

**SMIGGLE HONG KONG OLYMPIAN CITY RIBBON CUTTING COMPETITION  
CONDITIONS OF ENTRY**

**Schedule to the Conditions of Entry**

<b>1. Competition</b>	Olympian City Ribbon Cutting Competition
<b>2. Promoter</b>	Smiggle Hong Kong
<b>3. Promoter's Website</b>	www.smiggle.hk
<b>4. Entry Restrictions (clause 4)</b>	Entry into this Competition is open to residents of Hong Kong who visit smiggle.com.hk (the <b>Promoter's Website</b> ), and submit a valid entry in accordance with these Conditions.
<b>5. Competition Period (clause 5)</b>	Commences: 10.00am (HKT) on Monday 10 <sup>th</sup> July 2017 Ends: 10.00pm (HKT) on Thursday 20 <sup>th</sup> July 2017
<b>6. Entry Method (clause 5)</b>	To enter entrants must: <ol style="list-style-type: none"> <li>1. visit the Promoter's Website (www.smiggle.hk);</li> <li>2. fill in their details;</li> <li>3. tell us in 25 words or less why they want to open the new store; and</li> <li>4. submit their completed entry form online.</li> </ol>
<b>7. Maximum Number of Entries (clause 5)</b>	One (1) per person
<b>8. Judging Details (clause 5)</b>	A panel established by the Promoter will review all entries and select the winning entry. Entries will be judged by the Promoter on Friday 21 <sup>st</sup> July 2017 at approximately 1.00pm HKT. This is a game of skill, chance plays no part in determining the prize winner. Entries will be individually judged based on their creative merit, originality and suitability to the Competition. See also Conditions of Entry.
<b>9. Prize (clause 6)</b>	The two (2) prize winners will each receive a \$120 gift voucher, which is awarded subject to the terms and conditions located on the reverse side of the gift card. The total prize pool is \$240.  To redeem their prize each winner must attend the opening of the Smiggle Olympian City at 10.00am on Saturday 29 <sup>th</sup> July 2017 to receive their prize and participate in the opening ceremony.
<b>10. Winner(s) Notification (clause 5)</b>	The winner will be contacted via email on Friday 21 <sup>st</sup> July 2017.  If the prize winner selected by the Promoter is ineligible to receive a prize, forfeits the prize, does not claim the prize, or cannot be contacted by the Promoter before 28 July 2017 or is otherwise not available to attend the store opening in accordance with Item 9 above, the Promoter reserves the right to select a new winner, subject to any written directions issued by any regulatory authority, by way of further judging selection to take place at the same place as the original judging on 21 July 2017. This judging selection will be made up of all participants who have entered the Competition and who have not won a prize.
<b>11. Permit Number (if applicable)</b>	Not Applicable

## CONDITIONS OF ENTRY

### 1. Definitions

- a. **Competition** means this competition as set out in Item 1 of the Schedule;
- b. **Competition Period** means the competition period as set out in Item 5 of the Schedule;
- c. **Conditions of Entry** means these Conditions of Entry and any schedule, attachment or annexure to it and any instructions in relation to the competition on the Promoter's Website or social media accounts;
- d. **Entry Method** means the entry method as set out in Item 6 of the Schedule;
- e. **Entry Restrictions** means the entry restrictions as set out in Item 4 of the Schedule;
- f. **Judging Details** means the judging details as set out in Item 8 of the Schedule;
- g. **Maximum Number of Entries** means the maximum number of entries as set out in Item 7 of the Schedule;
- h. **Promoter** means the promoter as set out in Item 2 of the Schedule;
- i. **Promoter's Website** means the Promoter's website as set out in Item 3 of the Schedule;
- j. **Schedule** means the Schedule attached to these Conditions of Entry;
- k. **Smiggle Hong Kong** means Smiggle HK Limited (1484690) care of 16<sup>th</sup> Floor Wing On Centre, 111 Connaught Road Central Hong Kong;
- l. **Social Media** means Instagram, Facebook and/or Snapchat; and
- m. **Winner(s) Notification** means the winner(s) notification as set out in Item 10 of the Schedule.

### 2. General

- 2.1. Any capitalised terms used in these Conditions of Entry have the meaning given to them in clause 1, unless otherwise stated.
- 2.2. In the event of any inconsistency between these Conditions of Entry and the Schedule, the Schedule will take precedence.

### 3. Acceptance

- 3.1. Information on how to enter the Competition forms part of these Conditions of Entry.
- 3.2. Entry into the Competition is deemed to be an acceptance of the Conditions of Entry.
- 3.3. The Promoter may in its absolute discretion refuse to award any Prize to any entrant who fails to comply with these Conditions of Entry.

### 4. Entry restrictions

- 4.1. Eligibility to enter the Competition is subject to the Entry Restrictions.
- 4.2. Employees and their immediate families of the Just Group Ltd and its related companies, and associated agencies, suppliers or companies associated with this Competition are ineligible to enter.
- 4.3. Entrants aged between 13 and 17 years must obtain consent from their parent or guardian before entering this Competition.
- 4.4. Entrants must be over the age of 13 years if this Competition involves the use of Social Media.
- 4.5. If this Competition involves Instagram, participation in this Competition assumes the acceptance of and compliance with the Instagram Terms of Use (see [www.instagram.com](http://www.instagram.com)) and go to 'Terms' at the bottom of the page.
- 4.6. If this Competition involves Facebook, participation in this Competition assumes the acceptance of and compliance with

Facebook Terms of Service (see [www.facebook.com](http://www.facebook.com) and go to 'Terms' at the bottom of the page).

