

Budget Eyewear Shopping Spree Competition Terms & Conditions

- 1) These terms and conditions are for the Budget Eyewear \$1,000 shopping spree competition for a chance to win one of five Visa Gift Cards pre-paid to a value of \$1,000 (the "competition").
- 2) Information on how to enter and provided in the entry registration process forms part of these terms and conditions of entry and, subject to clause 32, is the property of the Promoter. Entry into the competition is deemed acceptance by an entrant of these terms and conditions applying.
- 3) The promotion commences at 5.00pm AEST on 15 February 2010 and closes at 5.00pm AEST on 11 April 2010 (the "Promotion Period").
- 4) To be eligible to enter the competition individuals must be residents of Australia or New Zealand, over the age of 18 and must have received a competition offer letter from "Budget Eyewear" inviting them to enter the competition (an "eligible participant"). Notwithstanding the foregoing, Directors, management, employees and their immediate families of the Promoter and its related companies and agencies are not eligible to enter this promotion.
- 5) Entry into this competition is voluntary and there is no entry fee payable.
- 6) To enter into the draw to win a Visa Gift Card, during the Promotion Period an eligible participant must:
 - a. visit any "Budget Eyewear" brand store in Australia or New Zealand (store locations are available at: <http://www.budgeteyewear.com.au/stores.html>); and
 - b. present a valid competition offer letter from "Budget Eyewear"; and
 - c. purchase a complete pair of glasses (spectacle frames with lenses) from Budget Eyewear for a retail price of \$149 or more.
- 7) There is a maximum of 5 draws/prize winners. Each winner will receive a Visa Gift Card prepaid to the value of \$1,000. The total prize pool value is \$5,000. Prizes are not transferable and cannot be redeemed for cash.
- 8) The prize draws will take place at the Promoter's office at 75 Talavera Road, Macquarie Park NSW at 1pm AEST on 31 May 2010. The winners will be notified by phone, in writing and their names will be published in The Australian newspaper on 2 June 2010.
- 9) For each prize that is not claimed within 3 months of the draw (before 12 October 2010) the winner will be taken to have forfeited any right to the prize and there will be a second chance draw. All entries received during the Promotion Period will be entered into the second chance draw(s) to win the unclaimed prize(s). The second chance draw(s) will take place at the Promoter's office at 75 Talavera Road, Macquarie Park NSW at 1pm AEST on 12 October 2010. Each winner in the second chance draw will be notified in writing and published in The Australian newspaper on 14 October 2010. In respect of the second chance draw winners, if any prize remains unclaimed by the winner within 3 months of the second chance draw, the winner will be taken to have forfeited any right to the prize
- 10) Incomplete and incorrect entries may be deemed invalid.
- 11) The Promoter reserves the right to verify the validity of entries and to disqualify any any entrant who tampers with the entry process, who submits an entry that is not in accordance with these terms and conditions of entry or who has, in the opinion of Promoter, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter. The Promoter reserves the right to disqualify a winner if Promoter becomes aware that the winner and/or the winner's entry is of a type described in this clause.
- 12) The Promoter accepts no responsibility for any late, lost, corrupted, not received or misdirected entries.
- 13) If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value.
- 14) Should an entrant's contact details change during the promotional period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to Promoter.

- 15) The Promoter reserves the right to request winners to provide proof of identity, proof of residency at the nominated prize delivery address and/or proof of entry in order to claim a prize. Proof of identification, residency and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
- 16) The Promoter reserves the right to refuse to allow a winner to take part in any or all aspects of the prize, if the Promoter determines, in its absolute discretion, that a winner is not in the mental or physical condition necessary to be able to safely participate in the prize. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.
- 17) Once prizes have left the Promoter's or its agent's premises, no responsibility is accepted for prizes damaged, delayed or lost in transit.
- 18) In the event that for any reason whatsoever the winner does not take an element of the prize at the time required then that element of the prize will be forfeited by the winner and cash will not be awarded in lieu of that element of the prize.
- 19) The Promoter's decision is final and the Promoter will not enter into correspondence regarding the competition result.
- 20) It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements.
- 21) In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the competition and recommence it from the start on the same conditions, subject to any written directions given under State Regulation.
- 22) The Promoter and its agents shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prize/s except for any liability which cannot be excluded by law. The Promoter is not responsible for any incorrect or inaccurate information, or information provided by the entrant, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.
- 23) The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions, or 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.
- 24) The Promoter and its related companies assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of entries, and reserves the right to take any action that may be available.
- 25) If for any reason this competition is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this promotion, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the competition, subject to any written direction given under State Regulation.
- 26) Entrants' personal information may be disclosed to State and Territory lottery departments and winners' names published as required under the relevant lottery legislation. A request to access, update or correct any information should be directed in writing to the Promoter.

- 27) The Promoter collects information about entrants to include them in the promotion and, where appropriate, to award prizes and may also use the information to assist it in improving its goods and services and to contact entrants, including by electronic communication methods (including email and SMS) in the future with special offers. The Promoter may share your information with its Australian related companies who may contact you with special offers. The Promoter may also share your information with other persons or entities that assist it in running promotions or with other companies who provide prizes for promotions or reader offers. The winners agree that the Promoter may use their name and photographs of them for publicity and promotional purposes, without compensation, and that the Promoter will own copyright in any such photographs and in all material incorporating the photographs/names.
- 28) Collection, use and disclosure of information: The Promoter (“we”, “us”) collects the information that the entrant (“you”) choose to provide to us – for instance by providing us with information at the time of entering into a competition that we are conducting. We adhere to privacy legislation by only using your personal information for the purpose it was collected or consented to be collected (for instance by agreeing to separate terms and conditions), and for directly related secondary purposes. Where you have agreed to terms and conditions, they will apply in addition to this privacy statement. For websites you visit in connection with us, the collection, use and management of your personal information while visiting the websites may be governed by additional privacy policies and terms and conditions. You should consult the website and its host for more details. If you have any questions in relation to privacy, please contact us at the address give below.
- 29) This competition is conducted in New South Wales and these terms and conditions are governed by the laws of New South Wales.
- 30) The Promoter is Luxottica Retail Australia Pty Ltd (ACN 000 025 758) of 75 Talavera Road Macquarie Park, NSW, 2113.
- 31) Authorised under NSW Permit No.LTPS/10/00018 and ACT TP10/00052.1.