

## MOROCCANOIL WIN A MOROCCANOIL GOLD STYLING EXPERIENCE 'PROMOTION' CONDITIONS OF ENTRY

1. Information on how to enter, mechanics of entry and prizes form part of these Conditions of Entry. Entry into the Promotion is deemed acceptance of these Conditions of Entry. Entry is via Internet only.

### PROMOTIONAL PERIOD

2. The Promotion commences at **12:01am** (AEDT) **01/10/2020** and concludes at **11:59pm** (AEDT) **17/04/2021 (Promotional Period)**.

### ELIGIBILITY

3. Entry is only open to residents of Australia aged 18 years or older who purchase the MoroccanOil Eurovision Global Stylist bag AND post a hair styling creation using the products included in the bag to their public Instagram account. In the event that their entry is drawn as a winning entry, they are able to travel interstate:
  - a. Location TBD for two (2) nights during the period 16/05/2021 - 18/05/2021 (inclusive);

**OR**

in order to participate in the prize(s) as set out in Condition 16 (**Entrants**).
4. The directors, management and employees (and their immediate families) of the Promoter and MoroccanOil, Inc. (**Promotional Partner**), and their related entities, printers, suppliers, providers and agencies whom are directly associated with the conduct of 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 1st cousin.

### HOW TO ENTER

5. To enter the promotion, Entrants must, during the Promotional Period:
  - a. Purchase any one (1) MoroccanOil Eurovision Global Stylist bag (**Eligible Product**) from Haircare Group during the Promotional Period (**Eligible Purchase**).
  - b. Post a hair creation to their public Instagram account with the #moforgold  
  
(together, an **Entry**).
6. Multiple Entries are permitted, however each Entry must be based on a separate Instagram post, submitted separately and must independently comply with these Conditions of Entry.
7. The purchase of an Eligible Product entitles the Entrant, subject to these Conditions of Entry, to one (1) Entry.
8. Selection of Eligible Products is subject to availability and based on reasonably anticipated demand. Eligible Products may not be available for sale at all times during the Promotional Period. The Promoter accepts no responsibility for any Eligible Products being unavailable at a Participating Retailer during the Promotional Period.
9. Each Entrant may be required to present their original Proof of Purchase of the Eligible Purchase in order to claim a prize. An Entrant may be required to provide to the Promoter Proof of Purchase for all Entries made, upon request by the Promoter. If an Entrant is unable to provide Proof of Purchase for all Entries made within the required timeframes, then all the Entries of that Entrant will be ineligible and deemed invalid. Proof of Purchase includes showing the original and providing a copy of a valid receipt and a valid invoice number and/or sales

order number for each Eligible Purchase made during the Promotional Period. Purchase receipts must clearly specify where the Eligible Purchase was made and that the Eligible Purchase was made during the Promotional Period but prior to entry.

10. Entries will be deemed accepted at the time of receipt by the Promoter and not at the time of transmission. Entries received will be considered final by the Promoter. Incomplete, inaccurate, erroneous, ineligible or incomprehensible entries will be deemed invalid. Entries must be received during the Promotional Period, otherwise the Entry will be deemed invalid. The Promoter accepts no responsibility for late, lost or misdirected entries. Contact details entered incorrectly by an Entrant will deem their Entry invalid.
11. The use of any automated entry software or any mechanical, electronic or other means that allows an Entrant to automatically enter repeatedly is prohibited and will render all Entries submitted by that Entrant invalid.
12. Costs associated with accessing the Promotional Website remain an Entrant's responsibility and may vary depending on the Internet service or telecommunications provider used.

