

Terms and Conditions – Converse “Score two \$500 Converse Vouchers for you and a friend” Competition

In these terms and conditions:

Contest means the referral contest as described at Clause 2 of these Terms and Conditions.

Contest Closing Date means Tuesday, 31st May, 2022 at 11.59pm AEST.

Contest Commencement Date means Tuesday, 17th May at 9.00am AEST.

Contest Period has the meaning given to it in Clause 4.

Initial Entrant means entrants who receive a Converse email invitation in accordance with Clause 6.

Invited Friend means the friend invited by the Initial Entrant.

Prize means one \$500 Converse Voucher for the winning Initial Entrant and one \$500 Converse Voucher for the Invited Friend. These Vouchers will be offered in the form of online store credit and can be used online only. Winners must create an online account in order to receive the online store credit.

Promoter means Conquest Sports (Aust) Pty Ltd of 24 Simla Street, Mitcham VIC 3132.

Team has the meaning given to it at Clause 8.

1. Information on how to enter and prizes form part of these conditions of entry. Entry into this competition is deemed to be acceptance of these conditions.
2. The Contest is open to legal residents of Australia and New Zealand, who have reached 16 years of age as of the beginning of the Contest Period, and who are not:
 - a. an employee of; or
 - b. domiciled with an employee of; or
 - c. an immediate family member of an employee of; the Promoter or its affiliated companies, their advertising and promotional agencies.
3. No purchase is necessary. The Contest is subject in all instances to compliance with applicable law.
4. The Contest Period runs from the Contest Commencement Date to the Contest Closing Date.
5. The Contest is running across the website: comp.converse.com.au
6. The Initial Entrant, having received the email invitation, must ensure he/she completes all mandatory fields of the entry form, and submits the form as instructed before the Contest Closing Date. Upon successful submission of the entry form, he/she will receive a unique link that must be sent to a friend. The Initial Entrant must have the consent of the Invited Friend to send them this message.
7. The Invited Friend, having received the invitation to join the Initial Entrant in the Contest, must

ensure he/she fully completes all mandatory fields of the entry form and submits as instructed before the Contest Closing Date.

8. To earn one (1) entry in the Contest, the Initial Entrant and the Invited Friend (collectively referred to as a 'Team') must have completed all the mandatory fields of their entry form and submitted them prior to the Contest Closing Date. The Initial Entrant is allowed a maximum of forty Team entries.

9. Upon successful registration as a Team, the Invited Friend will then receive their own unique link giving them the opportunity to send this to a different friend and form a new Team.

10. As a condition of entry, all entrants must opt in to receive email promotions/marketing material from Converse in order to go into the draw to win 'Score two \$500 Converse Vouchers for you and a friend'.

11. By entering the Contest, entrants agree to subscribe to Converse's marketing emails and consent to [Converse Privacy Policy](#).

12. In each scenario, the Initial Entrant and his/her Invited Friend will only be allowed to team up once. The Invited Friend must be a different person from the Initial Entrant. Any attempt or suspected attempt to team up more than once with the same person by using multiple email addresses or pen names, or any use of robotic, automatic, programmed or any entry methods not authorized by these rules, shall be deemed as tampering and will void all Entries.

13. All Entries that are incomplete, illegible, damaged, contain an erroneous phone and/or email address or do not conform to or satisfy any condition of the rules may be disqualified by the Promoter.

14. Following the conclusion of the Contest, the Promoter will draw a random Team entry from all valid entries received during the Contest Period as the winner. The draw will take place at the offices Conquest Sports T/A Converse 24 Simla St, Mitcham, VIC 3132, Australia, on Wednesday 1st June 2022 at 11am AEST. The draw will not take place publicly. The winning Initial Entrant and the Invited Friend will be notified by email (to the email addresses registered with the Promoter) on the same date. The winners must claim their prize by responding via email.

15. The Promoter will publish the results and the winning Team member's names on www.converse.com.au/winners, on or before Friday 3rd June 2022.

16. The determination of the winner will be undertaken in a fair and transparent manner with each Initial Entrant having an equal chance of winning. The Promoter's decision is final, and no correspondence will be entered into.

17. In the event of the prize being unclaimed by Wednesday 15th June 2022, further draw/s will follow to determine new winners on Thursday 16th June 2022 at 11am AEST, following the same protocol. The replacement winners will be notified by email within 24 hours. The Winners must claim their prize by responding via email. The Promoter will publish the unclaimed draw results and the winning Team member's on www.converse.com.au/winners, on or before Friday 17th June 2022.

