

**“Win your cut of \$40,000” - Competition Terms and Conditions**

1. The “Win your cut of \$40,000” competition (**Competition**) is conducted by Just Cuts Advertising ABN 18 095 420 223 of First Floor, 4-6 Kingsway Cronulla NSW 2230 (**Promoter**).
2. Any information provided about prizes and how to enter the Competition also forms part of these Competition Terms and Conditions (**Terms**).
3. By submitting an entry for the Competition (**Entry**), persons who enter the Competition (**Entrants**) agree to these Terms. If a Just Cuts stylist (**Just Cuts™ Stylist**), includes their name on an Entry they also agree to these Terms.
4. Entry into the Competition is open to all Australian residents over the age of eighteen (18) years who comply with the below eligibility requirements. Employees of the Promoter (and members of their immediate family), employees of salons associated with the Promoter (**Just Cuts™ Salons**) and agencies associated with this Competition (and members of their immediate family) are ineligible to enter. This clause excludes Just Cuts™ Stylists who work at a participating Just Cuts™ Salon, which is a salon that is located within Australia and is able to receive Entries via their point of sale system (**Participating Just Cuts™ Salon**) and are eligible to win the Minor Prize.
5. For the avoidance of doubt “immediate family” means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.
6. There is a total of Eighty (80) individual prizes, made up of a major prize which is forty (40) x \$1,000 individual cash prizes (**Major Prize**) and the minor prize which is forty (40) x \$250 individual cash prizes (**Minor Prize**), (**Prizes** and each **the Prize**). Prizes will be awarded in the form of a bank cheque, PayPal or electronic funds transfer to the winning Entrant’s nominated bank account, at the Promoter’s election (fees may apply and are the responsibility of the winning Entrant(s) within fourteen days of the relevant draw date.
7. Entries to the Competition can only be submitted between 09:00 am 1 August 2016 and 11:59 pm 9 September 2016 (the **Promotion Period**).
8. To enter the Competition and be eligible to win the Major Prize, Entrants must:
  - (a) visit any Participating Just Cuts™ Salon;
  - (b) request a Style Cuts™ cut and have a Just Cuts™ Stylist give them a Style Cuts™ cut or purchase a Style Cuts™ cut or JUSTICE Professional™ product;
  - (c) provide the Just Cuts™ Stylist with either their email address and a valid mobile phone number, at the point of purchase to validate their Entry and to go into the draw for the Prize; and
  - (d) if requested provide reasonable proof of your identity to claim the Prize.
9. To be eligible to participate in the Competition an Entrant must be 18 years of age. purchases made by a person that is under 18 years of age will entitle their parent or guardian to enter the Competition on their behalf.
10. Just Cuts™ Stylists will be automatically entered into the draw to the win the Minor Prize during the Promotion Period if their name is listed on an Entry. The Just Cuts™ Stylist will win the Minor Prize if their name is listed on the Entry of the Major Prize winner. Clients of Participating Just Cuts™ Salons are only eligible to receive the Major Prize and Just Cuts™ Stylists who work at Participating Just Cuts™ Salons are only eligible to receive the Minor Prize.
11. All Entries must be received by the Promoter within the Promotion Period in the form specified and the Promoter will not accept any liability for Entries which are rejected because they are late, lost, incomplete, incorrect or otherwise not able to be received or processed. As this promotion is a game of chance, and subject otherwise to these Terms, skill plays no part in determining the winner

- and each valid Entry will not be individually judged. The winning Entrants are those persons whose Entry is drawn by a random computer generated selection on a draw date per clause 20.
12. More than one (1) Entry per person, will be accepted if it complies with these Terms. An Entry consists of one (1) receipt per products/services purchased rather than per product or service purchased.
  13. Entrants are responsible for any and all expenses incurred when entering and accessing the Competition and/or claiming the Prize, unless otherwise stated.
  14. The total value of the prize pool is \$50,000.
  15. All Entries become the property of the Promoter. Entrants acknowledge that their Entry and all material included in the Entry will be the property of the Promoter. The Entrant grants the Promoter a world-wide, royalty free, exclusive, assignable licence to use the material that it provides as an Entrant to the Competition. The licence under this clause will survive the expiry of the Promotion Period.
  16. The records of Entries by Entrants are final and conclusive as at the time of receipt by the relevant Participating Just Cuts™ Salon. Incomplete, invalid, indecipherable Entries and those that do not meet the eligibility requirements will be deemed invalid.
  17. The Promoter reserves the right, in its sole discretion, to determine the identity of the Entrant and the validity of the Entry if there is a dispute.
  18. The Promoter reserves the right in its sole discretion to disqualify any Entry if the Promoter has any reason to believe that the Entrant has breached these Terms or engaged in any unlawful or other improper misconduct relating to the Competition.
  19. A record of all Entrants will be collated from an online system (**JustOnline System**) and at the end of each business day a valid entry list (**Entry List**) will be generated.
  20. The electronic draw of the Prizes will take place at Greeneagle Distribution & Fulfilment, Unit 10/20-28 Rickety Street, Mascot NSW 2020. The winners will be drawn one (1) Business Day after the Entry List is generated (if on a Business Day) or will be drawn on the following Monday (if on a Saturday or Sunday) (collectively the **Winners** and each a **Winner**). The electronic draw of the Prizes will take place as follows:
    - 12pm, 2 August 2016;
    - 12pm, 3 August 2016;
    - 12pm, 4 August 2016;
    - 12pm, 5 August 2016;
    - 12pm, 6 August 2016;
    - 12pm, 7 August 2016;
    - 12pm, 8 August 2016;
    - 12pm, 9 August 2016;
    - 12pm, 10 August 2016;
    - 12pm, 11 August 2016;
    - 12pm, 12 August 2016;
    - 12pm, 13 August 2016;
    - 12pm, 14 August 2016;
    - 12pm, 15 August 2016;
    - 12pm, 16 August 2016;
    - 12pm, 17 August 2016;
    - 12pm, 18 August 2016;

