

## Zafarelli Italian Holiday Promotion Terms and Conditions

<b>Promoter</b>	CLEARLIGHT INVESTMENTS Pty Ltd, ABN 59 007 543 544, 4 Boden Court, Windsor Gardens SA 5087.																																																				
<b>Competition Period</b>	12.01am (AEST) on 15/05/19 to 11.59pm (AEST) on 09/07/19																																																				
<b>Who can enter?</b>	Only Australian residents who: (a) are aged 18 or over; and (b) if they are drawn as a winner, can participate in the Envelope Pick in Melbourne on a date to be confirmed by the Promoter between 19/08/19 and 23/08/19 in accordance with these Terms and Conditions.																																																				
<b>Who can't enter?</b>	Directors, officers, management and employees (and their immediate families) of: (a) the Promoter; and (b) the agencies, companies or participating premises associated with this competition.																																																				
<b>Where will the competition run?</b>	The competition will run in all stores which are stocking participating products ( <b>Stores</b> ) in all Australian states and territories, including online stores.																																																				
<b>Website</b>	<a href="https://zafarelli.com/">https://zafarelli.com/</a>																																																				
<b>Qualifying Purchase</b>	3 or more Zafarelli products in one transaction from a Store.																																																				
<b>Entry instructions</b>	To enter, you must, during the Competition Period after making a Qualifying Purchase from a Store and collecting your itemised purchase receipt: (a) visit the Website, locate the entry page and fill out and submit the online entry form, including by uploading an image of the Qualifying Purchase receipt and providing all other requested information.  Your purchase receipt must clearly identify where the Qualifying Purchase was made, the product/s purchased (which must comprise a Qualifying Purchase) and the date of purchase (which must be during the Competition Period before you submitted your entry).  The Promoter is not responsible if your mobile device/desktop is not sufficiently capable for the purpose of submitting an entry, including having the requisite photograph capability.																																																				
<b>How many winners will there be and how will they be chosen?</b>	There will be up to 28 winners determined (and 28 draws conducted) in respect of this competition – 1 every two calendar days of the Competition Period (AEST), as follows: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th>Draw</th> <th>Entry End</th> <th>Draw Date</th> <th>Winner</th> </tr> </thead> <tbody> <tr><td>1</td><td>16/05/2019</td><td>17/05/2019</td><td>1</td></tr> <tr><td>2</td><td>18/05/2019</td><td>19/05/2019</td><td>1</td></tr> <tr><td>3</td><td>20/05/2019</td><td>21/05/2019</td><td>1</td></tr> <tr><td>4</td><td>22/05/2019</td><td>23/05/2019</td><td>1</td></tr> <tr><td>5</td><td>24/05/2019</td><td>25/05/2019</td><td>1</td></tr> <tr><td>6</td><td>26/05/2019</td><td>27/05/2019</td><td>1</td></tr> <tr><td>7</td><td>28/05/2019</td><td>29/05/2019</td><td>1</td></tr> <tr><td>8</td><td>30/05/2019</td><td>31/05/2019</td><td>1</td></tr> <tr><td>9</td><td>1/06/2019</td><td>2/06/2019</td><td>1</td></tr> <tr><td>10</td><td>3/06/2019</td><td>4/06/2019</td><td>1</td></tr> <tr><td>11</td><td>5/06/2019</td><td>6/06/2019</td><td>1</td></tr> <tr><td>12</td><td>7/06/2019</td><td>8/06/2019</td><td>1</td></tr> </tbody> </table>	Draw	Entry End	Draw Date	Winner	1	16/05/2019	17/05/2019	1	2	18/05/2019	19/05/2019	1	3	20/05/2019	21/05/2019	1	4	22/05/2019	23/05/2019	1	5	24/05/2019	25/05/2019	1	6	26/05/2019	27/05/2019	1	7	28/05/2019	29/05/2019	1	8	30/05/2019	31/05/2019	1	9	1/06/2019	2/06/2019	1	10	3/06/2019	4/06/2019	1	11	5/06/2019	6/06/2019	1	12	7/06/2019	8/06/2019	1
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	16	15/06/2019	16/06/2019	1
	17	17/06/2019	18/06/2019	1
	18	19/06/2019	20/06/2019	1
	19	21/06/2019	22/06/2019	1
	20	23/06/2019	24/06/2019	1
	21	25/06/2019	26/06/2019	1
	22	27/06/2019	28/06/2019	1
	23	29/06/2019	30/06/2019	1
	24	1/07/2019	2/07/2019	1
	25	3/07/2019	4/07/2019	1
	26	5/07/2019	6/07/2019	1
	27	7/07/2019	8/07/2019	1
	28	9/07/2019	10/07/2019	1
	<p>The draws will be held at 12pm (AEST) on each draw date at Prime Focus, Level 1, 500 Chapel St, South Yarra VIC 3141 (<b>Prime Focus</b>)</p> <p>The first valid entry drawn randomly in each draw from the entries received to date during the Competition Period (excluding previously drawn winning entries) will be a winner.</p> <p>Non-winning entries will roll over into subsequent draws.</p> <p>The Promoter may draw additional reserve entries in a draw and record them in order, in case a winning entry/entrant is deemed invalid or a prize is unclaimed (<b>Reserve Entrants</b>).</p>			
<b>What can I win?</b>	<p>There are up to 28 prizes available.</p> <p>Each winner will win the opportunity to participate in the Envelope Pick for the chance to win a trip for 2 to Florence, Italy with Free2Travel valued at up to \$10,000 (depending on the winner's point of departure) or a \$100 Flight Centre gift card, in accordance with the Envelope Pick sections below. See "Travel prize" section and the <i>Prizes paragraphs</i> below for more details on the trip to Florence, Italy.</p>			
<b>Travel prize</b>	<p>If you win the trip to Florence, Italy, your prize will be a trip for you and 1 companion to Florence, Italy which includes the following for you and your companion:</p> <p>(a) return economy class airfares from your nearest Australian capital city to Florence, Italy;</p> <p>(b) all airline and airport taxes;</p> <p>(c) return private transfers from the destination airport to accommodation;</p> <p>(d) 5 nights 4* twin share accommodation in Florence, Italy;</p> <p>(e) your choice of one activity:</p> <p>(i) Tuscany day trip including dinner in Chianti; or</p> <p>(ii) Tuscan cooking class.</p> <p>See <i>Prizes paragraphs</i> below for further details.</p> <p>By accepting or participating in any prize, your companion/s accept these Terms and Conditions.</p>			
<b>How and when will the winners be informed?</b>	<p>Winners will be notified that they have been chosen to participate in the Envelope Pick:</p> <ul style="list-style-type: none"> <li>• by phone; and</li> <li>• in writing by email,</li> </ul>			

