TRADE PROMOTION
SCHEDULE OF DETAILS

This Schedule sets out the details of the promotion. The Schedule must be read together with the Terms and Conditions of Entry (which follow this Schedule).

Promotion Name	MYER one movie competition ("Competition")
Game of skill/chance	Game of chance
Promoter	Myer Pty Ltd (ABN 83 004 143 239)
Relevant State(s)	All Australian states and territory
Permit Number	ACT TP 26/02827
Promotion Period	The Promotion starts at 9:00am (AEDT) 20 November 2026 and concludes at 11:59pm (AEDT) on 7 December 2026.
Eligible Person	An individual is an Eligible Person if they are: a) 18 years of age or older; b) MYER one member with a valid email (in Members account) at the time of the Competition; c) Available to redeem the Prize between 26 December 2026 and 20 January 2027 Directors, management, employees, officers, and contractors of the Promoter who are directly involved in the management of the Promotion (and their Immediate Families) or of the agencies or organisations associated with this Promotion are ineligible to enter. ***Immediate Families*** means spouse, parent, natural or adopted child, and sibling (whether natural or adopted by a parent), whether or not they live in the same household as the director, manager, employee, officer, or contractor.
Verification Requirements	Winners may be required to verify their identity, age and MYER one Membership
Entry Procedure	During the Promotion Period, entrants must: a) be an Eligible Person; and b) Purchase a participating product from the Disney, Pixar, Marvel or Star Wars range at Myer and have their MYER one Card scanned at the time of transaction Entry into the competition is automatic on completion of the Entry Procedure. The MYER one Member whose member number is registered against the eligible transaction will be entered into the competition.
Participating Product	A Participating Product is any instore or online (www.myer.com.au) purchase at Myer that are branded and licensed products from Disney, Pixar, Marvel or Star Wars. This does not include online only Disney, Pixar, Marvel or Star Wars product.
Entry Restrictions	Members must scan or have their MYER one card registered against each transaction during the Promotion. At the time of the draw, there must be a qualifying transaction for the Competition. Returns will be netted off from sales and will be considered until the time of the draw - this may result in your entry being ineligible.

MYER one Requirements	Entrants must ensure that their MYER one contact details are complete and accurate. The Promoter may exclude an entry that has incomplete, invalid or inaccurate contact information. Entries will be deemed to be accepted at the time the qualifying transaction is registered in the MYER one system in accordance with the Entry Procedure. The MYER one system must record an entrant's MYER one Member number and details in order for an entrant to receive an entry into the draw. The Promoter takes no responsibility for late or lost entries, or where a person's MYER one Member details are not received correctly as a result of computer, technical or human error. MYER one Terms and Conditions apply.
Total Number of Entries for Promotion	There is no limit to the number of entries for the Competition
Maximum Number of Entries per Entrant	One entry per MYER one Membership
Draw Details	**Date:** 8 December 2026 **Time:** 12:00pm AEDT **Location:** Level 7, 75 Dorcas Street South Melbourne Victoria 3205 Additional reserve entries will be drawn in the instance that a winning entry is invalid
Prize Details	One MYER one Member will win a private movie screening of Avengers: Doomsday at Hoyts Cinemas for the winner and up to ten (10) friends, including selected Hoyts food and beverages. Any ancillary costs including travel are the responsibility of the winner and companions attending the private movie screening.
Total Prize Pool	Total prize pool is valued at $5,000 (including GST)
Prize Conditions	Prize must be taken and completed during the Redemption Period (26 December 2026 – 20 January 2027) or the winner forfeits the Prize. Companions must be over 18 years of age and agree to their details being provided to the Promoter or Prize Partner and its related agencies to facilitate the Prize. No part of the prize is exchangeable, redeemable for cash or any other prize.
Notification of Winners	Winners will be notified via phone and or email, as per email address in MYER one account by 12pm 10 December 2026
Publication Dates	Winner's details (first initial, surname and postcode) will be published at www.myer.com.au/whatson on 14 December 2026
Prize Claim Date	Prize must be claimed by 12:00pm AEDT 10 December 2026
Claim Instructions	Winner will be contacted via email and provided with details as to how to claim the Prize. If the winner does not wish to claim the Prize, they must contact the Promoter prior to the Prize Claim Date.
Second Chance Draw	Second Chance Draw if prize is unclaimed Time: 12pm AEDT Date: 11 December 2026

