

## Free People of PA

### [Welcome to Warm Weather Sweepstake!]

#### Terms and Conditions

1. Information on how to enter and prizes form part of these Terms and Conditions.
2. By participating in the promotion, entrants acknowledge that they have read and understood these Terms and Conditions; and agree to be bound by them. Entries must be submitted in accordance with these Terms and Conditions to be valid.
3. The promotion commences on [25 October 2018] at [7AM] Australian Eastern Standard Time (**AEST**) and entries close on [1 November 2018] at [7AM] AEST (**Promotion Period**).
4. The promotion is only open to "Eligible Entrants". Subject to these Terms and Conditions, an Eligible Entrant is a person who (a) is an Australian resident (excluding NSW residents); (b) is 18 years or older at the time of entry; and (c) submits their entry into this promotion in accordance with these Terms and Conditions.
5. Employees, managers and directors of the Promoter and its related companies and suppliers and agencies involved in this promotion are not Eligible Entrants, nor are their immediate families.
6. Only one entry per person is permitted.
7. To enter the promotion, an entrant must, during the Promotion Period, visit the webpage at [www.FreePeople.com], enter their [email address, first name, and last name and country in the spaces provided and click on the 'Submit Form' button - please amend if an alternative form of entry is to be used].
8. If an entrant's contact details change, it is the entrant's responsibility to notify the Promoter in writing.
9. All entries become the property of the Promoter.
10. The prize draw will take place on [3 November 2018] at [7AM] AEST at 5000 S. Broad Street, Philadelphia, Pennsylvania 19112, United States of America.  
  
The first valid entry drawn will receive a \$1,000 AUD Free People gift card.
11. Total prize pool valued at \$1,000 AUD.
12. The winning entrants will be notified by email at the address nominated in their entry forms (unless an entrant has notified the Promoter of a change to their contact details in accordance with clause 8) by 6 November 2018 and will have their names published on the Promoter's website and social media channels by 6 November 2018.
13. The Promoter will use all reasonable efforts to contact the entrants selected as winners, but accepts no responsibility if an entrant cannot be contacted.
14. If necessary in order to distribute any prize which is not claimed, a second chance draw will be conducted on 10 November 2018, at the same time and place as the original draw, subject to any written directions given by any relevant regulatory authority. The winning entrant (or entrants) from the original draw will not be eligible to win unclaimed prizes. The winning entrant (or entrants) will be notified by email at the address nominated in their entry forms (unless an entrant has notified the Promoter of a change to their contact details in accordance with clause 8) on 10 November 2018 and will have their name published on the Promoter's website and social media channels 10 November 2018.
15. Each prize must be taken as stated and no compensation will be payable if a winning entrant is unable to use the prize, or any element of it, as stated. The Promoter reserves the right to

substitute the prizes in whole or in part for something of equal or greater value in the event that any component of the prize is unavailable (subject to any applicable legislation). Prizes are not transferable, deferrable, exchangeable or redeemable for cash or product. The prize cannot be sold to any other person (including by online auction or private sale). Unused portions of prizes will be forfeited and no compensation will be payable in lieu of that element of the prize.