- 4.7. If this Competition involves Snapchat, participation in this Competition assumes the acceptance of and compliance with the Snapchat Terms of Service (see [www.snap.com](http://www.snap.com) and go to 'Terms of Service' at the bottom of the page).

### 5. Competition details

- 5.1. The Competition will be conducted during the Competition Period. Any entries received by the Promoter before the commencement or after the expiry of the Competition Period are invalid. The Promoter takes no responsibility for any entries that are late, lost, delayed or misdirected. Indecipherable or incomplete entries will be deemed invalid.
- 5.2. To enter the Competition, entrants must enter the Competition in accordance with the Entry Method during the Competition Period.
- 5.3. Entrants can submit the Maximum Number of Entries for this Competition.
- 5.4. The Competition draw will take place by the Promoter at 658 Church Street, Richmond, Victoria, 3121 on the date and time and method specified in the Judging Details.
- 5.5. The Promoter will notify the winner(s) in accordance with the Winner(s) Notification details.
- 5.6. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
- 5.7. In addition to other requirements in these Conditions of Entry, entries must:
  - i. not contain anything unlawful, misleading, discriminatory or defamatory;
  - ii. not contain nudity, or otherwise inappropriate or indecent content; and
  - iii. not bully, intimidate, harass or humiliate.
- 5.8. The Promoter reserves the right to verify the validity of entries and to disqualify any entrant who interferes with or fails to comply with the correct Entry Method, or who submits an entry that is not in accordance with these Conditions of Entry.
- 5.9. The Promoter reserves the right to remove from any of the Promoter's Websites, in store materials or social media accounts, any entry which in the sole opinion of the Promoter includes content unsuitable for publication.
- 5.10. The Promoter reserves the right (subject to reference to all relevant state and territory regulations) to cancel, terminate, modify or suspend this Competition at any time.

### 6. Prize

- 6.1. The Prize will be awarded as specified in the Schedule.
- 6.2. Prizes do not cover any ancillary costs associated with redeeming the offer. The prize winner(s) is advised that tax implications may arise from their Prize and they should seek independent finance advice prior to acceptance of their Prize. All taxes (excluding GST) which may be payable as a consequence of receiving this Prize is the sole responsibility of the winner(s).
- 6.3. If the winner(s) is under the age of 18 years, the Prize will be awarded to that person's parent or guardian on behalf of the winner(s).
- 6.4. The Promoter's decision in relation to any aspect of the Competition is final and binding on every person who enters and no correspondence will be entered into.
- 6.5. The Prize must be taken as offered and cannot be varied or taken as cash. The Promoter accepts no responsibility for any variation in the value of the Prize. The Prize, or any unused portion of the Prize, is not transferable or exchangeable and cannot be taken as cash. If the prize is a gift card, the Promoter is not liable for any gift card that has been lost, stolen, forged, damaged or tampered with in any way. Redemption of gift cards

is subject to terms and conditions stipulated on the reverse of the gift card.

## **7. Liability**

- 7.1. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) excludes all liability (including negligence) for any personal injury, or any loss or damage (including the loss of opportunity) whether direct, indirect, special or consequential, arising in any way out of the Competition.
- 7.2. The Promoter assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of entries or any loss or damage arising from participation in the Competition. To the maximum extent permitted by law, entrants release the Promoter and its agencies associated with the Competition from any and all claim that may arise in connection with the Competition.

## **8. Intellectual Property**

- 8.1. Entrants warrant and represent that they own all rights (including without limitation copyright) in entries and that entries do not infringe any third party rights. By submitting their entry, entrants grant to the Promoter a perpetual, royalty-free, non-exclusive licence to publish their photographs on the Promoter's website and social networking sites, in store and in any other promotional material whatsoever throughout the world. Entrants acknowledge that the Promoter in its sole discretion may modify or adapt entries for promotional use online and in store, and may or may not attribute the entries to the entrants.
- 8.2. All entries become the property of the Promoter. The collection, use and disclosure of personal information provided in connection with the Competition is governed by the Promoter's Privacy Policy (see the Promoter's website for details).
- 8.3. At the request of the Promoter, the winner(s) agrees (without charge) to participate in any promotional activities planned by the Promoter and consent to their name (including social media names and images being used in the Promoter's marketing materials (including on the Promoter's social media platforms).

## **9. General**

- 9.1. The Competition is in no way sponsored, endorsed or administered by, or associated with Instagram, Facebook or Snapchat (as applicable). Entrants understand that they are providing their information to the Promoter and not to Instagram, Facebook or Snapchat (if applicable). The information an entrant provides will only be used for the purposes outlined in these Conditions of Entry. Any questions, comments or complaints about this Competition must be directed to the Promoter and not to Instagram, Facebook or Snapchat. Instagram, Facebook and/or Snapchat will not be liable for any loss or damage or personal injury which is suffered or sustained by an entrant, as a result of participating in the Competition (including taking/use of the Prize), except for liability which cannot be excluded by law.
- 9.2. By participating in this Competition, entrants and (if entrants are aged under 18 years), their guardians consent to the use of their personal information as set out in this clause. The Promoter may collect and use personal information submitted with each entry for the purpose of running the Competition, contacting winners and sending prizes. By entering this Competition, entrants agree that: (1) the Promoter may disclose personal information to its contractors and agents for the purpose of assisting in the conduct of this Competition; and (2) the Promoter may retain and use personal information for future marketing purposes in relation to its products, services and offers. Personal information may be provided to third party organisations that assist in

running the Competition. If entrants do not provide the required personal information, they will not be eligible to participate in this Competition. The Smiggle Privacy Policy is available at the Promoter's Website.

- 9.3. These Conditions of Entry are governed by and construed in accordance with, Hong Kong law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of Hong Kong.