## **DRAWS**

13. All eligible Entrants will be entered into the Draw and have the opportunity to win one of five (5) places on the winning hair team, one (1) place each from (NSW, VIC/TAS, QLD, SA/NT, WA). The draw to determine the winners of the Major Prize Draw will take place the week of **19/04/2021** at Haircare Australia, 17-21 Commercial Street, Marleston SA 5033.
14. Winner(s) will be notified personally and in writing via email within two (2) days of the Draw and the names and localities of any winner(s) will be published on Haircare Australia's channels. All reasonable steps to notify winners of the results of the Draws will be taken by the Promoter. The Promoter's decision is final and no correspondence will be entered into.
15. The Promoter may draw five (5) reserve entries in the draw in case an invalid Entry or Entrant is drawn or the Entrant is unable to accept or declines to participate in the prize. The Entrant whose Entry is drawn by the Promoter must confirm their eligibility as an Entrant within **10 days** of being successfully notified by the Promoter that their Entry has been drawn, otherwise their Entry will be deemed invalid. In the event of an invalid Entry or an ineligible Entrant, or if an Entrant is unable to accept a prize or declines to participate in the prize, the prize will be awarded to the first reserve Entry drawn. The Promoter will continue the process until the prize is awarded. If after this process a prize has still not been awarded or an Entrant drawn cannot be notified, the Promoter will hold an unclaimed prize draw in accordance with Condition 24.

## **PRIZES**

### **16. MAJOR PRIZE DRAW**

- a. The Moroccanoil Creative Team will judge ALL entries received during the Promotional Period. Five (5) winners, one (1) from each state or territory (NSW, VIC/TAS, QLD, SA/NT, WA) will be selected to participate in a hands-on shoot to be held at a location within Australia.

The Prize Package per winner is comprised of the following elements:

- i. (1) return economy airfares to shoot location from the Australian capital city airport closest to the ordinary residential address of the winner (inclusive of airfare related taxes and charges) departing on 16/05/2021 and returning on 18/05/2021. Flights nominated by the Promoter or its licenced agent in the Promoter's sole discretion. If the Australian winner's ordinary residential address is within 300km of the shoot location, then this component of the prize is forfeited;
- ii. two (2) nights accommodation from 16/05/2021 – 17/05/2021 (inclusive) at a minimum 4-star hotel located in the state of the shoot location (standard room),

as nominated by the Promoter or its licenced agent in the Promoter's sole discretion;

- iii. on-ground costs including; transfers from airport to hotel (return), hotel to shoot location (return) and hotel to dinner event (return). Breakfast each morning and lunch when on shoot will be provided.
- iv. an exclusive private dinner event held on 17/05/2021 (an **Event**); and
- v. a place on the winning hair team to assist Peter Beckett with the hair shoot on 17/05/21 in a studio environment.

