

Van Heusen Mentor Event 2018 Terms & Conditions ("Conditions of Entry")

Schedule			
Promotion:	Van Heusen Mentor Event 2018		
Promoter:	PVH BRANDS AUSTRALIA PTY LIMITED ABN 15 165 485 290, 3 - 7 McPherson St, Banksmeadow, NSW 2019, Australia. Ph: 02 9316 2800		
Promotional Period:	Start date: 08/03/18 End date: 20/03/18 at 09:00 am AEDT		
Eligible entrants:	Entry is only open to Australian residents who are 18 years and over.		
How to Enter:	<p>To enter the Promotion, the entrant must, during the Promotional Period, visit www.winwithvanheusen.com.au, follow the prompts to the Promotion entry page; and fully complete and submit the online entry form with their personal details (first name, last name and email address) ("Initial Entry").</p> <p>Bonus Entries The entrant may earn bonus entries upon entry form submission by completing any of the following bonus entry methods:</p> <ul style="list-style-type: none"> • (Optional) Share their unique referral link to the promotional website via Facebook (1 bonus entry) • (Optional) Share the promotional URL generated on the page (1 bonus entry) • (Optional) Share their unique referral link to the promotional website via Twitter (1 bonus entry) • (Optional) Follow the Van Heusen Instagram account (www.instagram.com/vanheusenau) (1 bonus entry) • (Optional) Follow the Van Heusen Facebook Page (www.facebook.com/VanHeusen.AU) (1 bonus entry) <p>Entrants who enter via Instagram must ensure their Instagram account privacy setting is set to public (i.e. not 'private') to be eligible for this Promotion.</p> <p>Entrants will be notified immediately upon submission of the entry form whether or not they are a winner of an instant win prize.</p>		
Entries permitted:	Multiple entries permitted subject to the following: <ol style="list-style-type: none"> a) only one (1) Initial Entry permitted per person; b) bonus entries permitted (See How to Enter instructions above), each bonus entry method may be completed once only upon each entry form submission; and c) each entry must be submitted in accordance with the entry instructions above. 		
Total Prize Pool:	up to AUD \$9,805.00		
Prize Description	Number of this prize	Value (per prize)	Winning Method
Major Prize: The prize is a trip to Melbourne, VIC to attend the 2018 Australian Grand Prix for three (3) people which consists of the following: <ul style="list-style-type: none"> • 3x return economy class flights from the winner's nearest capital city to Melbourne, Victoria departing on 23/03/18 and returning on 29/03/18 (only provided if the winner does not reside in Victoria); • 6 nights' four-star twin share accommodation from 23/03/18 to 29/03/18; • return transfers from airport to accommodation; • 3 tickets to Mentor Event at Melbourne, Victoria from on 28/03/18; and • 3 tickets to the 2018 Australian Grand Prix (The Park 2 Day tickets) at Albert Park Grand Prix Circuit, Melbourne from (24/03/18 to 25/03/18). 	1	Up to AUD\$7,305.00 depending on date and exact point of departure	Draw: computerised random selection - 20/03/18 at 10:00 am AEDT
Instant Win Prize: The prize is a \$50.00 Van Heusen voucher, redeemable at http://www.vanheusen.com.au/ .	50	AUD\$50.00	Instant Win
Winner notification:	Instant prize winners will be notified immediately upon entry form submission.		

	The Major Prize winner will be notified by email and published at www.winwithvanheusen.com.au on the same day as the draw (20/03/18).
Prize Conditions:	<p><i>Applicable to Major Prize:</i></p> <ul style="list-style-type: none"> • Travel itinerary will be determined by the Promoter in its absolute discretion. • Travel must be taken between 23/03/18 and 29/03/18 to coincide with the 2018 Australian Grand Prix. If a winner is unavailable or unwilling to travel on the aforementioned date/s required by the Promoter to coincide with this event, they will forfeit their right to the Prize and will not be awarded cash or any other alternative in lieu. • The prize is subject to booking and flight availability. • Frequent flyer points will not be awarded and do not form part of the prize. • Spending money, meals, taxes (excluding airline and airport taxes), insurance, transport to and from departure point, transfers, items of a personal nature, in-room charges and all other ancillary costs, unless otherwise specified in the prize description herein, are not included. • Subject to the terms and conditions of the participating prize provider(s), if for any reason the winner does not, once the prize has been booked, take the prize (or an element of the prize) at the time stipulated, then the prize (or that element of the prize) will be forfeited and will not be redeemable for cash. • The winner may be required to present their credit card at check in. • Prize is subject to the standard terms and conditions of individual prize and service providers. • The winner and his/her travel companions must depart from and return to the same departure point and travel together. • During the entire duration of the prize, a nominated parent/guardian must accompany any person under 18 years of age. • Any tickets awarded as part of the prize are subject to the event venue and ticket terms and conditions, including any applicable age restrictions. The Promoter and event organisers hereby expressly reserve the right to eject any winner and/or his/her companion for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the prize. <p><i>Applicable to Instant Win Prize:</i></p> <ul style="list-style-type: none"> • Any ancillary costs associated with redeeming the voucher are not included. Any unused balance of the voucher will not be awarded as cash. Redemption of the voucher is subject to any terms and conditions of the issuer including those specified on the voucher.
Unclaimed Prizes:	<p>Major Prize must be claimed by 21/03/18 at 10:00 am AEDT. In the event of an unclaimed Major Prize, the prize will be redrawn on 21/03/18 at 10:05 am AEDT at Peazie Social Media (Group) Pty Ltd, Level 2, 27 St Edmonds Rd, Prahran VIC 3181, Australia. The winner of the redraw will be notified by email on the same day as the redraw (21/03/18). The redraw winner will be notified publicly (and their details published) at www.winwithvanheusen.com.au on 21/03/18.</p> <p>In the event of an unclaimed instant win prize, the prize will be awarded in a redraw which will take place on 21/06/18 at 2pm AEST at Peazie Social Media (Group) Pty Ltd, Level 2, 27 St Edmonds Rd, Prahran VIC 3181, Australia. The winner/s from this redraw will be notified by email and phone within two (2) business days of the redraw.</p>

