

WIN TO BE THE FACE OF PLT CAMPAIGN AND A 6 MONTH MANAGEMENT CONTRACT WITH NEON MANAGEMENT COMPETITION WITH PRETTYLITTLETHING.COM LIMITED AND NEON MANAGEMENT (COMPETITION)

GAME OF SKILL

1. Information on how to enter and prizes form part of these terms and conditions. By participating, entrants agree to be bound by these terms and conditions. Entries must comply with these terms and conditions to be valid.
2. The Promoters are Prettylittlething.com Limited (07352417) of 49-51 Dale Street, Manchester, United Kingdom, M1 2HF (“**PLT**”) and Neon Model Management (“**Neon**”). To contact the PLT, please email influencercomp@prettylittlething.com and to contact Neon, please email info@neonmodelmanagement.com. PLT and Neon shall together be known as the Promoters.

Competition period

3. The competition commences at 00:00 (AEDT) on 28th February 2022 and ends at 23.59 (AEDT) on 30th March 2022 (**Competition Period**).

Eligibility to enter

4. Entry is open to:
 - 4.1 current residents of Australia;
 - 4.2 who are aged 18 years or over
 - 4.3 have their Instagram account set to “public” at the time of the start of the Competition Period.

(Eligible Entrants).

5. Directors, management, employees and their immediate families, of the Promoters, retailers, suppliers, associated entities and agencies associated with this Competition are ineligible to enter.

How to enter

6. To enter, Eligible Entrants must, during the Competition Period:
 - 6.1 create either (a) one (1) Instagram reel (“**Instagram Reel**”) or (b) one (1) TikTok video post (“**TikTok**”), in both cases, showing the Eligible Entrants (the “**Post**”);
 - 6.2 post the Post to their official Instagram account or their official TikTok account (as applicable);
 - 6.3 tag @prettylittlething and @neonmodelmanagement (Instagram) or @neongroup (TikTok) (as applicable) or in the Post;
 - 6.4 follow both @prettylittlething and @neonmodelmanagement or @neongroup (TikTok) at the time of the Post on Instagram and/or TikTok (as applicable) during the Term;
 - 6.5 use the hashtag “#AUSNextTopInfluencer on the Post; and

6.6 tag three (3) of their friends in the Instagram or TikTok posts published by either PLT or Neon relating to the Competition.

Prize

7. The prize ("**Prize**") consists of:

7.1 a three (3) month agreement with PLT to provide endorsement services to PLT, including to participate and feature in a PLT campaign. The PLT campaign, at least, includes:

- (a) becoming "the face" of one (1) campaign with PLT; and
- (b) a photoshoot with PLT, for the campaign, for eight (8) consecutive hours exclusive of travel and glam;

7.2 a six (6) month agreement with Neon for the management of endorser services.

(8.1 and 8.2 together known as the "**Agreements**")

8. The Prize is non-transferable and non-refundable and winners cannot request any alternative prize (cash or otherwise). The Prize is subject to the winner entering into the Agreements on terms acceptable to the Promoters in their respective discretion, including but not limited to those that can be found at <https://neonmodelmanagement.com/terms-and-conditions/>.

9. There will be 1 winner announced.

10. All taxes (excluding goods and services tax (**GST**)) which may be payable as a consequence of receiving the Prize are the sole responsibility of the winner.

11. The Promoters are not liable for any loss, damage or injury suffered (even if caused by negligence) as a result of any winner accepting and/or using the Prize, except for any liability which cannot be excluded by law.

Selection for Judging

12. At the end of the Competition Period, Neon shall select ten (10) Eligible Entrants who have provided the Entry Criteria, in their complete and sole discretion using their industry knowledge.

Judging date and time

13. Judging will take place virtually by 15th April 2022 (**Judging Date and Time**). All entries will be judged by a panel of no more than four (4) qualified judges (up to two (2) judges attending the interview and up to two (2) judges reviewing a recording of the interview). All interviews will be recorded.

14. Each Eligible Entrant selected for interview shall be judged individually on their merits based on:

14.1 originality of the Post (40%);

14.2 appropriateness to PLT (25%);

14.3 appropriateness to theme (10%); and

14.4 quality of expression (25%).

15. The best entry as determined by the judges in their absolute discretion will win the Prize.
16. This is a game of skill and chance plays no part in determining the winner.

Winner notification

17. Winners will be notified within 72 hours of the Judging Date and Time taking place in writing by email ("**Notification**").
18. The names of the winner may be published after the end of the Competition Period and judging on any of PLT's and Neon's social media channels.

Unclaimed Prizes

19. If a Prize is not accepted or claimed within one (1) week of the Notification, the relevant winner's entry will be deemed invalid and the Promoter's will distribute any unclaimed Prizes to the next best ranking entry or entries (as applicable), as determined by the judges or the Promoters in their absolute discretion.
20. Winners of unclaimed Prizes will be notified in writing to the email address provided at the time of entry.
21. Each Promoter assumes no responsibility for any failure to receive an entry or for inaccurate information or for any loss, damage or injury as a result of technical or telecommunications problems, including security breaches. If such problems arise, the Promoters (on agreement with each other) may modify, cancel, terminate or suspend the Competition.