18. The prize is two \$500 Converse Vouchers, one for winning Initial Entrant and one for the Invited Friend. The Entrant and Invited Friend will use the Voucher code at checkout. The code is valid for 36 months from distribution.

19. Total prize pool value is AU\$1,000

20. The prizes must be accepted as awarded and are not transferable or otherwise redeemable for cash. The odds of winning the prize depend on the number of eligible entries received. Upon acceptance of the prize, the prize winners agree to provide reasonable cooperation to allow Converse to use their name and/or likeness for advertising and publicity purposes in connection with this Contest including but not limited to publication of their name and photograph on Converse website.

21. This Contest may be promoted through third party websites, like Facebook. Entrants must at all times comply with the terms of service for those third-party websites when using them to participate in this Contest. This Contest is in no way sponsored, endorsed or administered by, or associated with those third-party websites.

22. Members of the Promoter who provide incorrect or fraudulent information are ineligible to participate in the promotion. The Promoter reserves the right to request at its sole discretion, appropriate photo identification or other documentation in order to confirm the entrants' eligibility to enter and claim a prize, before issuing a prize. If the documentation required by the Promoter is not received by the Promoter or its nominated agent, or the identity of the entrant has not been verified or validated to the Promoter's satisfaction, then that entrant will be deemed invalid.

23. Any costs associated with accessing the promotional website are the entrant's responsibility and are dependent on the Internet service provider used. Any contact details entered incorrectly on the website shall be deemed invalid.

24. The Promoter is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, technical problems or traffic congestion on the Internet or at any website, or any combination thereof, or any other technical failures, including but not limited to any injury or damage to participants' or any other person's computer related to or resulting from participation in or downloading any materials in this Contest. If for any reason this Contest is not capable of running as planned (including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond the control of the Promoter, which corrupt or affect the administration security, fairness, integrity or proper conduct of this Contest, the Promoter reserves the right in its sole discretion to cancel, postpone, or amend this Contest.

25. The Promoter as well as its associated agencies and companies are not liable for any loss (including, without limitation, indirect or consequential loss), damage, personal injury or death which is suffered or sustained (including but not limited to that arising from any person's negligence) in connection with the prize or use of the prize. This excludes any liability that cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).

26. If any of the provisions of these terms and conditions are held to be invalid or unenforceable in whole or in part that part shall be severed from the remainder of the provisions and the validity of the other provisions and the remainder of the provision in question shall not be affected.

27. As the total Prize pool is valued at \$1,000, no Australian States require a Permit for this competition.

28. The Promoter collects entrants' personal information in order to conduct the promotion. If the

information requested is not provided, the entrant may not participate in the promotion. By entering the promotion, unless otherwise advised, each entrant also agrees that the Promoter may use this information and approved images (photograph and/or film recording), or disclose it to other organizations that may use it, in any media for future promotional, marketing and publicity purposes without any further reference, payment or other compensation to the entrant.

29. These terms and conditions shall be governed by the laws of Victoria, Australia and any dispute shall be subject to the exclusive jurisdiction of the Australian courts.

30. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity and age). Verification is at the discretion of the Promoter.

31. The Promoter also reserves the right to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process.

32. 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.

33. Subject to the Promoter's obligations at law, once the Team has received their Prize, the Promoter shall not accept any requests for exchanges or refunds for change of mind or other reason apart from:

- a. if the Product is defective, faulty or not of merchantable quality or fit for purpose for which it is designed;
- b. if a size has been delivered which is different to the one selected in the entrant's entry, in which case, the Promoter may either refund the purchase in full.

34. Entrants consent to the Promoter using the entrant's name, likeness, image and/or voice in the event they are a successful entrant (obtained during the entry process or any photograph, film and/or recording of the same published on social media or online) 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.

35. The Promoter collects personal information in order to conduct the promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, Prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional upon providing this information. 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 entrant. Entrants may access, correct, change and/or update their personal information and obtain a copy of the Promoter's privacy policy by contacting the Promoter on (03) 8878 3000 during office hours. All entries become the property of the Promoter.

36. 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, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law:

- a. to delete any entrant's entry;
- b. to disqualify any entrant from the promotion; or

c. subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.

d. The Promoter accepts no responsibility for late, lost or misdirected entries or other communications. The Promoter denies all responsibility for any lost, un-received or unread text messages.

37. 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 loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion, including, but not limited to, where arising out of the following:

a. any theft, unauthorised access or third party interference;

b. any entry or purchase of the Prize 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;

c. any variation in Prize value to that stated in these Terms and Conditions; or

d. any tax liability incurred by an entrant.

38. By entering into this promotion, entrants are authorising the Promoter to contact them from time to time with promotional offers, product information and sale notifications.