

## **TERMS AND CONDITIONS**

### **Salon Express 'Cut, Colour or Curl' to WIN promotion**

1. Information on how to enter and the prize(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian residents who reside in WA or QLD and aged 16 years or over
3. Employees (and their immediate families) of the Promoter, participating retailers and agencies associated with this promotion are ineligible to enter. 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 1<sup>st</sup> cousin.
4. Promotion commences at 9am AEST on 01/06/2019 and closes midnight AEST on 31/07/2019 ("Promotional Period").
5. To be eligible to enter, individuals must, during the Promotional Period, purchase at least one (1) of the following services provided at a participating retailer ("Eligible Transaction"). A 'participating retailer' is any Salon Express store in WA or QLD;
  - a) Cut Service
  - b) Colour Service
  - c) Styling Curl Service
6. To enter, eligible entrants must then, during the Promotional Period, visit [www.cutcolourorcurl.com.au](http://www.cutcolourorcurl.com.au), follow the prompts to the promotional entry page, input all of the requested personal details including a valid email address, select the service provided and the salon name the service was provided at, upload a copy of the purchase receipt, and submit the fully completed entry form.
7. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may 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. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
8. Incomplete or indecipherable entries will be deemed invalid.
9. Multiple entries permitted, subject to the following: (a) only one entry permitted per Eligible Purchase; (b) each entry must be submitted separately and in accordance with entry requirements; and (c)

entrants can receive 1 x additional entry into the major prize draw by sharing the competition link on their Facebook page each time they successfully submit an entry with each Eligible Purchase.

10. Entrants must retain their original purchase receipts for all entries as proof of purchase. Failure to produce the proof of purchase for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an entrant's entries and forfeiture of any right to a prize. Purchase receipt(s) must clearly specify the store of purchase and that the purchase was made during the Promotional Period but prior to entry.
11. 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.
12. All entries received will be entered into the major prize draws. The draws will take place at April 5, 2/42 Balgowlah Road, Balgowlah NSW 2093 on 08/08/2019 at midday AEST. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.
13. The first three (3) valid entries drawn in the major prize draw will each win a \$5,000 Travel voucher.
14. The winners of the major prize draws will be notified in writing by email within two (2) business days of the major prize draws and their names will be published on [www.cutcolourorcurl.com.au](http://www.cutcolourorcurl.com.au) on 09/08/2019.
15. All entries received will also be entered into the daily prize draws. These draws will take place at April 5, 2/42 Balgowlah Road, Balgowlah NSW 2093 at midday AEST each day from 02/06/2019 to 01/08/2019, for all entries received up until midnight the day prior.
16. The daily prize draw winners will each win a \$50 Salon Express voucher.
17. The winners of the daily prize draws will be notified in writing by email within two (2) business days of the prize draws.
18. The Promoter's decision is final and no correspondence will be entered into.
19. Any ancillary costs associated with redeeming the vouchers are not included. Any unused balance of the voucher will not be awarded as cash. Redemption of the vouchers is subject to any terms and conditions of the issuer including those specified on the voucher.
20. If the prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
21. Total prize pool value is \$18,050. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
22. A draw for the major prize, if unclaimed, may take place on 08/11/2019 at the same time and place as the original draw, subject to any directions from a regulatory authority. The winner will be notified

in writing by email within two (2) business days of the major prize draw and their name will be published on [www.cutcolourorcurl.com.au](http://www.cutcolourorcurl.com.au) on 11/11/19.

23. By entering the Competition the entrant grants to the Promoter a transferable, non-exclusive, royalty-free license to use the materials uploaded and to participate in such reasonable promotional activities as the Promoter may request. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
24. 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 entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
25. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
26. Nothing in these Terms and Conditions limits, excludes or modifies 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 States and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes 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 the promotion.
27. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes 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 entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of a prize.
28. As a result of an entrant's participation in the Competition the Promoter will collect certain personal data relating to entrants. The information will be processed in accordance with the Promoter's privacy policy at <https://salonexpress.com.au/privacy-policy/>. By entering the Competition, you consent to such processing and you confirm that all data provided by you is truthful and accurate.

29. The Promoter is Salon Express National Promotional Fund Pty Ltd (ABN 98 606 628 273) of 4/1 Albert Street, North Perth, WA 6006. Telephone (08) 6363 7030