# **SCHEDULE OF DETAILS**

This Schedule sets out the details of the Just Group Customer Feedback competition (**Competition or Promotion**). The Schedule must be read together with the Terms and Conditions of Entry (which follow this Schedule). Entry into the Competition is deemed acceptance of these Terms and Conditions. To the extent of any inconsistency between these Terms and Conditions and any other reference to the Competition, these Terms and Conditions prevail.

Promotion Name	Just Group Customer Feedback
Promotion type	Game of Chance
Promoter	Just Group Pty Ltd, ABN 60 004 353 379 of 457 St Kilda Road, Melbourne Victoria 3004 Australia
Application	Australia and New Zealand
Promotion Period	Promotion starts 12:00am 1 October 2025] and concludes 11:59pm 31 July 2026] ( <b>Promotion Period</b> ). All times are based on Australian Eastern Standard Time (AEST) or Australian Eastern Daylight Savings Time (AEDST). Entries submitted and received by the Promoter after this time will not be accepted. The time of entry will in each case be the time which the online entry is received by the Promoter's database, not the time of transmission by the entrant
Eligible Persons	The Competition is open to Australian and New Zealand residents 18 years of age or over who enter during the Promotion Period and have a valid email address and complete the entry requirements. Entrants under the age of 18 years must seek parent or legal guardian approval

organisations associated with this Promotion are ineligible to enter.

valid email and ongoing access to the email account used to submit their entry. (Eligible Person or Entrant)

Directors, management, employees, officers and contractors of the Promoter who are directly involved in the management of the Promotion (and their immediate family) or of the agencies or

prior to entering the Competition. It is the responsibility of the entrant to ensure that they have a

# **Verification Requirements**

Winners may be requested to provide proof of age and residence at the discretion of the Promoter. Winners under the age of 18 may be required to provide evidence of parent or legal guardian approval for entry and to receive prize

#### **Entry Procedure**

During the Promotion Period, Eligible Persons must

#### Australian residents

- Be a MYER one Member with a valid email address stored in MYER one Account
- Be opted in to marketing communications;
- Shop instore at Dotti, Jacqui E, Jay Jays, Just Jeans or Portmans (Just Group Brands) and present MYER one card or Member number prior to completion of transaction;
- Click on the survey link sent to registered MYER one email (sender will be Feedback ASAP, acting on behalf of the Promoter); and
- Complete and submit survey answering all questions

#### New Zealand residents

- Shop instore at Dotti, Jacqui E, Jay Jays, Just Jeans or Portmans (Just Group Brands) and choose an e-receipt (receipt sent to your nominated email address);
- Click on the feedback link provided in the e-receipt; and
- Complete and submit requested personal information in full and answer all questions in the survey

# Entry\Materials and Conditions

By submitting an entry or content to the Promoter, you warrant that you are an eligible person, you are responsible for the contents of your entry, submitted entry is your opinion and use of the entry and content you supply does not violate these Terms and Conditions and will not cause injury to any person or organisation.

An entrants' entry must not be late, incomplete, incomprehensible, unlawful, obscene, defamatory, libellous, threatening, harassing, hateful, racially or ethnically offensive, capable of encouraging conduct that would be considered a criminal offence, capable of violating any law or giving rise to any civil liability.

For any content that you submit, you grant the Promoter a perpetual, irrevocable, royalty-free, transferable right and license to use, copy, modify, delete in its entirety, adapt, publish, translate, create derivative works from and/or sell and/or distribute such content and/or incorporate such content into any form, medium or technology throughout the world without compensation to you.

Each valid entry (per unique link) will receive one entry into the Competition.

# **Participating Products**

Any product purchased instore at Just Group Brands. The Entrant is reviewing their shopping experience at Just Group Brands, which is not directly related to the product purchased.

# Maximum Number of Entries per Entrant

Entrants may enter as many times as they like throughout the Promotion Period, receiving one entry per unique feedback received. Where multiple entries are received, each feedback must be associated with a separate feedback link. The first entry received for the same feedback link will be entered into the Competition. The Promoter reserves the right to disqualify all entries, without notice, where multiple entries are received for the same feedback link.

#### **Draw Details**

All entries received in the calendar month of the Promotion Period will be entered into the monthly draw. There is a total of ten draws during the Promotion Period.

Entries received from 12:00am on the first day until 11:59pm on the last day of the calendar month will be entered into the monthly Draw. The first calendar month is October 2025 ending July 2026.