	Location: Level 7, 75 Dorcas Street South Melbourne Victoria 3205 Second Chance Draw winners will be notified by email by no later than 15 December 2026 and winners details (first initial, surname and postcode) published at www.myer.com.au/whatson by no later than 17 December 2026
Safety	The winner accepts the Prize at their own risk. The Promoter makes no representation as to the safety, conditions or other issues that may exist as a result of accepting and redeeming the Prize.
Privacy	By entering the competition, the winner consents to being contacted in connection to the Competition, including where the Member has opted out of marketing during or after the draw. The winner and their companion consent for the Promoter to supply their personal information to the Agent or associated agencies in order to facilitate the Competition and redemption of the Prize. Personal information will be used in line with the Myer Privacy Policy and for the purposes of facilitating this competition The Walt Disney Company and each of its respective parent, affiliates and subsidiaries is not responsible for the promotion, administration or execution of this Competition.

TRADE PROMOTION
TERMS AND CONDITIONS OF ENTRY

1. These Terms and Conditions incorporate and must be read together with the Schedule for the Promotion. The Schedule prevails to the extent of any inconsistencies with these Terms and Conditions. Entry into this Promotion constitutes acceptance of these Terms and Conditions.
2. The Promoter is Myer Pty Ltd, of Level 7, 75 Dorcas Street South Melbourne Victoria 3205 (ABN 83 004 143 239).
3. Any capitalised terms used in these Terms and Conditions have the meaning given in the Schedule, except where stated otherwise. Unless the contrary intention appears, a reference in these terms to the word "person" includes an individual, a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association, or any government agency or entity.

ELIGIBILITY TO ENTER

4. Entry to the Promotion is open to residents of the Relevant State(s) who are Eligible Persons as described in the Schedule and meet the Entry Restrictions (if any).

ENTRY

5. The Promotion will be conducted during the Promotion Period. To enter the Promotion, entrants must complete the Entry Procedure during the Promotion Period.
6. Entries may only be submitted in accordance with the Entry Procedure and will not be accepted by the Promoter in any other form. Computer generated or other automated entries will not be accepted.
7. All valid entries received during the Promotion Period will be entered in the Promotion, and the prize draw, if the Promotion is a game of chance.
8. Once submitted, the entrant cannot alter or delete their entry.
9. Entrants may enter the Promotion up to the Maximum Number of Entries. Multiple entries (where permitted) must be submitted separately and must each separately meet any product purchase requirement specified in the Entry Procedure (if applicable). Excess entries will be deemed invalid.
10. Entries must be received by the Promoter during the Promotion Period. Email and electronic entries are deemed to have been received at the time of receipt into the Promoter's database and not at the time of transmission by the entrant.
11. If the Promotion involves mail entry, each entry must be sent in a separate envelope.
12. If the Promotion involves SMS entry, the maximum cost of each SMS is 55 cents (inc GST), whether sent during or outside the Promotion Period. SMS entry is only open to entrants with a compatible mobile phone connected to a service provider that permits text messaging to the Promotion SMS number. Entrants are encouraged to check this with their service provider before entering the Promotion. SMS entries must be submitted from the entrant's mobile phone.
13. If the Promotion involves entry via a competition phone line, the maximum cost of a call to the competition phone line is 55 cents (inc GST) except that higher rates may apply from mobile or public phones.
14. If the Promotion involves entry via a website, the cost of accessing the website will be dependent upon the Entrant's individual Internet Service Provider.
15. If the Promotion is a game of chance and involves the entrant purchasing a ticket (**Entry Ticket**), the Entry Ticket must be purchased at a legitimate Myer Point of Sale counter. On completion of the purchase, the entrant will be provided with a legitimate Myer Point of Sale receipt which details the store number at which the purchase was made, the time of transaction, the date and the details of the purchase. It is the responsibility of the entrant to check that they are provided with a legitimate Myer Point of Sale receipt containing these details at the time of purchase. If the receipt does not contain these details, the entry will be deemed an ineligible entry.
16. All Entries (including photographs and videos) become and remain the property of the Promoter upon submission and will not be returned to Entrants.