## PRIZE CONDITIONS

17. The details, itinerary, including e-tickets and/or other confirmation details (if any) will be distributed to the winner(s) via email (or other method nominated by the Promoter or its agent(s)) prior to the departure date.
  - a. The Prize must be taken between 16/05/2021 – 18/05/2021 (inclusive) to coincide with the photoshoot, otherwise the prize is forfeited.
  - b. The winner(s) must depart from and return to the same departure point. The winner(s) may not accrue frequent flyer points. A prize cannot be used in conjunction with travel discounts or special offers. Travel and accommodation are to be arranged by the Promoter, or by an agent nominated by the Promoter.
  - c. No extension or variation of the travel and or/accommodation dates is permitted. In the case that an extension or variation of the nominated travel and/or accommodation date(s) is authorised by the Promoter or its agent(s), the cost will be the responsibility of the winner. Once bookings are confirmed no changes will be allowed, unless otherwise authorised by the Promoter or its agent(s), and if permitted will incur a change fee of \$150 (including GST) plus supplier charges which are the responsibility of the winner.
  - d. All components of the prizes must be taken together when offered or are forfeited.
18. The Promoter reserves the right in their absolute discretion to change or amend the event program without notice. The Promoter accepts no responsibility for the cancellation, rescheduling, change or delay of the event for any reason beyond the control of the Promoter.
19. All additional costs not expressly stated, but which may be incurred in acceptance and use of a prize are the responsibility of the winner and their companion (if any). Such additional costs may include, but are not limited to meals and beverages, room service, telephone calls, laundry services, additional spending money, transport to and from airport departure point, other transfers, insurance, travel insurance, passports and visas (if applicable). The winner may be required to present a credit card at time of accommodation check-in. No compensation or alternative travel plans will be arranged should the winner(s) and/ or their companion miss their outbound or return flights or fail to meet any check in requirements for any reason. These costs will be the responsibility and expense of the winner and their companion. Comprehensive travel insurance is compulsory for international travel and is at the expense of the winner.
20. A winner must conduct themselves in a responsible, courteous and friendly manner at all times whilst participating in the prize. Acceptance of a prize and participation in a prize is subject to any prevailing terms and conditions of travel/accommodation/transfers/services suppliers and any other prize suppliers, and in particular, behaviour and safety requirements. A winner must follow all reasonable directions given by the Promoter and any prize supplier during the course of their participation in the prize, including all directions relation to behaviour and safety. The Promoter and any prize supplier reserve the right, in their absolute discretion, to refuse entry into an Event, to disqualify, sanction and/or eject a winner and/or their companion (if any) from the prize related event or venue, or to refuse participation in certain activities, on the grounds of inappropriate behaviour or safety reasons, or for any breach of these Conditions of Entry generally. If a winner and/or their companion (if any) fail to participate in the prize in the manner

required, as stated in this condition and in the reasonable opinion of the Promoter, their entry and the balance of the prize will be forfeited with no compensation payable.

21. It is a condition of accepting a prize that the winner may be required to sign eligibility form(s), code(s) of conduct and/or legal release(s) (including prize acceptance release(s)) in a form determined by the Promoter in its absolute discretion.
22. The prizes are not transferable or exchangeable and cannot be taken as cash (unless otherwise indicated). The prize must be taken as offered and cannot be varied. The prize cannot be sold, scalped, auctioned, raffled, pledged or promoted as an incentive or reward by any third party as an inducement for any person or other entity to enter into any commercial or other arrangements with that third party. If a prize is obtained through any of these methods, it will not be honoured by the Promoter or prize supplier.
23. The Promoter accepts no responsibility for any tax implications that may arise from prize winnings. Independent financial advice should be sought. The Promoter accepts no responsibility for any variation in prize value. All prize values are the recommended retail price including GST.

## GENERAL

24. The Promoter may conduct a further draw at 11:00am (AEST) at the same place as the original draw as is necessary on **22/04/2021** (due to the time sensitive nature of the prizes) in order to distribute any prize(s) unclaimed by that date (**Unclaimed Prize Draw**), subject to any written directions given under applicable State or Territory legislation. In the event of any winner(s) in the Unclaimed Prize Draw, the winner(s) will be notified personally and in writing via email within two (2) days of the draw. All reasonable steps to notify winners of the results of the draw will be taken by the Promoter. The Promoter's decision is final and no correspondence will be entered into.
25. Entrants can only enter in their own name. Entrants who provide incorrect, misleading or fraudulent information are ineligible to participate in the promotion and all entries of an Entrant who is deemed by the Promoter to have provided incorrect, misleading or fraudulent information may, at the discretion of the Promoter, be deemed invalid. Entrants who provide incorrect, misleading or fraudulent information are ineligible to participate in the Promotion and all entries of an Entrant who is deemed by the Promoter to have provided incorrect, misleading or fraudulent information may, at the discretion of the Promoter, be deemed invalid.
26. The Promoter reserves the right to request the Entrant produce (within the requested time) appropriate photo identification or other documentation (to the Promoter's satisfaction, at its sole discretion) in order to confirm the Entrant's identity, their status as an eligible Entrant, address, Eligible Purchase and eligibility to enter and claim a prize and any information submitted by the Entrant in entering the Promotion, before issuing a prize. If the documentation required by the Promoter is not received by the Promoter (or its nominated agent) or an Entrant or entry has not been verified or validated to the Promoter's satisfaction then all the entries of that Entrant will be ineligible and deemed invalid.
27. The Promoter reserves the right to verify the validity of any and all entries and reserves the right to disqualify any Entrant for: (a) tampering with the Eligible Purchase process; (b) completing an Eligible Purchase in a manner not in accordance with these Conditions of Entry; or (c) engaging in any unlawful or other improper misconduct calculated to jeopardise 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.
28. A prize will only be awarded following any winner validation and verification that the Promoter requires in its sole discretion.
29. Any attempt to cause malicious damage or interference with the normal functioning of the Promotional Website, or the information on the Promotional Website, or to otherwise undermine the legitimate operation of this promotion may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to seek

