

## Terms and Conditions relating to PLT's Win \$250 of PLT Vouchers – Survey prize draw

The promoter of PrettyLittleThing's Win \$250 of PLT Vouchers ("**Prize Draw**") is Prettylittlething.com Ltd of Wellington Mill, Pollard Street East, Ancoats, Manchester, M40 7FS ("**Promoter**").

### 1. **Eligibility**

- 1.1. This Prize Draw is open to individuals in Australia aged over 18 years or over, except for employees of the Promoter, their immediate family, sponsors of the Prize Draw and their employees who are directly associated with the administration of the Prize Draw. You must not enter this Prize Draw, if you won a prize draw administered by the Promoter in the last six months prior to the Prize Draw Period.
- 1.2. Individuals who are under the age of 18 must have the consent of a parent or guardian over 18 to enter the Prize Draw. The Promoter reserves the right to obtain proof of such consent and to refuse entry or to choose another winner if such proof, where requested, has not been given.
- 1.3. All Entries by the entrant must be submitted via PrettyLittleThing.com.au

### 2. **The Competition**

- 2.1. The title of the competition is Win \$250 of PLT vouchers – Survey prize draw.

### 3. **How to enter**

- 3.1. To enter the Prize Draw entrants must:
  - 3.1.1. Take the survey on PrettyLittleThing.com.au between 04.05.24 00.01 and 19.05.24 23.59 ("**Entry**" or "**Entries**").
- 3.2. Entries must be made between 00:01 on 04.05.24 00.01 and 19.05.24 23.59 ("**Prize Draw Period**") to be valid.
- 3.3. Entries received after the end of the Prize Draw Period will not be valid.
- 3.4. No bulk, third party or automated entries are permitted.
- 3.5. All entrants (including the winner) must comply with any reasonable directions given to him or her by the Promoter in connection with the Prize Draw. Failure to comply with such directions may result in an invalid Entry and/or withdrawal of the Prize.

### 4. **Winner selection and contact**

- 4.1. The winner of the Prize Draw will be announced will be contacted by email on or around 20.05.24 ("**Announcement Date**").
- 4.2. The winner will be selected by random selection via electronic means. The decision of the Promotor shall be final. No correspondence will be entered into in respect of any decision made in connection with this Prize Draw.
- 4.3. The Promoter will contact the winner personally as soon as practicable after the Announcement Date, using the email address provided with the competition entry provided

("Winner"). The Promoter will ask the Winner to provide further details in relation to the Prize (the "Details"). The Winner must provide the Details in order to claim the Prize.

4.4. If any Winner fails to provide their Details to the Promoter within 48 hours of the Promoter contacting the winner and asking them to provide the Details in accordance with clause 3.3 then the Promoter acting in its absolute discretion may:

4.4.1. make further attempts to contact that Winner; and/or

4.4.2. withdraw the Prize from that Winner.

4.5. If the Prize is declined by a Winner or is withdrawn from a Winner by the Promoter, the declining or forfeiting Winner will continue to be subject to the provisions of these Terms and Conditions; and the Promoter may offer the Prize to a new Winner by random selection in accordance with this clause 4.2.

## 5. **Prize**

5.1. The prize is \$250 in PLT vouchers sent via email. The prize can only be redeemed on the PrettyLittleThing website (<https://prettylittlething.com.au>). The winner must have a registered account with PrettyLittleThing in order to redeem the prize. The prize must be redeemed by no later than 20<sup>th</sup> May 2025. The prize cannot be redeemed against delivery or any other subscriptions ("Prize").

5.2. The Prize is subject to availability.

5.3. The Prize is non-transferable and non-refundable and the Winners cannot request any alternative prize (cash or otherwise).

5.4. There will be a total of 1 Winner announced.

## 6. **Winner publicity**

6.1. The Promoter reserves the right to publish each Winner's name and Entry on the Promoter's official social media accounts, including but not limited to Twitter, Instagram, Facebook, YouTube, Snapchat, Tik Tok or any other media include its app and on its website [www.prettylittlething.com](http://www.prettylittlething.com).

6.2. By entering the Prize Draw, if you are a Winner you agree to your Entry being published in accordance with clause 6.1 and to take part in and co-operate fully with all reasonable publicity accompanying or resulting from this Prize Draw without further recompense.

## 7. **Entry requirements**

7.1. Any Entry that is deemed by the Promoter, in its sole discretion, to be unlawful, obscene, vulgar, pornographic, hateful, threatening, discriminatory, offensive or which may otherwise bring the Prize Draw or Promoter into disrepute will be excluded from the Prize Draw and the Promoter reserves the right to take any further action in respect of such Entry that it deems appropriate.

7.2. The Promoter will fully co-operate with any law enforcement authorities or court order requesting or directing the Promoter to disclose the identity of or to locate anyone posting or

linking any content to its social media accounts and/or pages which infringes any third party rights or is in breach of any of these Terms and Conditions or any applicable law.

## **8. Use and display of Entries and copyright**

8.1. The copyright subsisting in the Entry must belong to the entrant. Entrants will retain copyright in the Entries they submit. Entrants must not have infringed the rights of any other party or breached any laws when submitting their Entries. If an Entry contains reference to or images of a person, the consent of that person (or their parent or guardian if they are under 18) must have been obtained.