JUDGING OF ENTRIES FOR GAMES OF SKILL

17. Each valid entry will be individually judged (by representatives of the Promoter) based on the Judging Criteria.

18. The prize(s) will be awarded to the valid entrant or entrants (as applicable) whose entry or entries best meet the Judging Criteria, as determined by the judges, in accordance with the Prize Details. Entries that, in the Promoter's judgment, contain offensive, defamatory or otherwise objectionable or inappropriate material or that infringe any third party rights will be invalid.

19. The judges' decisions are final and no correspondence will be entered into.

PROMOTIONS CONDUCTED VIA A SOCIAL NETWORKING SITE

20. If the Promotion is conducted via the Social Networking Site, entrants acknowledge that the Promotion is in no way sponsored, endorsed, or administered by, or associated with the Social Networking Site.

21. Entrants acknowledge that any information they provide in connection with the Promotion is provided to the Promoter and not to the Social Networking Site.

22. Any questions, comments or complaints regarding the Promotion will be directed to the Promoter and not to the Social Networking Site.

23. Entrants release the Social Networking Site and its associated companies from all liability arising in respect of the Promotion, to the extent allowable by law.

ENTRY CONTENT AND VALIDITY

24. Entrants are required to take full responsibility for the content of their entry and for ensuring that their entry complies with these Terms and Conditions. For the purposes of these content requirements, Entry Materials includes any material (including but not limited to, drawings, artwork, images, text, photos, videos and email messages) that entrants submit, upload, transmit, publish, communicate or use in connection with their entry into the Promotion.

25. Incomplete and illegible entries will be deemed invalid. Entries that breach these Terms and Conditions or any other content guidelines notified by the Promoter during the Promotion Period will also be deemed invalid.

26. Entries submitted by persons who are not Eligible Persons will be deemed invalid. The Promoter may not assess each entry however, winning entries will be scrutinised.

27. If an entry is invalid or if an entrant is unable or refuses to take part in any element of this Promotion, the Promoter reserves the right to discard that entrant's entry and proceed as if that entrant had not entered the Promotion.

28. If for any reason, the Promoter becomes aware after an entrant has won a prize that the entrant has not complied with these Terms and Conditions or that their entry is otherwise invalid, that entrant will have no entitlement to the prize, even if the Promoter has announced them as a winner and that entrant will be required, at the direction of the Promoter, to return, refund or otherwise make restitution of the prize.

29. Entries must be the entrant's original work. The Promoter reserves the right to verify, or to require the entrant to verify, that the entry is the entrant's original work. If an entry cannot be verified to the Promoter's reasonable satisfaction, the entry will be deemed invalid.

CONSENTS AND PERMISSIONS

30. An entrant's entry must not include:

    (a) any image or voice of any other person without that person's express consent. Entrants warrant that if any such content is included, they have obtained the express consent of the relevant person;

    (b) any content that contravenes any law, infringes the rights of any person or is obscene, offensive, potentially defamatory, discriminatory, indecent or otherwise objectionable or inappropriate (including but not limited to, any content involving nudity, malice, excessive violence or swearing); and

    (c) any literary, dramatic, musical or artistic work, any audio-visual or sound recording, or any other item in which copyright subsists, unless the entrant is entitled to do so. If an entrant has any doubts about whether they have the right to include any content (for example, recorded music) they must not include it. By including any such content in their entry, the entrant warrants that they have the

permission of the relevant copyright owner to do so and that this permission allows the Promoter to use the entry in accordance with these Terms and Conditions.

31. By entering this Promotion all entrants:

    (a) consent to the Promoter using and publishing (and authorising others to use and publish) their name, character, likeness, image, voice or anything else that identifies them for the purposes of any promotion or matter incidental to the Promotion, including future similar promotions, and at any time during or after the Promotional Period and via any means (including but not limited to, any national print media, the Promoter's website and any other promotional material);

    (b) assign (and, if necessary, will in the future assign) all intellectual property rights (including copyright) in their Entry Materials in relation to all media (including but not limited to, the internet) and whether in existence now or created in the future;

    (c) unconditionally and irrevocably:

        (i) consent to any act or omission that would otherwise infringe any of their moral rights in the Entry Materials (as defined in Part IX of the *Copyright Act 1968* (Cth)) and present and future rights of a similar nature conferred by statute anywhere in the world whether occurring before or after this consent is given;

        (ii) waive all moral rights that arise outside Australia; and

        (iii) agree not to institute, maintain or support any claim or proceeding for infringement of their moral rights in the Entry Materials;

    (d) warrant to the Promoter that their entry is the original independent creation of the entrant and free from any claims, including copyright or trade mark claims, by other persons.