	<p>within two business days of being drawn and will have their name and state/territory of residence published on the Website on 26/07/19 for a period of 28 days.</p>
<p><b>How and when must winners confirm their participation in the Envelope Pick?</b></p>	<p>Winners must confirm their participation in the Envelope Pick by 12pm (AEST) on 06/08/19.</p> <p>If participation has not been confirmed by this date or if, after making all reasonable attempts, the Promoter can't contact a winner (or a winner does not contact the Promoter) by this date, the relevant entry/ies will be discarded and the Promoter will determine a new winner from the list of Reserve Entrant/s and/or carry out a further draw at 12pm (AEST) on 09/08/19 at the same location as the original draws. Any winner/s will be informed:</p> <ul style="list-style-type: none"> <li>• by phone; and</li> <li>• in writing by email,</li> </ul> <p>within two days of determination and will have their name and state/territory of residence published on the Website on 11/08/19 for a period of 28 days.</p>
<p><b>Envelope Pick</b></p>	<p>Each winner can participate in the Envelope Pick in one of the following ways:</p> <p>(a) in person, by attending the Melbourne location of the Envelope Pick at the time and date specified by the Promoter between 19/08/19 and 23/08/19 (at their own cost);</p> <p>(b) via Skype call, using the details provided by the Promoter, at the time and date specified by the Promoter between 19/08/19 and 23/08/19 (at their own cost); or</p> <p>(c) by nominating a proxy to attend the Melbourne location of the Envelope Pick at the time and date specified by the Promoter between 19/08/19 and 23/08/19 (at the winner's own cost) on the winner's behalf. The winner must nominate a suitable proxy within the time period specified by the Promoter. If a winner nominates a proxy, the winner accepts all decisions made by the proxy. For the purposes of these Terms and Conditions, all references to a winner will also be deemed to apply to that winner's proxy, if relevant. The proxy must:</p> <p>(i) be aged 18 years or over and able to attend the Envelope Pick at the time and date specified;</p> <p>(ii) accept and agree to be bound by these Terms and Conditions and any additional conditions provided by the Promoter or prize supplier/s and must sign any document the Promoter requires for this purpose; and</p> <p>(iii) accept that they will not receive any prizes awarded at the Envelope Pick on behalf of the relevant prize winner.</p> <p>The Envelope Pick will take place at the time, date and Melbourne location specified by the Promoter. Each winner (or their proxy) must follow the instructions provided by the Promoter in relation to their participation in the Envelope Pick, depending on their method of participation (either in person or via Skype). At the Envelope Pick, each winner (or each winner's proxy) will be given the chance to choose 1 envelope from a set of 30 envelopes. Each winner (or proxy) will have a separate set of 30 envelopes to choose from. In each set of 30 envelopes, 1 of the envelopes will award a trip for 2 to Florence, Italy with Free2Travel valued at up to \$10,000 and the remaining envelopes will award a \$100 Flight Centre gift card. Each winner will win the prize that they (or their proxy) selects. Each winner (or the winner's proxy) will have only one chance to select a prize envelope, and must not touch, handle or interfere in any way with any of the other envelopes.</p> <p>There is a limit of one prize per person (except in SA)</p>
<p><b>Second chance draw</b></p>	<p>If no winners select the envelope awarding the \$10,000 Free2Travel gift card in their Envelope Pick, a second chance draw will be conducted at 12pm (AEST) on 29/08/19 at Prime Focus. All winners who participated in the Envelope Pick will be entered into the second chance draw and the first valid entry drawn randomly will win the trip for 2 to Florence, Italy with Free2Travel valued at up to \$10,000.</p> <p>The Promoter may draw additional reserve entries in the draw and record them in order, in case a winning entry/entrant is deemed invalid or a prize is unclaimed (<b>Second Chance Draw Reserve Entrants</b>).</p> <p>The second chance draw winner will be notified:</p>