8.2. By submitting an Entry:

8.2.1. you licence and grant the Promoter, its affiliates and sub-licensees an exclusive, royalty free, perpetual, worldwide, irrevocable and sub-licensable right to use, reproduce, modify, adapt, publish and display such content for any purpose in any media including, but not limited to the Promoter's website and app, social media accounts as set out at clause 6.1, marketing materials, press releases, newsletters and promotional material, including an external above the line advertising and marketing, including billboard and transport without further compensation, restriction on use, attribution or liability;

8.2.2. you waive any moral rights or similar rights in respect of your entry to which you may be entitled (at the time of submission or in the future) under the Copyright, Designs and Patents Act 1988 as amended time to time or under any similar applicable laws in force from time to time in force anywhere in the world;

8.2.3. you acknowledge that third parties will have access to and will be able to republish your Entry in accordance with the terms of use of the social media platform through which your Entry is submitted.

## **9. Liability**

9.1. Except for death or personal injury caused by negligence of the Promoter or its agents or representatives or for fraud or fraudulent misrepresentation, neither the Promoter, nor its agents or representatives assume responsibility for:

9.1.1. any Prize that is not redeemed;

9.1.2. any personal property;

9.1.3. any loss of enjoyment or wasted expenditure;

9.1.4. any system failures or malfunctions of any third party websites;

9.1.5. any incomplete, lost, delayed or late Entries;

9.1.6. any failure to fulfil obligations of any third parties involved in this Prize Draw;

9.1.7. any fault, malfunction, damage, loss or disappointment suffered by the participants in the Prize Draw howsoever arising from participating in the Prize Draw;

9.1.8. communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, computers or providers utilised in any aspect of this Prize Draw;

- 9.1.9.** inaccessibility or unavailability of the internet, or any website (including without limitation any social media web sites) or any combination thereof through dial up, broadband, mobile internet or WAP connections;
  - 9.1.10.** any injury or damage to a participant which may be related to or arising from the Prize Draw or the Prize;
  - 9.1.11.** if for any reason the Prize Draw or any website in connection with the Prize Draw is not capable of running as planned for reasons which may include without limitation, infection by computer, virus, tampering, unauthorised intervention, fraud, technical failures or any other causes which may corrupt or affect the administration security, fairness, integrity or proper conduct of this promotion; and/or
  - 9.1.12.** any other matter outside of their reasonable control.
- 9.2.** Nothing in these Terms and Conditions affects your statutory rights.
  - 9.3.** To the extent permitted by law, all conditions, warranties and other terms which might otherwise be implied by statute or common law are expressly excluded from these Terms and Conditions.
  - 9.4.** The Winners agree to indemnify and keep indemnified the Promoter, its group of companies and their officers, employees and agents from and against all liabilities, losses, damages and expenses (including legal and other professional fees) arising out of or in connection with any allegations or claims resulting directly or indirectly from:
    - 9.4.1.** their Entry into this Prize Draw; and/or
    - 9.4.2.** their receipt and use of any Prize.

## **10. General**

- 10.1.** The Promoter reserves the right to cancel or amend the Prize Draw or these Terms and Conditions if it has reasonable grounds for doing so. Any changes to the Prize Draw or these Terms and Conditions will be announced by the Promoter through its Instagram accounts.
- 10.2.** By entering the Prize Draw you accept these Terms and Conditions as in force at the time you submit your Entry.
- 10.3.** Any person who provides their Details to the Promoter in connection with this Prize Draw accepts:
  - 10.3.1.** these Terms and Conditions; and
  - 10.3.2.** the use of their personal data by the Promoter:
    - 10.3.2.1.** for the purpose of administration of the Prize Draw (including publishing the names of the Winners and any administration relating to the Prize); and
    - 10.3.2.2.** any other purpose for which they have consented.
- 10.4.** The use of any personal data by the Promoter shall be in accordance with the Promoter's Privacy Policy which can be found on the Promoter's website at <https://www.prettylittlething.com/privacy-policy>.

- 10.5.** Without prejudice to clause 7.1, the Promoter reserves the right to exclude any Entry from the Prize Draw if it deems it to be ineligible or otherwise invalid and the Promoter shall have complete discretion in this respect.
- 10.6.** No responsibility can be accepted for lost Entries or incomplete Entries. Proof of Entry is not proof of receipt.
- 10.7.** If any provision of these Terms and Conditions (or part of any provision) is found by any court or other competent authority to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- 10.8.** If any invalid, unenforceable or illegal provision would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the Promoter.
- 10.9.** No failure or delay by a party to exercise any right or remedy provided under these Terms and Conditions or by law or any abandonment of any such right or remedy shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy.
- 10.10.** No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 10.11.** For the names of the Winners or for a copy of these Terms and Conditions please send a stamped addressed envelope together with your written request to Win \$250 of PLT vouchers survey prize draw, PLT Marketing, Wellington Mill, Pollard Street East, Ancoats, Manchester, M40 7FS.
- 10.12.** The Prize Draw, these Terms and Conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim which may arise out of or in connection with the Prize Draw or these terms.