32. If the Promotion involves the publication of Entry Materials on a website, the Promoter accepts no responsibility or liability where an entrant's photos, images or other Entry Materials are downloaded from the website by any persons, and for any matters after such download. The Promoter may, in its absolute discretion, edit, modify, delete, remove or take down any part of an entrant's entry.

DETERMINING AND NOTIFYING WINNERS IN GAMES OF CHANCE

33. The prize draw(s) (if applicable) will be conducted in accordance with the Draw Details. The prize(s) will be awarded to the valid entry or entries (as applicable) randomly drawn in accordance with the Prize Details.

34. If the Promotion includes instant win prizes, the instant win prize(s) will be awarded to the valid entry or entries (as applicable) in accordance with the Entry Procedure.

35. Winners will be notified as specified in the Schedule and their name and State or Territory of residence will be published in accordance with the Schedule. The Promoter and the companies and agencies associated with this Promotion may also publish the name and State or Territory of winners on their website(s) and in trade publications. By entering this Promotion, each entrant requests that his or her full address not be published.

36. Entrants must, at the Promoter's reasonable request, participate in all promotional and editorial activity (such as publicity and photography) surrounding this Promotion or the winning of any prize, free of charge, and they consent to the Promoter and its related bodies corporate using their name and image in promotional material. Without limitation, entrants consent to being broadcast, filmed, photographed or otherwise recorded without compensation while participating in this Promotion, or in taking or using any prize, and they consent to the Promoter repeating any such broadcast, film or other recording at any time. The entrant also consents to the Promoter submitting for use such broadcast, film, photograph or other recording to the Promoter's contractors, the Promoter's contractor's contractors and the Promoter's agents.

PRIZES - GENERAL

37. If the prize involves a winner meeting or attending a function with a celebrity or other public figure, the Promoter will not be liable for the failure of the winner (and their companion(s), if applicable) to meet that person or failure of that person to attend the function, for whatever reason.

38. The Promoter may, at its discretion, require any person taking, accepting or participating in any prize to be 18 years or over, or if a person is under the age of 18, require that the person be accompanied by a parent or legal guardian while taking the prize.

39. The Promoter reserves the right to appoint a chaperone to accompany the participants taking the prize. The participants agree to the chaperone being present with them for the duration of the prize and agree to comply with any reasonable directions or guidelines given to them by the Promoter or their chaperone.

40. The prize must be taken as offered and cannot be varied unless authorised by the Promoter. The prize value includes GST and is in Australian dollars and is correct at the time of printing. The Promoter accepts no responsibility for any variation in prize value.

41. Prizes are not transferable, exchangeable or redeemable for cash. Prizes cannot be sold to a third party including, online auctions and private sales. Unused portions of prizes will be forfeited and no compensation will be paid in lieu of that element of the prize.

42. Subject to the approval process required by any relevant gaming or lotteries authority, in the event that any prize item is unavailable despite the Promoter's reasonable endeavours to procure within Australia, the Promoter reserves the right to substitute a different prize item of equal or greater value, subject to any written directions from any relevant regulatory, judicial or government authority.

43. Where prizes are lost, stolen, damaged or tampered with, for reasons beyond the control of the Promoter, the Promoter is not liable.

44. Without limiting the above terms and conditions, the Promoter may at its absolute discretion, substitute cash for any prize (the amount of cash being equal to the prize value specified in the Prize Details).

45. Except to the extent required by any law, including the Australian Consumer Law, the Promoter and its associated companies make no warranties or representations about the fitness for purpose or suitability of any prize and will not accept responsibility for the quality or fitness for any purpose of any prize or the failure of any prize to be of acceptable quality.

46. Prizes and participation in the Promotion are subject to any terms and conditions imposed by the supplier or organiser of the prize, as applicable.

47. These Terms and Conditions do not exclude or limit the application of any statutory provision (including a provision of the *Competition and Consumer Act 2010* (Cth) where to do so would contravene that statute or cause any part of these Terms and Conditions to be void.