	<ul style="list-style-type: none"> <li>• by phone; and</li> <li>• in writing by email,</li> </ul> <p>within two business days of being drawn and will have their name and state/territory of residence published on the Website on 05/09/19 for a period of 28 days.</p> <p><b>Second chance draw prize claim date:</b> 09/09/19.</p> <p>If the prize has not been accepted or claimed by this date or if, after making all reasonable attempts, the Promoter can't contact the winner (or a winner does not contact the Promoter) by this date, the relevant entry will be discarded and the Promoter will determine a new winner from the list of Second Chance Draw Reserve Entrant/s and/or carry out a further draw at 11/09/19 at the same location as the original draw. Any winner will be informed:</p> <ul style="list-style-type: none"> <li>• by phone; and</li> <li>• in writing by email</li> </ul> <p>within two business days of determination and will have their name and state/territory of residence published on the Website on 16/09/19 for a period of 28 days.</p>
<b>Total prize pool</b>	The total prize pool is up to \$280,000.
<b>How many times can I enter?</b>	You can enter once per day provided you only enter once per Qualifying Purchase and per receipt. Each entry must be submitted separately in accordance with these Terms and Conditions.
<b>Proof of purchase</b>	<p>You must keep the following as proof of purchase for all entries:</p> <ul style="list-style-type: none"> <li>• original itemised purchase receipt(s).</li> </ul> <p>If you don't produce the above proof of purchase for all entries when asked the Promoter may disqualify all of your entries and you will lose any right to a prize.</p> <p>Proof of purchase must be identical to that provided by you with your entry. If, in the Promoter's opinion, you have shared any proof of purchase with another person, your entries will be invalid and you will lose any right to a prize.</p>
<b>Collection and use of your personal information</b>	<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 Promoter may collect your personal information directly or through its agents or contractors. The Promoter will use your personal information to conduct the competition. The Promoter may disclose your personal information to its related companies, agents and contractors to assist in conducting this competition, communicating with you or storing data. This is unlikely to include disclosures to organisations outside Australia. 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. By entering, you consent to receive email or SMS messages from the Promoter without any functional unsubscribe facility. The Promoter's Privacy Policy (see <a href="https://zafarelli.com/privacy-policy/">https://zafarelli.com/privacy-policy/</a>) includes information about:</p> <p>(a) how to seek access to the personal information the Promoter holds about you and seek correction of the information; and</p> <p>(b) how to complain about a privacy breach and how the Promoter will deal with such a complaint.</p>
<b>Permit numbers</b>	<p>Authorised under:</p> <p>ACT Permit No. TP19/02969</p> <p>SA Licence No. T19/335</p> <p>NSW Permit No. LTPS/19/32706</p>

1 These Terms and Conditions incorporate and must be read together with the details outlined in the table above. Information about prizes and how to enter forms part of these Terms and Conditions. By entering, you accept these Terms and Conditions.

## Entry

- 2 Your entry must be received during the Competition Period and will be deemed to be received only when received by the Promoter. If you return a Qualifying Purchase your entry may be deemed invalid at the Promoter's discretion (unless the product is defective). You will receive a return message confirming your entry. The Promoter is not liable for any problems with communications networks. You are responsible for your own costs associated with entering. If you enter using automatically generated entries or multiple phone numbers/email addresses/addresses/aliases, you may be disqualified.