1. The entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
2. The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
3. Valid and eligible entries will be accepted during the Promotional Period.
4. Employees (and the immediate family members) of agencies/companies directly associated with the conduct of this Promotion, the Promoter, its distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter. "Immediate family member" 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.
5. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable.
 6. Draw:
 - a) The draw will take place at Peazie Social Media (Group) Pty Ltd, Level 2, 27 St Edmonds Rd, Prahran VIC 3181, Australia at 10:00 am AEDT on 20/03/18 using computerised random selection.
 - i) The first valid entry drawn will be the winner of the prize specified in the Schedule above.
 - b) The draw conductor may draw additional reserve entries in case an invalid entry or entrant is drawn.
 - c) If a draw is scheduled on the weekend or a public holiday, the draw will be conducted at the same time and location on the following business day. The Promoter will ensure each draw is open for public scrutiny and anyone may witness the draw on request. The winner of a drawn prize is determined by chance.
 7. Instant Win: Winners will be notified immediately if they have won on screen upon entry form submission. Quality control errors will not invalidate an otherwise valid prize claim. Unless otherwise due to fraud or ineligibility under these Terms and Conditions, all prize claims in excess of the advertised prize pool will be honoured. Instant win game materials void if stolen, forged, mutilated or tampered with in any way.
 8. If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize by the time specified by the Promoter, or is unavailable at the designated time for the Event or at the time stipulated by the Promoter for travel, they forfeit the prize and the Promoter is not obliged to substitute the prize.
 9. Entry and continued participation in the Promotion is dependent on the entrant following and acting in accordance with Facebook Statement of Rights and Responsibilities (<http://www.facebook.com/terms.php>); the Twitter Rules (<https://support.twitter.com/articles/18311-the-twitter-rules>) and the Instagram Terms of Use, (<http://instagram.com/legal/terms/>). This Promotion adheres to the terms and conditions set out in the Facebook promotion guidelines which can be found at: http://www.facebook.com/promotions_guidelines.php, the Twitter Rules and Policies (https://support.twitter.com/groups/56-policies-violations#topic_236), Search Best Practices (<https://support.twitter.com/articles/42646-twitter-search-best-practices>) and Guidelines for Contests (<https://support.twitter.com/articles/68877-guidelines-for-contests-on-twitter>) and the Instagram promotion guidelines which can be found at: <http://help.instagram.com/179379842258600>. Any questions or comments regarding the Promotion must be directed to the Promoter, not to Facebook, Twitter and Instagram. The entrant releases Facebook, Twitter and Instagram and their associated companies from all liabilities arising in respect of the Promotion. Entrants acknowledge that the Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook, Twitter and Instagram.
 10. The value of the prizes is accurate and based upon the recommended retail value of the prizes (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the prizes after that date.
 11. If a prize (or portion of a prize) is unavailable the Promoter reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and/or specification, subject to any written directions of a regulatory authority.
 12. No entry fee is charged by the Promoter to enter the Promotion. Where entry is allowed online, there is no additional cost to enter the Promotion other than any cost paid by the entrant to access the website or social media platform of entry via their Internet service provider.
 13. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.
 14. Entrants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. The Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and its privacy policy which is located at www.pvhbrandsaustralia.com.au/privacy-policy/. The Promoter's privacy policy contains information about how the entrant may access, update and seek correction of the personal information the Promoter holds about them and how the entrant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. The Promoter collects personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in

conducting this Promotion and to the State and Territory lottery departments as required under the relevant lottery legislation. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. Personal information collected from entrants will not be disclosed to any entity located outside of Australia.

15. For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and State/Territory or postcode of residence.
16. It is a condition of accepting the prize that a winner and their travel companions may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a prize. If a winner or travel companion is under the age of 18, a nominated parent or legal guardian of the winner or travel companion will be required to sign the legal release on the winner or travel companion's behalf.
17. If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier and the provision of the prize is the sole responsibility of the third party and not the Promoter. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Conditions of Entry, to the extent of any inconsistency. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.
18. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).
19. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify suspend the Promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.
20. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.
21. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that there is a dispute concerning the conduct of the Promotion, the decision of the Promoter is final and binding on each entrant and no correspondence will be entered into.
22. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
23. The entrant will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.
24. Unless otherwise specified, a prize is a single event for the winner (and their guests) and cannot be separated into separate events or components.
25. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.
26. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
27. Authorised under: ACT Permit No. TP 18/00439, NSW Permit No. LTPS/18/22599 and SA Permit No. T18/354