

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	Give Something Special Christmas Competition
Game of skill/chance	This is a game of skill. Chance plays no part in determining the winner(s).
Promoter	Myer Pty Ltd (ABN 83 004 143 239)
Relevant State(s)	All Australian States and Territories.
Promotion Period	The Promotion starts 7am AEDT 2nd December 2025 The Promotion closes on 14 th December 2025 6pm AEDT
Eligible Person	<p>An individual is an Eligible Person if they are:</p> <ol style="list-style-type: none"> 1. 18 years of age or older. 2. A MYER one member or complete sign up before 6pm AEDT 14th December 2025. 3. A subscriber to Wynns Wine Email Newsletter or complete sign up before 6pm AEDT 14th December 2025. <p>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.</p>
Verification Requirements	Winners will be required to verify their identity, provide proof of age, their MYER one member status and proof of Wynns Wine email newsletter subscription
Entry Procedure	<p>During the Promotion Period, entrants must:</p> <ol style="list-style-type: none"> a) be an Eligible Person; and b) Tell us in 100 words or less your Christmas gifting story, either as a recipient or giver of the gift. Email your Christmas Gift Giving story to eventscompetition@myer.com.au c) Participate in the competition within the competition period completing the above steps. Entry into the competition is automatic at the time of participating through submitting a response to the competition email mailbox.
MYER one Requirements	MYER one contact details provided must be valid and email must be accessible by Member
Total Number of Entries for Promotion	There is no limit on the number of entries for this Promotion
Maximum Number of Entries per Entrant	Limit of one entry per person. Where multiple entries are submitted by the same person, the first entry received will be the entry entered into the competition, even if it does not meet the entry requirements

Entry Materials	<p>Entries must comply with the following Entry Guidelines:</p> <ul style="list-style-type: none"> ▪ Entries must be the original independent creation of the Eligible Person and free from any claims including copyright or trademark infringement of a third party ▪ Entrants must have the permission of the person/s appearing in the submission (if the information provided is likely to identify the individual) to submit to the competition. ▪ The Winner consents to the Promoter publishing in any medium the winning Entry details in full or in part ▪ The Entry Materials must not be offensive, defamatory or otherwise objectionable or inappropriate material, or infringe any third party rights ▪ The Entry Materials must not objectify men, women or children in an inappropriate manner, be sexual or contain offensive language. ▪ The Entry Materials must not promote or condone violence or vilify sexuality or nudity that would contravene prevailing community standards ▪ By entering this competition Entrants 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) to the Promoter. The Entrant agrees for the Promoter to use an entry for any promotional or marketing purposes without remuneration ▪ An Entrant agrees that they will not sell or otherwise provide their Entry, story and/or photographs to any media or other organisation. The Entrant also consents to the Promoter publishing/advertising in any medium the Entry submitted. Entry into the Competition will be taken as consent. If consent is not provided, the Entrant will forfeit their entry and the prize ▪ The Promoter may copy, reproduce, publish, display, alter, or distort the Content, and use it for any purpose, (including without limitation, any future promotions or campaigns involving Myer) at any time in the future, and via any media ▪ The Promoter does not support bullying or discrimination, or any comments or behaviour which could be defamatory, offensive, indecent, otherwise inappropriate, or which contravene any law, or infringe the rights of any person
Judging Criteria	<p>The story must be a Christmas gifting story of where the person received or gave the gift. The story can be emotional, funny, sad or a feel-good story. The winning stories will be based on which stories evoke an emotional response from the panel of judges, whether that be the funniest, most wholesome, the most shocking or most enjoyable to read. The story must be the person's own story and not a story owned by another person.</p> <p>Valid entries will be reviewed by a panel of judges on</p> <p>Date: 15 December 2025 Time: 4pm AEDT Location: Myer Level 7, 1000 La Trobe Street, Docklands, VIC 3008</p>
Prize Details	<p>FIRST PRIZE</p> <p>The winning story will win The Ultimate Wine Collection and a \$500 Myer Gift Card, valued at \$1,780:</p> <ul style="list-style-type: none"> • 2 bottles of Wynns John Riddoch Cabernet Sauvignon 2022 and 2 bottles of Wynns Michael Shiraz 2015, valued at \$500, • 6 bottles of Wynns Black Label Cabernet Sauvignon 2023 and 6 bottles of Wynns Black Label 'Old Vines' Shiraz 2019, valued at \$540, • A RIEDEL Veritas Cabernet/Merlot + Mosel Decanter Set containing 4x RIEDEL Veritas Cabernet/Merlot glasses and 1x RIEDEL Mosel Decanter, valued at \$240 <p><u>RUNNER UP PRIZE</u></p> <p>Second runner up winner, valued at \$1,165.00 wins</p> <ul style="list-style-type: none"> • 2x Tickets to a Big Live 2026 Show, valued at \$320.00 • A Wynns Icon Collection featuring 6 bottles of new release flagship wines, valued at \$595 • \$250 Myer gift card