PRIZES – PROVISIONS RELATING TO TYPES OF PRIZES

48. The prize(s) are specified in the Prize Details. The prize(s) are subject to any restrictions specified in the Schedule. The total prize pool is specified in the Schedule.

49. If a prize includes vouchers, the vouchers are only valid until the voucher expiry date specified on the voucher or by the provider, and are subject to any terms and conditions imposed by the provider. Once awarded, the Promoter is not liable for any voucher that has been lost, stolen, forged, damaged or tampered with in any way.

50. If a prize includes tickets, including tickets to an event, the tickets are only valid for the date or period specified on the tickets or by the provider, and are subject to any terms and conditions imposed by the provider. Once awarded, the Promoter is not liable for any ticket that has been lost, stolen, forged, damaged or tampered with in any way.

51. If a prize includes travel, the prize must be booked and completed as specified by the Promoter or by the supplier of the prize. If the prize is event based, any travel provided as part of the prize must be taken on the dates specified by the Promoter to coincide with the event. The prize is subject to booking and availability, and is subject to any terms and conditions imposed by the relevant providers. All costs associated with a travel prize which are not expressly stated in the Schedule to be included, including additional spending money, passport and visa costs, transfer costs, meals, taxes, insurance, luggage costs and all other ancillary costs, are the responsibility of the winner. The winner and any travelling companion(s) must depart and return at the same time using the same air carrier. The winner and any travelling companion(s) are responsible for ensuring they have all necessary travel insurance (if not included in the prize) and documents to travel to the relevant place(s) (including passports and visas, if required). Any alterations or extensions to confirmed prize details must be approved in advance by the Promoter (at its sole discretion) and will be at the expense of the winner. The Promoter is not responsible for the cancellation, delay or rescheduling of any part of a travel prize and any costs incurred by the winner or any travelling companion(s) as a result (including accommodation costs) will be the responsibility of the winner. The winner is responsible for ensuring that they and their travelling companion(s) are fit to travel and have received appropriate immunisations and/or health checks prior to taking the prize. It is the entrant's responsibility to check and prepare for travel warnings and any

perceived hazards with appropriate authorities, including www.dfat.gov.au. The Promoter is not responsible for any illness, injury or property damage that affects the winner while undertaking the travel prize.

52. If the prize includes any vehicle (**Vehicle**), including a motor vehicle, motorcycle, motor scooter, boat or any other vehicle, the prize does not include any insurance or accessories unless otherwise specified in the Prize Details. If a winner of a Vehicle is under the age of 18 years, the prize will be awarded to the winner's parent or guardian. The winner or his or her parent or guardian (as the case may be) (**Deemed Winner**) is responsible for arranging their attendance at the premises nominated by the Promoter to collect the Vehicle. The Deemed Winner must provide all information and sign all documentation necessary to enable the Promoter to register the Vehicle in the name of the Deemed Winner prior to collection. To be eligible to claim the Vehicle, the Deemed Winner must be capable of obtaining registration of the Vehicle in his or her name in accordance with any applicable legislation in the Relevant State in which the Vehicle is collected. If the Deemed Winner is, through any legal incapacity or otherwise, unable to register the Vehicle in his or her name then he or she may assign the Vehicle to another person with legal capacity for the purpose of registration of the Vehicle.

53. If the prize includes Myer Gift Cards, Gift Cards are treated like cash. Lost or stolen cards will not be replaced or refunded. Gift Cards cannot be used for the payment of credit or store accounts. Gift Cards are not redeemable for cash and cannot be exchanged. Gift Cards expire two years from the issue date. Any unused amount after the expiry date of the Gift Card will not be refunded or credited. Gift Cards are not reloadable. For full terms of use and full details concerning applicable exclusions, visit http://www.myer.com.au/cards/gift-cards/ or call 1800 811 611. Gift Cards are to be used for the purchase of goods and services at Myer stores in Australia.

54. If the prize involves a winner attending an event, if any part of the event is abandoned, called off, varied or postponed for any reason, then at the Promoter's discretion, the relevant winner (and their companion(s), if applicable) forfeits all rights to attend the relevant event and no cash or alternative tickets will be substituted for that element of the prize. If the event is varied or postponed, the Promoter, where reasonable, will try to vary arrangements to allow the winner (and their companion(s)) to attend the varied or postponed event (unless doing so would involve additional costs to the Promoter).