damages to the fullest extent permitted by law. If the Promoter suffers loss or incurs any costs in connection with any breach of these Conditions of Entry or any other legal obligation by an Entrant, the Entrant agrees to indemnify the Promoter for those losses, damages and costs.

30. If a prize or element of a prize becomes unavailable for any reason beyond the Promoter's reasonable control, then a comparable prize or prize element of equal or greater value will be awarded in lieu, subject to any written directions made under applicable State or Territory legislation.
31. If this Promotion is not capable of running as planned for any reason beyond the reasonable control of the Promoter, including but not limited to pandemic outbreak (including COVID-19), war, terrorism, state of emergency or disaster (including natural disaster), infection by computer virus, bugs, tampering, unauthorised intervention, technical failures or anything which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Promotion and/or, if necessary, to provide an alternative prize or prizes to the same value as an original prize, subject to any written directions made under applicable State or Territory legislation.
32. The Promoter and Moroccanoil, its associated agencies and companies excludes all liability (including negligence) except for any liability that cannot be excluded by law (including any applicable Consumer Guarantee under the Australian Consumer Law, Schedule 2 of the *Competition and Consumer Act 2010* (Cth)), for any direct or indirect injury, loss and/or damage arising in any way out of the Promotion. This includes, but is not limited to: (i) technical malfunctions, delays or failures, including those resulting from accessing any materials related to this Promotion and any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, this Promotion as a result of any technical malfunctions, delays or failures; (ii) theft, unauthorised access or third party interference; (iii) lost or damaged entries, prize claims or prizes; and/or (iv) acceptance and/or use of any prize.
33. Upon acceptance of a prize, winning Entrants waive, release, absolve, indemnify and agrees to hold harmless the Promoter and its Promotional Partners including Moroccanoil, Inc., its owners, corporations, officers, past and present employees, agents, representatives, assigns, administrators, representatives, executors, and other persons, from any and all claims, causes of action, obligations, lawsuits, charges, complaints, controversies, damages, costs or expenses of whatsoever kind, nature, or description, whether direct or indirect, in law or in equity, in contract or in tort, or otherwise, whether known or unknown, arising out of or connected with Entrant's participation in the Promotion.
34. An Entry and any copyright subsisting in an Entry irrevocably becomes, at time of entry, the property of the Promoter.
35. All of the Promoter's decisions in respect of the promotion are final and no correspondence will be entered into.
36. Moroccanoil's trademarks, label designs, product identifications, artwork, and other symbols and devices associated with the Products/Promotion are and shall remain Moroccanoil's property. Entrant shall not use Moroccanoil's Trademark without explicit approval in writing by Promoter and shall not represent themselves as a representative of the Promoter or the Moroccanoil Brand.

