

TERMS AND CONDITIONS FOR "HARBOUR TOWN MELBOURNE \$250 L'Oreal Prize Pack" Competition

1. Information on how to win form part of these Terms and Conditions. Participation in this "Harbour Town Melbourne \$250 L'Oreal Prize Pack" Competition ("**Promotion**") is deemed acceptance of these Terms and Conditions.

ELIGIBILITY

2. Subject to condition 3, this Promotion is open to VIC, NSW, ACT, QLD, SA, WA & Tasmania residents.

3. The following are ineligible: (i) employees of the Promoter, Ashe Morgan Harbour Town Joint Venture Pty Ltd or any of the tenants or retailers in the Participating Centre (as defined in condition 4 below) or any of the Promoter's agencies that are associated with the Promotion; (ii) the spouse, defacto spouse, parent, child or sibling (whether natural or by adoption) of an excluded employee; and (iii) any person who the Promoter has previously notified is not permitted to enter the Promoter's promotions.

PROMOTION PERIOD

4. This Promotion commences at Harbour Town Melbourne Shopping Centre at 10:00am AEST on 31/07/17 and ends at 6:00pm AEST on 20/08/17 ("**Promotion Period**").

HOW TO ENTER

5. To be eligible to win the prize the entrant must, during the Promotion Period, undertake the following steps:

- a) Follow @harbourtownmelbourne on Instagram
- b) Tag a friend (be it your mum, sister, friend, girlfriend) you would share the pack with directly on the Competition Post

GIFT

6. There is 1 (one) prize to be won. The winner will receive 1 (one) \$250 L'Oreal Prize Pack which includes the below items.

L'oreal Paris Pure Clay Red Algae Exfoliating Scrub 150 mL	\$14.99
L'oreal Paris Pure Clay Eucalyptus Purifying Cream Wash 150 mL	\$14.99
L'oreal Paris Volume Million Lashes Mascara 9 mL	\$17.46
L'oreal Paris Color Riche Made For Me Naturals 4.2 g	\$15.36
L'oreal Paris Color Sensational Shaping Lip Liner 1.2 mL	\$13.95
L'oreal Paris SuperLiner Perfect Slim in Intense Black 1 ea	\$16.06
L'oreal Paris Infallible Long Wear Lip Gloss 5 mL	\$15.36
L'oreal Paris Color Riche Quads 4-In-1 Eyeshadow 2.5 g	\$16.76
L'oreal Paris Lumi Magique Touch of Light Highlighter 6 mL	\$19.56
L'oreal Paris True Match Blush 5 g	\$18.16
L'oreal Paris Elnett Satin Absolute Extreme Hold Hairspray 400 mL	\$10.99
L'oreal Paris Botanicals Geranium Radiance Remedy Shampoo 400 mL	\$17.95
L'oreal Paris Botanicals Geranium Radiance Remedy Conditioning Balm 200 mL	\$12.95
L'oreal Paris Elvive Extraordinary Clay Dry Shampoo 150 mL	\$9.95
L'oreal Paris Base Magique Transforming Smoothing Primer 15 mL	\$20.96
L'oreal Paris Eau Micellar Water Normal/Dry Skin 400 mL	\$14.99
L'oreal Paris Infallible Sexy Balm 14.4 g	\$10.46

7. Prize must be taken as stated and cannot be varied. The prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash or sold.

8. The winner must collect their prize from the Harbour Town Melbourne Customer Service Lounge, Ground Floor, 132 Studio Lane, Docklands, Victoria.

GENERAL

9. The winner will be announced on Instagram via the Competition Post on Wednesday 23/08/17. The Promoter reserves the right, at any time, to verify the validity of entry and to disqualify any winner who submits a claim that is not in accordance with these Terms and Conditions or who tampers with the claim process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

10. If there is a dispute as to the identity of a winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the winner.

11. If the gift is unavailable due to reasons beyond the control of the Promoter, the Promoter in its discretion, reserves the right to substitute the gift with a gift of equal value and/or specification, subject to any written directions from a regulatory authority.

12. If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any winner; or (b) subject to any written directions from a regulatory authority to modify, suspend, terminate or cancel the Promotion, as appropriate.

13. The Promoter's decision is final and no correspondence will be entered into.

14. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ("**Non-Excludable Guarantees**").

15. Except for any liability that cannot by law be excluded, including the Non- Excludable Guarantees, the Promoter (including their respective officers, employees and agents) are not responsible for and exclude all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any claim or correspondence that is late, lost, altered, damaged or misdirected (whether received by the Promoter or not) due to any reason beyond the reasonable control of the Promoter; (d) any variation in the gift value to that stated in these Terms and Conditions; (e) any tax liability incurred by a claimant; or (f) use of the gift.

PRIVACY

16. In order to conduct this Promotion, the Promoter needs to collect personal information about the winner and may for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, gift suppliers and regulatory authorities. Participation in the Promotion is conditional on providing this information. It is a condition of claiming a gift that the winner agrees to being entered into the Harbour Town Melbourne database. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the winner and for such other purposes as set out in our Privacy Policy. Winner should direct any request to access, update or correct information to the Promoter. All personal details of the winner will be stored in accordance with the Privacy Policy. Upon the winner's request, all information provided will be removed from our active database. To request details to be removed, please write to The Marketing Director, Harbour Town Melbourne, Level 1, 122 Studio Lane, Docklands, VIC, 3008. Information will be removed as soon as reasonably possible in accordance with our Privacy Policy and applicable laws. To view the Privacy Policy, please visit <http://harbourtownmelbourne.com.au/privacy-policy.html>. All entries remain the property of the Promoter.

17. The "**Promoter**" is Ashe Morgan Harbour Town Joint Venture Pty Ltd (ABN 12 537 538 046) Harbour Town Centre Management Level 1, 122 Studio Lane Docklands Vic 3008 Telephone: (03) 9328 8600.