CLAIMING PRIZES

55. Prizes must be claimed by the Prize Claim Date in accordance with any Claim Instructions set out in the Schedule. If a prize is not accepted by, or failing all reasonable efforts by the Promoter, is not delivered to the prize winner, the relevant winner's entry will be deemed invalid and the Promoter reserves the right to distribute the unclaimed prizes in accordance with the Unclaimed Prize Arrangements specified in the Schedule, subject to any directions given by any relevant authority. Winners of unclaimed prizes will be notified and have their names and State or Territory of residence published in accordance with the Unclaimed Prize Arrangements, subject to any directions given by any relevant authority.

CANCELLATION OF COMPETITION

56. If, for any reason, the Promotion or any of the prizes are not capable of being run or offered as planned, including but not limited to, infection by computer virus, bugs, tampering, unauthorised intervention, fraud or any other causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion, the Promoter reserves the right in its absolute discretion to take any action that may be available to it. Any actions are subject to State and Territory regulations and may include cancellation, termination, modification or suspension of the Promotion.

57. The Promoter may also cancel, suspend or modify the Promotion if the determination of the prize winner or the delivery of the prize is prevented or hindered by any external event beyond the control of the Promoter, including but not limited to, vandalism, power failure, tempest, natural disaster, acts of God, civil unrest, strikes or other industrial action.If the Promotion is not capable of being run as planned, for reasons outlined above, the Promoter will not be liable for any loss or damage of any kind to entrants arising out of any resultant action taken by the Promoter.

PRIVACY AND INFORMATION

58. The Promoter may collect the following personal information provided by entrants when entering or participating in this Promotion (including without limitation in their Entry Materials, transactional information, when you shopped, where you shopped, how you paid and what you purchased, MYER one information, address, phone number, name, age, passport number, drivers licence number, information obtained from any

Promotion partners, information you provide when submitting any questions or queries regarding the Promotion) or by entrants doing anything in connection with this Promotion.

59. The Promoter may use your personal information to conduct the Promotion, to ask you questions, to contact you about any matter in connection with the Myer business or the Promotion, to contact entrants if they are winners, to conduct research and marketing activities (including to inform entrants about special offers, marketing, events, promotions, product launches and other special events and discounts from the Promoter such as the MYER one Program or new products or promotions and to become part of databases maintained by the Promoter or associated entities), to conduct market research (including to improve and help Promoter better tailor its product and service offering , including developing new products, services, promotional offers and shopping opportunities) and to conduct market research and other forms of analysis, unless the entrant opted out of participating in such activities in the section provided on the entry form, and otherwise in accordance with the Promoter's Privacy Policy. If you provide your email address or mobile phone number you consent to the Promoter using your email address to email you and/or your mobile telephone number to SMS you for any of the purposes listed above

60. Entrants can advise the Promoter at any time if they no longer wish to participate in any such research and marketing activities. Otherwise, their consent will remain current until specifically withdrawn. The Promoter may disclose entrants' personal information for the above purposes to other companies associated with this Promotion, related bodies corporate of the Promoter, the Promoter's information technology providers and database service providers and other entities which provide research and marketing services to the Promoter.

61. The Promoter may engage other persons or organisations (for example, the Promoter's suppliers, prize donators, competition and promotion agencies, data mail houses, data processing organisations, marketing researchers, specialist call centres and service providers) to assist the Promoter in carrying out the above purposes. Some of these organisations may be located overseas. Your personal information may be disclosed to such persons or organisations for these purposes and, in providing a service, they may contact you directly. In some circumstances, they may disclose personal information they collected from you to the Promoter or one or more of the purposes already mentioned. The Promoter will hold and use all personal information it collects from third parties about you for the purposes described in this notice.

62. Myer may also disclose your personal information as required by law.

63. If entrants do not provide the personal information requested by the Promoter, they may not participate in the Promotion (except where the provision of that information is optional). Winners' names will be published and retained as required under relevant legislation. An entrant may, at any time, request to access, update or correct any information, or to have their details removed from the Promoter's database(s) and such request will be considered in accordance with the requirements of the Privacy Act. Such requests should be directed to the Promoter at its address set out in item 2. The Promoter's Privacy Policy can be viewed at http://www.myer.com.au.

