warner**') will not be liable or responsible for any loss (including direct, indirect and consequential loss), costs (including legal costs), damage or injury to property or person that is suffered or incurred as a result of or in connection with:

- (a) the Competition including participating in any prize (including but not limited to attendance at a Selected Show);
- (b) any late, lost or misdirected entries or failure to receive any entry in the Competition;
- (c) any prizes damaged or lost in transit;
- (d) any travel won in or in connection with the Competition;
- (e) any problem, failure, delay, unavailability or inaccessibility with, of or to any communications network, service or transmission (including telephone, Internet or website);
- (f) any cancellation, modification or suspension of the Competition in accordance with clause 7.2 or clause 7.3;
- (g) any unauthorised human intervention in any part of the Competition (including but not limited to theft, destruction, alteration or unauthorized access of or to any entries);
- (h) any electronic or human error which may occur in the proper administration of the Competition;
- (i) any act or omission, deliberate or negligent, by Warner, or its servants or agents, in connection with the arrangement for supply, or the supply, of any goods or services by any person to a prize Winner and, where applicable, to any persons accompanying a prize Winner;
- (j) any circumstances outside Warner's reasonable control.

This clause does not operate to limit the rights or obligations of the parties imposed by the operation of the Australian Consumer Law (being Schedule 2 of the *Promotion and Consumer Act 2010* (Cth)) (**ACL**) to the extent that they may not be limited or excluded, in which case the terms of the ACL shall apply.

- 7.2 In the event that any event or action outside Warner's control prevents or significantly hinders Warner'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 and act of terrorism), Warner may in its absolute discretion cancel the Competition and recommence it from the start at another time on the same conditions. If the Competition is regulated by any applicable government body, the cancellation or recommencement of the Competition will be subject to any requirements imposed by such body.
- 7.3. If for any reason this Competition is not capable of running as planned due to causes beyond the control of Warner which affect the proper conduct of this Competition, Warner reserves the right in its sole discretion to disqualify any individual who tampers with the entry process and/or take any other action against that individual that may be available, and to cancel, terminate, modify or suspend the Competition subject to the requirements of any relevant government body that regulates the running of the Competition.
- 7.4 The Winner is responsible for obtaining their own independent legal advice.

8. PRIVACY

- 8.1 The Promoter is bound by the Privacy Act 1988 (Cth) in relation to the handling of personal information. For further details of the Promoter's privacy policy please go to www.warnermusic.com.au.

Entry details remain the property of the Promoter and its related entities. The Promoter is collecting the entrant's personal information for the purpose of conducting and promoting this competition (including but not limited to determining and notifying Winners), and, for the

purpose of sending you competition and direct marketing material in relation to programs and products and services available through the Promoter. The Promoter is collecting each entrants e-mail address for the official Cool Accidents mailing list (optional). The entrant may request access to his or her personal information by writing to the Digital Marketing Manager at Ground Floor West, 60 Union Street, Pyrmont NSW 2009.

9. HEADINGS

9.1 The headings in these Conditions are for convenience only and do not affect interpretation.

10. ENTIRE CONDITIONS

10.1 These conditions constitute the entire agreement of the parties relating to the entry into and the conduct of this Competition

11. PROMOTER'S DETAILS

11.1 The Promoter is Warner Music Australia Pty Limited (ABN 35 000 815 565) of Ground Floor West, 60 Union Street, Pyrmont NSW 2009.