The prize draw will be conducted at 12:00pm on the 10th of the following the end of the calendar month (or the next business day if a weekend or if the draw date falls on a public holiday). All times are based on Victoria time. The first Draw will be 10 November 2025 and the final Draw on 10 August 2026.

The Draw will be conducted at Feedback ASAP Pty Ltd, St Kilda Road Towers, Level 1, 1 Queens Road, Melbourne Victoria 3004 Australia for entries received across Australia and New Zealand (**Draw**).

#### **Prize Details**

The first two valid entries drawn each month will win the entrant a \$100 Just Group e-Gift Card issued in the currency of the winner's country of residence. Prize will be sent to the email address provided on the entry.

The Just Group e-Gift Card can be used and is redeemable in-store or online at any Just Group Brand in the country the e-Gift Card was issued. For avoidance of doubt, e-Gift Card issued for winner in Australia cannot be redeemed in New Zealand stores or online, and e-Gift Card issued for winner in New Zealand cannot be redeemed in Australia stores or online.

Gift Cards are valid for three years from the issue date or an expiry date will be noted on the gift card. Use of the Gift Card is governed by the Terms of Use <a href="https://giftcards.justgroup.com.au/CMS/Page/TermsConditions">https://giftcards.justgroup.com.au/CMS/Page/TermsConditions</a>.

Prize is not transferable or exchangeable and cannot be taken in any other form or tender.

#### **Total Prize Pool**

Total Prize Pool is valued at \$2000. GST does not apply to the issuing of Gift Cards.

#### **Notification of Winner**

Winners will be notified and provided the Prize via telephone within 2 business days after the Draw. Prize will be sent to the winner's email address, as provided on winning entry.

It is the winners responsibility to ensure that they have ongoing access to the email account. The Promoter will take no responsibility if a Winner's details are incorrect or incomplete and the Winner cannot be contacted. The Prize must be taken as stated and no compensation will be paid if a Winner is unable to use the Prize. All Prize draws are final and no correspondence will be entered into.

#### **Publication Dates**

The first initial, surname and state of the winner will be published on https://justgroup.jgl.com.au/within 7 business days of the Draw each month.

## **Prize Claim Date**

Prize will be sent to the email address provided on entry. By entering the Competition, entrants agree to accept the Prize if they are drawn as the winner and warrant that they have considered any impacts as a result of receiving the Prize including any financial liability. Prize will be deemed claimed on the date the Promoter sends the Prize to the winners email.

#### **Claim instructions**

The Promoter will automatically send the Prize to the winners email as provided on entry. The winner must notify the Promoter if the Prize is not received, following notification that they are the winner. Inability or failure of the winner to be able to access the email account will not be deemed as a valid reason and the Promoter in its sole discretion may refuse to reissue the e-gift card, and in its sole discretion reserves the right to select another winner

# **Privacy**

Personal information collected will be used to invite, conduct and enter you into the Competition and deliver you the Prize, if drawn as a winner. Feedback ASAP collects, conducts and manages the Competition on behalf of the Just Group. By completing the survey, you agree to enter the Competition and for the Promoter to link your transaction data with your feedback response, and share your details with Feedback ASAP and for Feedback ASAP to provide survey results to the Promoter and Myer Group. Any entrant (who the Promoter automatically enters into the Competition when they provide Feedback) who does not wish to or no longer wishes to participate in the Competition can email <a href="mailto:support@feedbackasap.com">support@feedbackasap.com</a> and request for their entry to be removed.

To access the Feedback ASAP privacy policy please click <u>here</u>, and the Just Group's privacy policy please click <u>here</u>

# TERMS AND CONDITIONS OF ENTRY

- These Terms and Conditions incorporate and must be read together with the Schedule for the Just Group
  Customer Feedback Competition. The Schedule prevails to the extent of any inconsistencies with these
  Terms and Conditions. Entry into the Competition constitutes acceptance of these Terms and
  Conditions.
- 2. The Promoter is Just Group Pty Ltd, ABN 60 004 353 379 of 457 St Kilda Road, Melbourne Victoria 3004 Australia
- 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 Just Group Customer Feedback Competition is open to residents of the Relevant State(s) who are Eligible Persons as described in the Schedule.