## PRIVACY

37. Selected partners, trusted third parties, promotional agents and prize suppliers of the Promoter (if any and depending on the nature of the prizes) including Moroccanoil, Inc. (**Promotional Partners**) may require that Entrants provide Personal Information to them in order to process a valid prize claim. Entrants must satisfy themselves with the privacy policies of any Promotional Partners, as the Promoter will not accept any responsibility for the handling of Personal Information by Promotional Partners.
38. The Promoter and its Promotional Partners collect Personal Information about an Entrant to include the Entrant in the Promotion and award the prizes (where appropriate) and use the

information to assist in improving the goods and services of the Promoter and its Promotional Partners. If the Personal Information requested is not provided, the Entrant cannot participate in the promotion and is deemed ineligible.

39. An Entrant also agrees that the Promoter may, in the event the Entrant is a winner, publish or cause to be published their name and locality in any media, as required under the relevant State or Territory lottery legislation.
40. The Promoter will provide to the Entrant, at time of entry into the promotion (or as soon as reasonably practicable thereafter), a collection statement or privacy statement that details the Personal Information being collected, the purpose of its collection, where the Personal Information will be stored and how it will be shared with third parties. The collection statement will comply with the Promoter's disclosure obligations under the *Privacy Act 1988* (Cth).
41. Entrants can gain access to, update or correct any of their Personal Information held by the Promoter by contacting the Promoter's Privacy Officer by email: [marketing@haircareaustr.com](mailto:marketing@haircareaustr.com) or telephone: (08) 8403 8200. All Personal Information will be stored by the Promoter in accordance with the Promoter's Privacy Policy. A copy of the Promoter's Privacy Policy in relation to the treatment of Personal Information collected may be obtained via <https://haircareaustr.com/blog/privacy-policy/> or by contacting the Promoter.
42. As a condition of entering this promotion, each Entrant also consents to, in the event they are a winner, the Promoter and its external media partners using the Entrant's name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media worldwide for an unlimited period of time without further notification, remuneration or compensation for the purpose of promoting, publicising or marketing the promotion (including any outcome), and/or promoting any products or services manufactured, distributed and/or supplied by the Promoter. The Entrant agrees that, in the event they are a winner, the Entrant will participate in all reasonable promoted activities in relation to the promotion as requested by the Promoter and its agents and sign any additional documents reasonably required by the Promoter to give effect to this condition.
43. As a condition of participating in the prize, the winner(s) must procure that their companion (if any) also consents to the Promoter using their name, name, locality (including suburb and State or Territory of residence), likeness, image and/or voice (including photograph, film and/or recording of the same) in the manner set out in this condition and agrees to participate in all reasonable promoted activities in relation to the prize as requested by the Promoter and its agents and sign any additional documents reasonably required by the Promoter to give effect to this condition.
44. By entering the promotion, Entrants acknowledge that a further primary purpose for collection of the Entrant's Personal Information by the Promoter and its Promotional Partners is to contact the Entrant in the future with information about the Promoter, including special offers, market research or to provide the Entrant with marketing materials via any medium including mail, telephone and commercial electronic messages (SMS (Short Message Service), MMS (Multimedia Message Service), IM (Instant Messaging) and email) or any other form of electronic, emerging, digital or conventional communications channel whether existing now or in the future. The Promoter may share an Entrant's Personal Information with its Australian, New Zealand and overseas related companies, servants, employees, agents and trusted third parties who may contact the Entrant for their legitimate commercial purposes, including special offers, market research or to provide the Entrant with marketing materials in this way. By entering the promotion, Entrants acknowledge and agree that the Promoter and any applicable third parties may use their Personal Information in the manner set out in this condition.
45. In these Conditions of Entry: "**Australian Consumer Law**" means Schedule 2 of the *Competition and Consumer Act 2010* (Cth). "**Personal Information**" means, for the purpose of the *Privacy Act 1988* (Cth), information or an opinion about an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not and whether the information or opinion is recorded in a material form or not.
46. Promoter: Privity Pty Ltd t/a Haircare Australia (ABN 23 007 887 729) of 17-21 Commercial Street, Marleston SA 5033. Telephone (08) 8403 8200.