## Prizes

- 3 Prize/s and all elements of prize/s must be taken as and when offered or will be forfeited, and if forfeited, the Promoter will not be liable. Prize/s are subject to any additional terms and conditions imposed by the relevant supplier or the Promoter, including, as relevant (and without limiting any other paragraph of these Terms and Conditions):
- (a) validity period/s;
  - (b) booking and availability of flights, accommodation and events;
  - (c) conditions of travel and conditions of entry into any event venues (including behaviour requirements and applicable dress codes);
  - (d) conditions of ticket validity and any restrictions on ticket on-sale or transfer;
  - (e) travel dates and specified travel exclusion periods;
  - (f) any additional fees (payable by you) relating to changes made by you/your companion to a travel/event prize after it has been booked;
  - (g) the requirement to obtain all necessary documents to travel to any overseas location specified, including a current and valid passport and any visas required;
  - (h) a requirement to present your credit card when checking in to accommodation; and
  - (i) a requirement that any person taking the prize that is aged under 18 years old must be accompanied by their parent or guardian at all times.
- 4 *Trip to Florence, Italy:* All travel is subject to availability at all times and may be dependent on select seat class with airlines or specific room category availability with accommodation partner. Travel is valid until for 12 months from the date the prize is awarded. Block out periods include Australian Public and School holidays along with all other special event periods. All bookings must be made a minimum of 45 days in advance of requested departure dates. All bookings and documentation regarding the prize must be made via Free-2-Travel Holidays Pty Ltd or their agents. Redeeming the prize is conditional on acceptance of the terms and conditions of travel as detailed by Free-2-Travel Holidays Pty Ltd and the airline carriers in accordance with normal travel practices. No portion of the prize is redeemable for cash. The prize is no refundable or transferable. In the event a companion is under the age of 18 years, they must be accompanied by a parent/guardian. Winner and companion must be in possession of a valid passport with a minimum of 6 months validity on it prior to departure. Winner is responsible for any amendments fees issued by airlines or suppliers once booking is confirmed and ticketed. Visas, valid passports, additional spending money, meals (other than those included) and any other ancillary costs, including but not limited to insurance and any applicable insurance excesses, not listed in the travel prize package descriptions above are the responsibility of the travel prize winner and his/her nominated traveling companions as incurred. It is the winner's responsibility to organise transport to/from the airport departure/return point. Prize-winner and travel companions must have valid travel insurance for their period of travel.

## General

- 5 Any failure by you to comply with the conditions imposed by the prize supplier(s) may result in the prize being cancelled or withdrawn without liability for the Promoter or the prize supplier(s).
- 6 If you or your entry are deemed by the Promoter to breach these Terms and Conditions, your entry (or at the Promoter's discretion, all of your entries) may be discarded. The Promoter may, at any time, require you to produce documentation to establish to the Promoter's satisfaction the validity of your entries (including documentation establishing your identity, age, place of residence and place of employment). Failure by the Promoter to enforce any of its rights at any stage does not waive those rights.
- 7 You must not:
- (a) tamper with the entry process;
  - (b) engage in any conduct that may jeopardise the fair and proper conduct of the competition;
  - (c) act in a disruptive, annoying, threatening, abusive or harassing manner;

- (d) do anything that may diminish the good name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with this competition;
  - (e) breach any law; or
  - (f) behave in a way that is otherwise inappropriate.
- 8 The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted.
- 9 The Promoter's decision in connection with all aspects of this competition is final.
- 10 Prizes cannot be transferred or exchanged nor (except where cash is specified) redeemed for cash. Without limiting any other term of these Terms and Conditions, all prizes (and elements of prizes) must be taken as and when specified, or will be forfeited with no replacement. The prize values are correct as at the date of preparing these Terms and Conditions and include any applicable GST. The Promoter is not responsible for any change in prize value. You agree that if a prize (or element of a prize) is unavailable for any reason the Promoter may provide another item of equal or higher value, subject to any necessary approval by the state/territory gaming authorities.
- 11 If publication will take place, by entering, you request that your full address not be published.
- 12 If this competition cannot run as planned for any reason beyond the Promoter's control, for example due to software, hardware or communications issues, unauthorised intervention, tampering, fraud or technical failure, the Promoter may end, change, suspend or cancel the competition or disqualify affected entries/entrants, subject to any necessary approval by the state/territory gaming authorities.
- 13 The Promoter is not responsible for any tax implications arising from you winning a prize. You should seek independent financial advice. If for GST purposes this competition results in any supply being made for non-monetary consideration, you must follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.

#### **Liability**

- 14 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
- 15 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).
- 16 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. Unless otherwise specified, prize/s will only be delivered to addresses in Australia.
- 17 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.