#### **ENTRY**

- 5. The Just Group Customer Feedback Competition will be conducted during the Promotion Period. To enter the Just Group Customer Feedback Competition, entrants must complete the Entry Procedure during the Promotion Period and comply with the Entry Conditions.
- 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 Just Group Customer Feedback Competition, and the prize draw, if the Just Group Customer Feedback Competition is a game of chance.
- 8. Once submitted, the entrant cannot alter or delete their entry.
- 9. All entrants will be deemed to have accepted the Intellectual Property and Confidentiality Conditions (and any other applicable conditions set out in the Schedule of Details) on submission of their Entry.
- 10. Entrants may enter the Just Group Customer Feedback Competition 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).
- 11. 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.
- 12. If the Just Group Customer Feedback Competition involves mail entry, each entry must be sent in a separate envelope.
- 13. If the Just Group Customer Feedback Competition 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 Just Group Customer Feedback Competition SMS number. Entrants are encouraged to check this with their service provider before entering the Just Group Customer Feedback Competition. SMS entries must be submitted from the entrant's mobile phone.

- 14. If the Just Group Customer Feedback Competition 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.
- 15. If the Just Group Customer Feedback Competition involves entry via a website, the cost of accessing the website will be dependent upon the Entrant's individual Internet Service Provider.
- 16. If the Just Group Customer Feedback Competition is a game of chance and involves the entrant purchasing a ticket (Entry Ticket), the Entry Ticket must be purchased at a legitimate Just Group Brands Point of Sale counter. On completion of the purchase, the entrant will be provided with a legitimate Just Group Brands 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 Just Group Brands 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.
- 17. All Entries (including photographs and videos) become and remain the property of the Promoter upon submission and will not be returned to Entrants (except as otherwise provided in the Schedule).

# JUDGING OF ENTRIES FOR GAMES OF SKILL

- 18. Each valid Entry will be individually judged (by representatives of the Promoter) based on the Judging Criteria.
- 19. 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.
- 20. The judges' decisions are final and no correspondence will be entered into.

# PROMOTIONS CONDUCTED VIA A SOCIAL NETWORKING SITE

- 21. If the Just Group Customer Feedback Competition is conducted via a Social Networking Site, entrants acknowledge that the Just Group Customer Feedback Competition is in no way sponsored, endorsed, or administered by, or associated with the Social Networking Site.
- 22. Entrants acknowledge that any information they provide in connection with the Just Group Customer Feedback Competition is provided to the Promoter and not to the Social Networking Site.
- 23. Any questions, comments or complaints regarding the Just Group Customer Feedback Competition will be directed to the Promoter and not to the Social Networking Site.
- 24. Entrants release the Social Networking Site and its associated companies from all liability arising in respect of the Just Group Customer Feedback Competition, to the extent allowable by law.

#### **ENTRY CONTENT AND VALIDITY**

- 25. Entrants are required to take full responsibility for the content of their Entry and for ensuring that their Entry and any Entry Materials complies with these Terms and Conditions and the Schedule of Details (including the Entry 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 Just Group Customer Feedback Competition.
- 26. 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.

- 27. 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.
- 28. If an entry is invalid or if an entrant is unable or refuses to take part in any element of the Just Group Customer Feedback Competition, the Promoter reserves the right to discard that entrant's entry and proceed as if that entrant had not entered the Just Group Customer Feedback Competition.
- 29. If for any reason, the Promoter becomes aware after an entrant has won a prize and 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.
- 30. 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**

- 31. 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;
  - 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.
- 32. By entering the Just Group Customer Feedback Competition 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 Just Group Customer Feedback Competition, 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 (subject to the terms of the Schedule);
  - c. unconditionally and irrevocably:
  - d. 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;
  - e. waive all moral rights that arise outside Australia; and

- f. agree not to institute, maintain or support any claim or proceeding for infringement of their moral rights in the Entry Materials;
- g. 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.
- 33. If the Just Group Customer Feedback Competition 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**

- 34. 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.
- 35. If the Just Group Customer Feedback Competition 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.
- 36. 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 the Just Group Customer Feedback Competition may also publish the name and State or Territory of winners on their website(s) and in trade publications. By entering the Just Group Customer Feedback Competition each entrant requests that his or her full address not be published.
- 37. Entrants must, at the Promoter's reasonable request, participate in all promotional and editorial activity (such as publicity and photography) surrounding the Just Group Customer Feedback Competition 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 the Just Group Customer Feedback Competition, 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**

- 38. 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.
- 39. 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.
- 40. 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.
- 41. 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.

