

“SCHWARZKOPF #CREATEYOURSTYLE INSTAGRAM/FACEBOOK CONSUMER” PROMOTION

TERMS AND CONDITIONS

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian residents aged 16 years or over. Individuals must have an Instagram or Facebook account to be able to enter.
3. Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this promotion.
4. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
5. Promotional commences on 07/05/2018 and ends at 11:59pm AEST on 03/06/2018 (“Promotional Period”).
6. To be eligible to enter individuals must create an original photo, GIF or video (no longer than one (1) minute in length) that showcases how the individual interprets Schwarzkopf’s [#createyourstyle](#) hashtag (“Content”). For the avoidance of doubt, the Content can be Content that has been taken/created prior to or during the Promotional Period.
7. To enter, individuals must then complete the following steps during the Promotional Period:
 - (a) Upload their Content to their Instagram account, along with the hashtag [#CreateYourStyle](#) and tag [@schwarzkopfau](#); or
 - (b) Post their Content as a comment on an official Schwarzkopf Australia Facebook post (promoting this promotion) containing the hashtag [#CreateYourStyle](#) and tag [@schwarzkopfau](#).

For the avoidance of doubt, entrants' Facebook, Twitter or Instagram profiles must be on public display and contain adequate details to allow the Promoter to identify the entrant for the entrant to be eligible for entry. Each entrant warrants to the Promoter that each entry and any other Content submitted in their entry is an original creative work of the entrant that does not infringe the rights of any third party. All Content must comply with and is subject to the provisions contained in clause 22. Entries that contain prohibited or inappropriate content, or are otherwise in breach of these Terms and Conditions will not be eligible to win. Uploaded files must be submitted in accordance with the relevant social media platform requirements.

8. 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 individual who the Promoter has reason to believe has breached any of these Terms and Conditions, 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 may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

9. Incomplete, indecipherable, inaudible or illegible entries will be deemed invalid.

10. Multiple entries permitted, subject to the following: (a) each entry must be substantially unique; and (b) each entry must be submitted separately and in accordance with entry requirements.

11. 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.

12. The promotion will be conducted over four (4) weekly entry periods (each a "**Weekly Entry Period**"), with entries for each Weekly Entry Period opening at 12:00am AEST and closing at 11:59pm AEST on the dates outlined below. The judging for each Weekly Entry Period will take place at the Promoter's office on the dates outlined below.

Weekly Entry Period 1

Entries Commence Date: 07/05/2018

Entries Close Date: 13/05/2018

Entries Judged Date: 14/05/2018

Weekly Entry Period 2

Entries Commence Date: 14/05/2018

Entries Close Date: 20/05/2018

Entries Judged Date: 21/05/2018

Weekly Entry Period 3

Entries Commence Date: 21/05/2018

Entries Close Date: 27/05/2018

Entries Judged Date: 28/05/2018

Weekly Entry Period 4

Entries Commence Date: 28/05/2018

Entries Close Date: 03/06/2018

Entries Judged Date: 04/06/2018

13. The winner in each Weekly Entry Period will be notified via the social media account used to submit their winning entry.

14. 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. If a winner has not redeemed a prize within three (3) weeks of being notified then the prize will be forfeited and awarded to a reserve entry.

15. The Promoter's decision is final and no correspondence will be entered into.

16. The thirty (30) best valid entries in each Weekly Entry Period, as determined by the judges, will each win a Schwarzkopf Style Prize Pack. Total prize is valued at \$42.95 each. Each Schwarzkopf Style Prize Pack includes:

- 1 x Extra Care Shampoo 400ml valued at \$6.99
- 1 x Extra Care Conditioner 400ml valued at \$6.99
- 1 x Extra Care Treatment valued at \$10.99
- 1 x Extra Care Volume Powder valued at \$8.99
- 1 x Extra Care Daily Oil Elixir valued at \$8.99

17. If the winner of any prize is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian.

18. If for any reason a winner does not take a prize (or an element of the prize) by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.

19. If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification.

20. Total prize pool value is \$5,154.00.

21. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.

22. Entrants agree that they are fully responsible for the Content they submit via the promotion. 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 artistic/literary work of the entrant that 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.

Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.

23. 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.

24. Entrants consent to the Promoter using their 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 promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.

25. 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.

26. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.

27. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify **the statutory consumer guarantees as provided under the Competition and Consumer Act (Cth), as well as any other implied warranties under the ASIC Act (Cth) 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 its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.

Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (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 prize claim 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 prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of a prize.

28. The Promoter collects personal information ("**PI**") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers and prize suppliers. 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 <http://www.schwarzkopf.com.au/skau/en/home/datenschutz.html>. 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 Principles 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.

29. Entry and continued participation in the promotion is dependent on entrants following and acting in accordance with the Facebook Statement of Rights and Responsibilities, which can be viewed at www.facebook.com/terms.php OR Instagram Rules, which can be found at <http://instagram.com/about/legal/terms>.

30. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook OR Instagram. Entrants understand that they are providing their information to the Promoter and not to Facebook OR Instagram. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Facebook OR Instagram. Facebook OR Instagram will not be liable for any loss or damage or personal injury which is suffered or sustained by an entrant, as a result of participating in the promotion (including taking/use of a prize), except for any liability which cannot be excluded by law.

31. The Promoter is Henkel Australia Pty Ltd (ABN 82 001 302 996) of Building B, Level 4, 20 Rodborough Road, Frenchs Forest NSW 2086.