Use of Eligible Entrant's personal information

22. Personal information including the Eligible Entrant's name, age, address, telephone number, email, social media handles and nominated bank account details will be collected and used for the purpose of conducting this Competition. This may require disclosure to third parties, including local regulatory authorities and the Promoters' agents or third party service providers, for the purpose of conducting the Competition, or for promotional and marketing purposes (including for direct marketing) (**Purpose**).
23. By entering this Competition, Eligible Entrant's consent to the use of their personal information for the Purpose, and that either Promoter may contact them for future marketing and material purposes without payment. Eligible Entrants agree that either Promoter may use this information for that purpose and disclose it to other organisations or persons including overseas service providers located in the United Kingdom that may use it, in any media for the Purpose.
24. Eligible Entrants may access, change or update their personal information by emailing either Promoter on influencercomp@prettylittlething.com and info@neonmodelmanagement.com. A copy of each Promoters' privacy policy is available at:
 - 24.1 <https://www.prettylittlething.com/privacy-policy>;
 - 24.2 <https://neonmodelmanagement.com/privacy-policy/>.
- 24.3 Each privacy policy contains information about how individuals may access or correct personal information or make a privacy related complaint.

Entry content

25. Entries must be the Eligible Entrant's original work. Each Promoter reserves the right to require the Eligible Entrant to verify that the entry is the Eligible Entrant's original work. If either Promoter is unable to verify that the entry is original work to its satisfaction, the entry will be deemed invalid.
26. Eligible Entrants warrant that their entry is not in breach of any third party intellectual property rights. Eligible Entrants agree to indemnify each Promoter and its associated agencies against all losses, damages, claims and costs by third parties arising out of, connected to, or resulting from, a breach of the warranty set out in this clause 26.
27. An Eligible Entrant's entry must not include:
 - (a) any image, video or voice of any other person without that person's express consent;
 - (b) any content that contravenes any law; and
 - (c) any content that is obscene, offensive, potentially defamatory, discriminatory, indecent, prejudicial or inconsistent with prevailing community standards.
28. By entering this Competition, Eligible Entrants grant each Promoter a non-exclusive licence to use the content of their entry, or any part of the content of the entry, in any way either Promoter wishes (including modifying, adapting, copying, cropping, retouching, editing, publishing, broadcasting or communicating the entry whether in original or modified form in whole or in part) in all media for the purposes of either Promoter's business on its website, social media or in any marketing campaign, without payment to the Eligible Entrant of royalties or compensation. If requested by either Promoter, Eligible Entrants agree to sign any further documentation required by either Promoter to give effect to this clause 28.
29. By entering this Competition, Eligible Entrants consent to either Promoter dealing with their entry content in any way that may otherwise infringe the Eligible Entrant's moral rights, and agree not to assert their moral rights (wherever such rights are recognised) in respect of their entry against either Promoter or its assigns, licensees or successors.
30. Eligible Entrants consent to either Promoter using their name, likeness, image and/or voice in the event that they are a winner in any media for an unlimited period of time without remuneration or compensation for the purpose of promoting this Competition (including any outcome) and/or promoting any products manufactured, distributed and/or supplied by either Promoter.

Social media platforms

31. By using and entering this Competition on Instagram or TikTok, Eligible Entrants:
 - (a) agree to comply with Instagram's (<https://help.instagram.com/581066165581870>) or TikTok's (<https://www.tiktok.com/legal/terms-of-service?lang=en>) terms of use;
 - (b) release Instagram or TikTok from all claims based on, related to or arising from the Competition; and
 - (c) acknowledge and agree that this Competition is in no way sponsored or endorsed by or affiliated with Instagram or TikTok.
32. Neither Promoter is responsible for any loss, damage or injury to Eligible Entrants resulting from entering or participating in this Competition including arising from any comments made, or material

published, by third parties about the Eligible Entrants on any social media platform in connection with this Competition.

General conditions

- 33.** The Promoters' decision is final and binding and no correspondence will be entered into. Neither Promoter accepts responsibility for late, lost or misdirected entries or other communications. Entries will be deemed void if illegitimate, forged, manipulated or tampered with in any way.
- 34.** Should an Eligible Entrant's contact details change during the Competition Period, it is the Eligible Entrant's responsibility to notify a Promoter. A request to access or modify any information provided as part of the redemption of a Prize should be directed to either Promoter.
- 35.** Each Promoter reserves the right to request verification of the social media profile of Eligible Entrants and of the age, identity and residential address of winners and any other information relevant to entry into or participation in this Competition. Verification is at the discretion of the Promoters, whose decision is final. Failure by either Promoter to enforce any of their rights does not constitute a waiver of those rights.
- 36.** Each Promoter reserves the right to disqualify any individual who submits an entry that is not in accordance with these terms and conditions, or who is involved in any way in interfering or tampering with the conduct of this Competition, has breached any of these terms and conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Competition.
- 37.** Winners may have rights under the Australian Consumer Law and other similar legislation which cannot be excluded, restricted or modified by the Promoters. These terms and conditions do not exclude, restrict or limit those statutory rights in any way. However, to the extent that it is permitted to do so by law, the Promoters (including its officers, employees and agents) exclude all liability whether arising in tort (including without limitation negligence), contract or otherwise for any personal injury or any other loss or damage (including without limitation loss of opportunity or loss of profits) whether direct, indirect, special or consequential, arising in any way out of the Competition, including, without limitation:
 - (a) any technical difficulties or equipment malfunction (whether or not under the Promoters' control);
 - (b) any theft, unauthorised access or third party interference;
 - (c) any entry that is late, lost, altered, damaged or misdirected (whether or not after their receipt by either Promoter) due to any reason beyond the reasonable control of the Promoters;
 - (d) any variation in market value or the Prize;
 - (e) any tax implications; or
 - (f) the Prize.
- 38.** If for any reason beyond the reasonable control of the Promoters this Competition is not capable of running as planned, the Promoters reserve the right in their joint discretion to take any action that may be available to it, and to cancel, terminate, modify or suspend the Competition, or amend these terms and conditions, unless to do so would be prohibited by law.