12pm, 19 August 2016;  
12pm, 20 August 2016;  
12pm, 21 August 2016;  
12pm, 22 August 2016;  
12pm, 23 August 2016;  
12pm, 24 August 2016;  
12 pm, 25 August 2016;  
12pm, 26 August 2016;  
12pm, 27 August 2016;  
12pm, 28 August 2016;  
12pm, 29 August 2016;  
12pm, 30 August 2016;  
12pm, 31 August 2016;  
12pm, 1 September 2016;  
12pm, 2 September 2016;  
12pm, 3 September 2016;  
12pm, 4 September 2016;  
12pm, 5 September 2016;  
12pm, 6 September 2016;  
12pm, 7 September 2016;  
12pm, 8 September 2016;  
12pm, 9 September 2016; and  
12pm, 10 September 2016.

21. The Promoter will notify the Winners by the email address or mobile phone number that they used to submit the Entry that they have won a Prize and will announce Winners on the Promoter's website at <http://www.justcuts.com.au>, on the following business day of the draw dates set out in clause 20 (or the next following business day if a weekend).
22. If a Prize is not accepted or claimed by a Winner within 3 calendar months, the draw will take place at the same time and place as the original draw, 3 calendar months from the original draw date (in accordance with clause 20) and subject to any directions from a regulatory authority. The new winner will be notified in accordance with clause 21.
23. The Promoter reserves the right to select a different Entrant to receive the prize, subject to clause 22 and any directions from a regulatory authority.
24. The Promoter's decision is final in relation to the Prizes, and no correspondence will be entered into, including in the event of a dispute.
25. By submitting an Entry to the Competition, Entrants are sending their personal information to the Promoter. All information collected will be treated in accordance with our Privacy Policy available at <http://www.justcuts.com.au/misc/privacy.aspx>. Entries are not confidential.
26. Entrants agrees to the use of their first name, last name, photograph, social media handle and suburb/Participating Just Cuts™ Salon location and Just Cuts™ Stylist name for publicity and Competition purposes and promoting any products manufactured, distributed and/or supplied by the Promoter. The Entrant will not receive any compensation or remuneration for the use of this information or the publicity derived from it.

27. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) excludes all liability (including for negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct or indirect, special or consequential, arising in any way out of the Competition, including, but not limited to, where arising out of the following:
- (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
  - (b) any theft, unauthorised access or third party interference;
  - (c) any Entry or Prize claim that is late, lost, altered, damaged or misdirected (whether or not after its receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;
  - (d) any variation in prize value to that stated in these Terms;
  - (e) any tax liability incurred by a Winner or Entrant; or
  - (f) use of a Prize.
28. Prizes cannot be exchanged or transferred by the Winner. If any Prize is unavailable for whatever reason, the Promoter reserves the right to substitute the Prizes in accordance with Australian Consumer Law set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth), subject to written directions of the relevant regulatory authority. The Prize must be taken as offered and cannot be varied by the Winner. The Promoter retains the right to substitute the Prizes with prizes of equal or greater value or a portion of the Prizes with a portion of equal or greater value.
29. If this Competition is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter or a force majeure event, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law:
- (a) to disqualify any Entrant; or
  - (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Competition, as appropriate.
30. The Promoter will give public notice of such an event and that the promotion has been modified, suspended, terminated or cancelled (as appropriate).
31. For the avoidance of doubt a 'force majeure event' includes, but is not limited to, an act of god, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, strikes, lockouts and work stoppages, terrorism, infection by computer virus, bugs, tampering, unauthorised intervention, technical failures or anything which corrupts or affects the administration, security, fairness, integrity or proper conduct of the promotion.
32. These Terms are governed by the laws of Australia and the state of New South Wales. Entrants submit to the exclusive jurisdiction of the courts operating in Australia and the state of New South Wales.
33. These Terms may be amended or replaced from time to time if required by any regulatory authority.
34. References to time/s and deadline/s in these Terms refer to Australian Eastern Daylight Savings Time during summer in Australia and Australian Eastern Standard Time during winter in Australia.
35. References to business day means a day which is not a Saturday, Sunday or a bank or public holiday in the state of New South Wales.
36. References to dollars or \$ is a reference to Australian dollars.

**Competition authorised under:**

NSW Permit No. LTPS/16/04591

ACT Permit No. ACT TP 16/01157

**For questions or notices, please contact us at:**

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