	<p>Third runner up wins, valued at \$570</p> <ul style="list-style-type: none"> • 2x Tickets to a Big Live 2026 Show, valued at \$320 • \$250 Myer gift card <p>All entrants receive a link to a 20% discount to <i>The Nutcracker</i> Big Live Ballet 2025 and \$30 off their first Wynns Coonawarra Estate purchase of \$150 or more using code WELCOME.</p> <p>Big Live terms and conditions apply, see https://www.bigliveco.com/privacy-policy</p> <p>Any additional and ancillary costs are the responsibility of the winner and travel companions.</p>
Total Prize Pool	The total prize pool is valued at \$4075 (including GST). GST does not apply to the issuance of gift cards.
Prize Conditions	<p><u>Runner Up Prizes</u></p> <p>The Prize must be taken and completed during the Redemption Period (2026) or the Winner forfeits the Prize.</p> <p>The Winner must make their own way to the theatre. The prize (or any part thereof) cannot be sold, is not transferable or exchangeable and cannot be taken for cash.</p> <p>Once booked, any changes made to the booking may incur a cancellation or amendment fee, at the cost and responsibility of the Winner. Tickets are non-transferrable (i.e. no name changes allowed after ticketing).</p> <p>All additional costs which are not expressly stated in this Schedule to be part of the Prize, but which may be incurred in acceptance and use of a Prize, are the responsibility of the Winner and their travel companion and are not included in the Prize. Such additional costs include, without limitations, travel expenses, hotel expenses, meals and beverages, activities, tickets or passes, room service, telephone calls, mini-bar items, laundry services, spending money, transfers, taxes including arrival and departure taxes (if applicable), insurance, travel insurance, excess payable on insurance claims, passports and visas (if applicable). The Winner is solely responsible for their arrival and departure of their travel companion throughout the travel period, at their own expense.</p> <p>No compensation will be payable by the Agent of the Promoter if a Winner or their companion, are unable to use any element of the Prize as stated for whatever reason, including ejection, delay, refusal of entry into or departure or participation in certain activities for health, age, behaviour, or safety reasons. Any tickets, passes or vouchers issued as part of a Prize are subject to the prevailing terms and conditions of use, are only valid for use within the stated duration on the tickets, passes or vouchers issued, and are not replaceable if lost, stolen or damaged. Any part of a Prize that is not taken for any reason is forfeited by the Winner.</p> <p>The Promoter reserves the right to require the Winner and their companion to sign any legal documentation as and, in the form, required by the Promoter, Agent, or suppliers of Prizes, in their absolute discretion including without limitation a form of waiver or release with respect to acceptance or usage of the Prize, or any liability arising out of or in relation to the Prize or this Promotion.</p> <p>Any tickets, passes or vouchers issued as part of a Prize are subject to the prevailing terms and conditions of use, are only valid for use within the stated duration on the tickets, passes or vouchers issued, and are not replaceable if lost, stolen or damaged. Any part of a Prize that is not taken for any reason is forfeited by the Winner. Big Live terms and conditions apply, see https://www.bigliveco.com/privacy-policy</p>
Wynns Wine Specific Terms and Conditions	<p>Collection and use of your personal information</p> <p>If you are a winner, you must take part in all publicity, photography and other promotional activity as the Promoter requires, without any compensation. You consent to the Promoter using your name and image in any promotional or advertising activity.</p> <p>The information you provide will be used by the Promoter for the purpose of conducting this competition and fulfilling the prize. The Promoter may collect your personal information (including through its contractors or agents) and disclose your companions' personal information to its contractors and agents to assist in conducting this competition or</p>

