

**Terms and Conditions relating to win a 12 month Hayu subscription
(Australia)**

The promoter of Prettylittlething.com's win a 12 month Hayu **subscription ("Prize Draw")** is Prettylittlething.com Limited of 49/51 Dale Street, Manchester M1 2HF ("**Promoter**").

Eligibility

This Prize Draw is open to individuals in Australia aged 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.

Entrants will require access to the internet to enter the Prize Draw.

The Prize will be redeemable by new Hayu subscribers only and Winners will need to create an account with Hayu in order to redeem the Prize.

1. The Competition

1.1 The title of the competition is win a 12 month Hayu subscription.

2. How to enter

2.1. To enter the Prize Draw entrants must:

2.1.1.click on the advert, social media post (Instagram, Facebook, Twitter) or email advertising Hayu subscription which will redirect the entrant to the competition landing page;

2.1.2. enter a valid email address; and

2.1.3.click enter ("**Entry**" or "**Entries**").

2.2. Entries must be made between 8am (BST) on 18/03/2019 and 11:59pm (BST) on 31/03/2019 ("**Prize Draw Period**") to be valid.

2.3. Entries received after the end of the Prize Draw Period will not be valid.

2.4. No bulk, third party or automated entries are permitted.

2.5. All entrants (including the winners) must comply with any reasonable directions given to them 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.

3. **Winner selection and contact**

- 3.1. The winner of the Prize Draw will be announced on the Promoters official social media accounts, including Twitter, Instagram and Facebook account up to two weeks after the end of the prize draw period (“**Announcement Date**”).
- 3.2. The winner will be selected by random selection via electronic means. The decision of the Promoter shall be final. No correspondence will be entered into in respect of any decision made in connection with this Prize Draw.
- 3.3. The Promoter will contact the winner personally as soon as practicable after the Announcement Date, through direct message from the Promoter’s @boohoo account (“**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.
- 3.4. 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:
 - 3.4.1. make further attempts to contact that Winner; and/or
 - 3.4.2. withdraw the Prize from that Winner.
- 3.5. 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 3.3.

4. **Prize**

- 4.1. The prize will be a 12 month pre-paid subscription to the service.

Service means an English language SVOD service currently named “Hayu”, available in the Hayu Territory consisting primarily of reality TV on demand programmes and provided by NBCU’s Affiliate Universal Pictures Subscription Television Limited (“**UPST**”). (“the **Prize**”)

- 4.2. The Prize will be redeemable for new Hayu subscribers only.
- 4.3. Winners will need to create an account with Hayu in order to redeem the Prize.
- 4.4. The Prize is subject to availability.

- 4.5. The Prize is non-transferable and non-refundable and the Winners cannot request any alternative prize (cash or otherwise).
- 4.6. The Winners must activate their Hayu subscription between 14 January 2019 and 13 January 2020 (inclusive)
- 4.7. There will be a total of 270 Winners announced.

5. **Winner publicity**

- 5.1. The Promoter reserves the right to publish each Winner's name and Entry on their official social media accounts, including Twitter, Instagram and Facebook and on their websites found at www.prettylittlething.com.
- 5.2. By entering the Prize Draw, if you are a Winner you agree to your Entry being published in accordance with clause 5.1 and to take part in and co-operate fully with all reasonable publicity accompanying or resulting from this Prize Draw without further recompense.

6. **Entry requirements**

- 6.1. 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.
- 6.2. 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 Twitter or Instagram pages which infringes any third party rights or is in breach of any of these Terms and Conditions or any applicable law.

7. **Liability**

- 7.1.** 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:

7.1.1. any Prize that is not redeemed;

7.1.2.any personal property;

7.1.3.any loss of enjoyment or wasted expenditure;

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

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

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

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

7.1.8.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;

7.1.9.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;

7.1.10. any injury or damage to a participant which may be related to or arising from the Prize Draw or the Prize;

7.1.11. 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

7.1.12. any other matter outside of their reasonable control.

7.2. Nothing in these Terms and Conditions affects your statutory rights.

7.3. 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.

7.4. 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:

7.4.1.their Entry into this Prize Draw; and/or

7.4.2. their receipt and use of any Prize.

8. General

8.1. 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.

8.2. By entering the Prize Draw you accept these Terms and Conditions as in force at the time you submit your Entry.

8.3. Any person who provides their Details to the Promoter in connection with this Prize Draw accepts:

8.3.1. these Terms and Conditions; and

8.3.2. the use of their personal data by the Promoter:

8.3.2.1. for the purpose of administration of the Prize Draw (including publishing the names of the Winners and any administration relating to the Prize); and

8.3.2.2. any other purpose for which they have consented.

8.4. 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>.

8.5. Without prejudice to clause 6.1, 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.

8.6. No responsibility can be accepted for lost Entries or incomplete Entries. Proof of Entry is not proof of receipt.

8.7. 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.

8.8. 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.

8.9. 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.

8.10. 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.

8.11. _____ 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 Prettylittlething Marketing, Wellington Mill, Pollard Street East, Ancoats, Manchester, M40 7FS.

8.12. _____ 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.