



## TERMS & CONDITIONS

### Schedule to Terms & Conditions of entry

<b>Promotion name</b>	EH-HS99 Instagram Giveaway
<b>Eligible States/Territories</b>	National
<b>Promotion period</b>	Start: 29/09/2020 5:00PM AEST End: 13/10/2020 5:00PM AEST  No entries will be accepted outside this time.
<b>Website address</b>	<a href="https://www.instagram.com/panasonicbeauty_au/">https://www.instagram.com/panasonicbeauty_au/</a>
<b>Promoter</b>	Panasonic Australia Pty Ltd ABN: 83 001 592 187  1 Innovation Road  Macquarie Park NSW 2113
<b>Eligible entrants</b>	Entry to the Promotion is open to Australian residents in all eligible states/territories who fulfil the method of entry requirements. Entrants must be 18 years or over to enter the Promotion.
<b>Details of prizes</b>	The Prize is a Panasonic Hair Straightener Model EH-HS99 valued at \$279.00 RRP. The Prize must be accepted as awarded and no substitutions will be provided.
<b>Total number of winners</b>	1
<b>Total prize value</b>	Total prize pool at RRP Value: \$279.00 RRP
<b>Method of entry</b>	Entrants must: 1) Follow @panasonicbeauty_au on Instagram 2) Tell us about their wackiest or most embarrassing hair moment. 3) Tag a friend This is a game of skill and chance plays no part in determining the winner(s).
<b>Maximum number of entries</b>	One entry per tag and comment. Multiple entries permitted.

<b>Selection of winners</b>	Judging will occur on Friday 20 October 2020. Winners will be selected based on literary and creative merit of the answer provided to the promotional question. Location of judging: Panasonic Australia Pty Ltd 1 Innovation Road Macquarie Park NSW 2113
<b>Notification of winners</b>	Winners will be notified via direct message within 7 working days of the judging selection.
<b>Public announcement of winners</b>	The winner will be published on the @panasonicbeauty_au Instagram account within 7 days of the prize draw.

### Terms & Conditions of entry

1. Information on how to enter and submit an entry form part of these terms and conditions (**Terms of entry**). The Terms must be read in conjunction with the Schedule. The Schedule defines the terminology used in these Terms of entry. Where there is any inconsistency between these Terms and the Schedule, the Schedule prevails. Participation in this Promotion is deemed acceptance of these Terms of entry.
2. Entry is only open to Australian residents aged 18 years or over. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter.
3. The Promotion will be conducted during the Promotion period.
4. The entrants must follow the Method of entry during the Promotion period to enter the Promotion. Failure to do so will result in an invalid entry.
5. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any entrant who the Promoter has reason to believe has breached any of Terms of entry, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions will be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
6. Incomplete, indecipherable, or illegible entries will be deemed invalid.
7. Multiple entries are permitted per person.
8. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.

9. This is a game of skill and chance plays no part in determining the winner(s). Each entry will be individually judged based on literary and creative merit of the answer provided to the promotional question.
10. The judging will take place in accordance with the Selection of winners. The judges may select additional reserve entries which they determine to be the next best, and record them in order, in case of an invalid entry or ineligible entrant. Winners will be notified by email within seven (7) working days.
11. The Promoter's decision is final and no correspondence will be entered into.
12. The best valid entry, as determined by the judges, will receive Panasonic EH-HS99 Hair Straightener valued at AU\$279.00 Recommended Retail Price (RRP) total.
13. If for any reason a winner does not take or claim the prize within five (5) business days of being notified, then the product will be forfeited.
14. If the prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the product with a product to the equal value and/or specification.
15. The prize is not transferable or exchangeable and cannot be redeemed or taken for cash.
16. Entrants agree that they are fully responsible for any materials they submit via the promotion including but not limited to comments, recordings and images ("Content"). The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove or decline to publish any Content without notice for any reason whatsoever. Entrants warrant and agree that:
  - (a) they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication;
  - (b) their Content shall not contain viruses or cause injury or harm to any person or entity;
  - (c) they will obtain prior consent from any person or from the owner(s) of any property that appears in their Content;
  - (d) the Content is the original work of the entrant or they will obtain full prior consent from any person who has jointly created or has any rights in the Content to the uses contemplated by these Terms of entry, and the Content does not infringe the rights of any third party;
  - (e) they consent to any use of the Content which may otherwise infringe the Content creator's/creators' moral rights pursuant to the Copyright Act 1968 (Cth) and warrant that they have the full authority to grant these rights; and
  - (f) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.

17. Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.
18. As a condition of entering this promotion, each entrant licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (which shall include Content) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.
19. Entrants consent to the Promoter using the entrant's name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
20. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
21. Any cost associated with accessing Instagram is the entrant's responsibility and is dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
22. Nothing in these Terms of entry limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including their respective officers, employees and agents) exclude 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.
23. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including their respective officers, employees and agents) are not responsible for and exclude all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or product that is late, lost, altered, damaged or misdirected (whether or not after their

receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in product value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (g) use/redemption of a product.

24. The Promoter collects personal information ("PI") in order to conduct its business and the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, product suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://www.panasonic.com/au/privacy-policy/>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian privacy laws or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter will not disclose entrant's personal information to any entity outside of Australia.
25. The Promoter is Panasonic Australia Pty Limited (ABN 83 001 592 187) of 1 Innovation Road, Macquarie Park, NSW 2113, telephone 132 600 ("Promoter").
26. This promotion is in not in any way sponsored or endorsed by Instagram.