	<p>communicating with you. If you have marked the “opt-in” box on the entry form, you consent to the Promoter keeping your personal information on its database to use for future marketing purposes, including contacting you by electronic messaging provided that where required by the <i>Spam Act 2003</i> (Cth), the Promoter includes a functional unsubscribe facility in each direct marketing communication it sends you that you may use to opt-out of any further such communications and provided that the functional unsubscribe facility complies with the <i>Spam Regulations 2021</i> (Cth). By entering, you consent to receive email or SMS messages from the Promoter without any functional unsubscribe facility if they relate primarily to the conduct of this competition. The Promoter is bound by the Privacy Principles in the <i>Privacy Act 1988</i> (Cth). You can request access to the personal information the Promoter holds about you by contacting the Promoter at the address stated in the Promoter section of these conditions. The Promoter’s Privacy Policy, located at www.tweglobal.com/privacy, contains information about:</p> <ul style="list-style-type: none"> (a) how you can seek access to the personal information the Promoter holds about you/them and seek the correction of such information; (b) how you can complain about a privacy breach and how the Promoter will deal with such a complaint; and (c) whether the personal information the Promoter holds about you will be provided to overseas companies, and if so, in which countries those companies are located. <p>Responsible drinking</p> <p>Enjoy alcohol responsibly. Consider the safe drinking levels recommended in the National Health and Medical Research Council Australian Guidelines to Reduce Health Risks from Drinking Alcohol – see: www.nhmrc.gov.au/about-us/publications/australian-guidelines-reduce-health-risks-drinking-alcohol. See also the NSW Liquor Competition Guidelines and Intoxication Guidelines at www.liquorandgaming.nsw.gov.au/documents/gl/gl4001-liquor-promotion-guidelines.pdf. Where relevant, your participation in this competition may be subject to the liquor serving policy of businesses conducting the competition and/or providing the prize.</p> <p style="text-align: center;">Liability</p> <ul style="list-style-type: none"> 1 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the <i>Competition and Consumer Act 2010</i> (Cth). 2 Subject to the previous paragraph, the Promoter and the agencies and companies associated with this competition are not liable (including in negligence) for any loss (including indirect, special or consequential loss or loss of profits), expense, damage, personal injury (including allergies, skin conditions or other reactions, as relevant), illness or death suffered in connection with this competition or any prize, except for any liability which under statute cannot be excluded (in which case that liability is limited to the greatest extent allowed by law). 3 Without limiting the previous paragraph, the Promoter and the agencies and companies associated with this competition are not liable for any loss of, damage to or delay in delivery of prize/s, or for any damage that occurs to displayed prize/s (where relevant). Unless otherwise specified, prize/s will only be delivered to addresses in Australia. 4 This competition is in no way sponsored, endorsed or administered by, or associated with any social media platform, including Facebook, Instagram and Twitter. You provide your information to the Promoter and not to any social media platform. You completely release any relevant social media platforms from any and all liability.
Notification of Winners	Winners will be notified via email (as per email address in MYER one account at the time of notification) no later than 16 December 2025
Publication Dates	Winners first initial, surname and state published at www.myer.com.au/whatson by 23 December 2025
Prize Claim Date	The prize must be claimed by 6pm AEDT, 22 December 2025

Claim Instructions	The winner will be contacted by email (as per email address in MYER one account at the time of notification) by the Promoter and provided with details as to how to claim the prize..
Unclaimed prize arrangements	<p>If the Prize remains unclaimed or unallocated because of incorrect, inaccurate or inactive.</p> <p>The Promoter will conduct a second chance to award any unclaimed Prize as follows:</p> <p>Date: 23 December 2025 Time: 6pm AEDT Location: Myer Level 7, 1000 La Trobe Street, Docklands, VIC 3008</p> <p>The Winner in the second winning story selection will be notified by email by 6 January 2026. Prize must be claimed before 9 January 2026, or the Prize will be forfeited. The Winner will be published on the Promoters website by no later than 16 January. The same Prize conditions will apply. Redemption Period is the same as original winner.</p>
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 at any destination.
Privacy	<p>By entering the competition, the winner consents to being contacted in connection to this competition from the Promoter or its approved agency or competition partner. Personal information will used in line with the Myer Privacy Policy and for the purposes of facilitating this competition.</p> <p>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.</p>

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, 1000 La Trobe Street, Docklands Vic 3008 (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 donors, 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.