16. **[If prize is to be sent by post:** The Free People gift cards will only be delivered to addresses in Australia (excluding addresses in NSW). They will be sent by post from the Promoter's head office to the address nominated by the winning entrants upon being notified of their winning entry in accordance with clause 12. The winning entrants should allow 28 days from the prize draw for delivery of the applicable Free People gift card. Once the Free People gift card has left the Promoter's premises, the Promoter takes no responsibility for the Free People gift card being damaged, delayed or lost in transit.]
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17. Nothing in these Terms and Conditions limits, excludes or modifies any rights under the Australian Consumer Law or other applicable law. Except for any liability that cannot by law be excluded (in which case that liability is limited to the maximum allowable by law), the Promoter (including its officers, employees and agents) excludes all liability for any death, personal injury, loss or damage (including loss of opportunity and whether direct, indirect, special or consequential) suffered or incurred by any person (whether or not arising from any person's negligence) arising in any way out of or in connection with the promotion, the provision of any prizes, use or participation in any of the prizes or the marketing of the promotion.
18. The Promoter reserves the right to disqualify any entrants or entries in its absolute discretion. For example, the Promoter may disqualify: (a) any entrants or entries that tamper with, or attempt to tamper with the entry process; (b) incomplete, indecipherable or illegible entries or entries containing false information or incorrect contact details; (c) any entries that contain material that is obscene, indecent, objectionable, defamatory, libellous or otherwise contravenes an applicable law or infringes any third party's rights; and (d) any entries that the Promoter considers inappropriate for any reason.
19. The Promoter reserves the right, at any time, to verify the validity of entries and the details provided by entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions. The identification necessary for verification is at the sole discretion of the Promoter. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
20. All entrants who are selected as a winner consent to the Promoter using their name, image, likeness, character, voice or anything else that identifies them without remuneration in any media worldwide (including without limitation in national print media, on the Promoter's website and in other promotional material) for a reasonable time to publicise this promotion (including any outcome).
21. The Promoter collects the personal information of all entrants for the purpose of conducting and promoting this activity (which may involve publishing photographs, audio or video footage of an entrant in printed or electronic marketing platforms and/or social media) and may disclose the information for those purposes to agents engaged by the Promoter. If entrants do not provide the information requested they will not be able to participate in the promotion.

If entrants "opt in" to receive information about the Promoter's events, products and services during the course of submitting an entry, the Promoter may use the entrant's personal information collected to conduct the promotion to provide the entrant with information about the Promoter's products and services (including via post, phone, email and SMS), and may disclose the information to its related bodies corporate, and contractors (including call centres, advertising agencies and direct mail houses) the Promoter engages for that purpose. Some of the Promoter's service providers and related bodies corporate are located overseas, including in the United States of America. As a result, personal information collected and held by the Promoter may be transferred overseas. In particular, the Promoter uses service providers located overseas to store customer data, including in the United States of America. Entrants can advise the Promoter at any time if they no longer wish to receive this information, by contacting the Promoter using the contact details available at <https://www.freepeople.com/help/contact/>. The Promoter may continue to provide the entrant with this information for an indefinite period unless and until advised otherwise by the entrant.

If entrants have any concerns or queries about the way their personal information is managed by the Promoter, they should contact the Promoter using the contact details available at <https://www.freepeople.com/help/contact/>. A copy of the Promoter's privacy policy can be viewed at <https://www.freepeople.com/help/privacy-policy/>. The privacy policy contains information about how entrants can gain access to or seek correction of personal information that the Promoter holds about them.

22. Entrants' personal information may also be disclosed to State and Territory lottery departments and winners' names published as required under relevant lottery legislation.
23. Each entrant must comply with these Terms and Conditions. Each entrant indemnifies and will keep indemnified the Promoter in relation to all loss and damage whatsoever which is suffered (including but not limited to indirect or consequential loss) by the Promoter as a direct or indirect result of the entrant acting inconsistently with or breaching any part of these Terms and Conditions.
24. The Promoter does not accept any responsibility for late, lost, incomplete, incomprehensible, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence, whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. All entries are deemed to be received at the time of receipt in the promotional database.
25. The Promoter is not responsible for any problems or technical malfunction of any telephone or network or lines, servers or providers, computer equipment, software, technical problems or traffic congestion on a mobile network, or any combination of these, or any other technical failures including any damage to an entrant's (or any other person's) mobile handset or computer related to, or resulting from, participation in this promotion or the downloading of any materials related to this promotion. Entrants acknowledge that the Internet is not a secure medium and that the Promoter is not responsible for the security of on-line entries.
26. If for any reason this promotion is not capable of running as planned, including as a result of infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupt or affect the administration, security, fairness, integrity, safety or proper conduct of this promotion, the Promoter reserves the right in its sole discretion to cancel, terminate, modify or suspend the promotion, subject to any applicable legislation.
27. The Promoter's decision on all aspects relating to this promotion is final and no correspondence will be entered into.
28. The Promoter is Free People of PA LLC, a Pennsylvania limited liability company, of 5000 S. Broad Street, Philadelphia, Pennsylvania 19112, United States of America. The Promoter can be contacted on 215-454-5808.