INDEMNITY AND LIABILITY

64. Unless required by any law, including the Australian Consumer Law, the Promoter, its related bodies corporate and their respective officers and employees, its agents, its contractors, its associated entities and their respective officers will not be liable for any loss (including but not limited to, indirect, special or consequential loss, loss of opportunity or loss of profits), expense, damage, personal injury or death which is suffered or sustained in connection with any part of this Promotion (including entry, collation of entrant details, prize draw and determination of the winner(s)), promotion of this Promotion, use or acceptance of the prize or the prize itself, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum extent allowable by law).

65. If requested by the Promoter, any entrant or winner (and their companion(s), if applicable) (or if an entrant, winner or companion is not an adult, their parent or guardian) must sign an indemnity and exclusion of liability form (provided by the Promoter) in favour of all parties involved in this competition and/or providing the prize prior to undertaking any specified activities forming part of the competition, acceptance or use of the prize or the prize itself. If any entrant, winner, nominated companion or parent/guardian (if applicable) does not sign the indemnity form provided by the Promoter, within the time requested by the Promoter, the relevant entrant's or winner's entry or claim will be deemed invalid. Where a winner's entry or claim is deemed invalid, the prize will be deemed unclaimed and the Promoter has a right to re-draw the prize in accordance with the Unclaimed Prize Arrangements in the Schedule.

66. Without limiting the previous paragraphs, the Promoter, its related bodies corporate, its agents and its associated entities will not be liable for any damage to or delay in transit of prizes.

67. If other entities are conducting the promotion in conjunction with the Promoter, the Promoter is not liable for any error made by the other entity when communicating details of the Promotion, the entry process, the prize draw, the prize, determination of the winner and promoting the Promotion.

GENERAL

68. The Promoter reserves the right in its sole discretion to verify the validity of entries and to disqualify any entrant (or voter if applicable) who tampers with the entry (or voting process), or who submits an entry which is not in accordance with these Terms and Conditions, or who the Promoter has reason to believe has breached any of these Terms and Conditions, or has engaged 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.

69. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

70. The Promoter accepts no responsibility for any tax implications that may arise from acceptance of the prize winnings. Entrants should seek independent financial advice prior to entering the Promotion.

71. The Promoter may at its absolute discretion prohibit an entrant's participation in this Promotion, cancel or suspend a prize or cease to provide any prize to a winner if the entrant or winner or any companion(s) are, in the reasonable opinion of the Promoter, under the influence of alcohol or drugs, behaving aggressively, disruptively, or in a manner which may diminish the good name and reputation of the Promoter or its products and brands, or are engaging in conduct that is misleading, deceptive, contrary to law or is otherwise inappropriate.

72. The Promoter's decisions in connection with the Promotion are final and no correspondence will be entered into.

73. No responsibility will be taken for unsuitable, lost, deleted, late or misdirected entries. The Promoter is not responsible for technical difficulties with the entry mechanism and does not warrant that the entry mechanism will be available at all times.

74. Entries which are to be published on a website will be subject to a moderation process before being visible on the website.

75. The Promoter may require the winner(s) to provide identification as requested by the Promoter including but not limited to, proof of identity, age, residency, employment, supply to the Promoter or engagement by the Promoter. Identification considered suitable for verification is at the Promoter's reasonable discretion.

76. Entrants acknowledge that there may be inherent risks in some aspects of the Promotion or the prize and that participation in the Promotion or the prize may involve participating in dangerous activities. By entering this Promotion and/or accepting the prize, entrants accept that risk for themselves and for their companion(s) (if applicable).

77. In order to participate in this Promotion and/or the activities which may be awarded as part of the prize, the winner (and their companion(s), if applicable) must comply with applicable health, fitness, skill, balance, dexterity and any other requirements normally associated with the particular activity. It is the entrant's responsibility to ensure that they (and their companion(s), if applicable) are sufficiently healthy and fit so as to safely participate in this promotion and/or undertake the activities awarded as part of the prize. The entrant or winner must comply with all requirements and directions of the people responsible for the conduct of the relevant activity and must ensure that their companion(s) also comply (if applicable). If the Promoter reasonably believes that the entrant, winner or their companion(s) will not be able to comply with such requirements, the Promoter may deem the entrant, winner or their companion(s) not sufficiently healthy or fit to participate in the Promotion.