- 42. 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.
- 43. 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.
- 44. Where prizes are lost, stolen, damaged or tampered with, for reasons beyond the control of the Promoter, the Promoter is not liable.
- 45. 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).
- 46. 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.
- 47. Prizes and participation in the Just Group Customer Feedback Competition are subject to any terms and conditions imposed by the supplier or organiser of the prize, as applicable.
- 48. 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

- 49. 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.
- 50. 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.
- 51. 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.
- 52. 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.

- 53. 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) 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.
- 54. If the prize includes Just Group Brands 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 <a href="https://giftcards.justgroup.com.au/CMS/Page/TermsConditions">https://giftcards.justgroup.com.au/CMS/Page/TermsConditions</a>. Gift Cards are to be used for the purchase of goods and services at Just Group Brands stores in Australia or New Zealand (Gift Cards issued in Australia is in Australian dollars and cannot be redeemed in New Zealand stores and Gift Cards issued in New Zealand is in New Zealand dollars and cannot be redeemed in Australian stores).
- 55. 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**

56. 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**

- 57. If, for any reason, the Just Group Customer Feedback Competition 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 Just Group Customer Feedback Competition, 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 Just Group Customer Feedback Competition.
- 58. The Promoter may also cancel, suspend or modify the Just Group Customer Feedback Competition 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, pandemic, natural disaster, acts of God, civil unrest, strikes or other industrial action. If the Just Group Customer Feedback Competition 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

- 59. The Promoter may collect the following personal information provided by entrants when entering or participating in the Just Group Customer Feedback Competition (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 Just Group Customer Feedback Competition partners, information you provide when submitting any questions or queries regarding the Just Group Customer Feedback Competition) or by entrants doing anything in connection with the Just Group Customer Feedback Competition.
- 60. The Promoter may use entrant personal information to conduct the Just Group Customer Feedback Competition, to ask an entrant questions, to contact entrants about any matter in connection with the Just Group Brands business or the Just Group Customer Feedback Competition, 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 an entrant provides their email address or mobile phone number, the entrant consents to the Promoter using that email address to email and/or mobile telephone number to SMS for any of the purposes listed above.

- 61. 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 the Just Group Customer Feedback Competition, 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.
- 62. The Promoter may engage other persons or organisations (for example, the Promoter's suppliers, prize donators, 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.
- 63. The Promoter may also disclose entrant personal information as required by law.
- 64. If entrants do not provide the personal information requested by the Promoter, they may not participate in the Just Group Customer Feedback Competition (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 <a href="https://feedbackasap.com">https://feedbackasap.com</a>

# **INDEMNITY AND LIABILITY**

- 65. 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 the Just Group Customer Feedback Competition (including entry, collation of entrant details, prize draw and determination of the winner(s)), promotion of the Just Group Customer Feedback Competition, 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).
- 66. 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.
- 67. 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.
- 68. 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 Just Group Customer Feedback

Competition, the entry process, the prize draw, the prize, determination of the winner and promoting the Just Group Customer Feedback Competition.

#### **GENERAL**

- 69. 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 the Schedule, or who the Promoter has reason to believe has breached any of these Terms and Conditions or the Schedule, or has engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Just Group Customer Feedback Competition. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
- 70. Failure by the Promoter to enforce any of its rights does not constitute a waiver of those rights.
- 71. 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 Just Group Customer Feedback Competition.
- 72. The Promoter may at its absolute discretion prohibit an entrant's participation in the Just Group Customer Feedback Competition, 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.
- 73. The Promoter's decisions in connection with the Just Group Customer Feedback Competition are final and no correspondence will be entered into.
- 74. 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.
- 75. Entries which are to be published on a website will be subject to a moderation process before being visible on the website.
- 76. 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.
- 77. Entrants acknowledge that there may be inherent risks in some aspects of the Just Group Customer Feedback Competition or the prize and that participation in the Just Group Customer Feedback Competition or the prize may involve participating in dangerous activities. By entering the Just Group Customer Feedback Competition and/or accepting the prize, entrants accept that risk for themselves and for their companion(s) (if applicable).
- 78. In order to participate in the Just Group Customer Feedback Competition 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 the Just Group Customer Feedback Competition 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 Just Group Customer Feedback Competition.