OPSM Giveaway Terms and Conditions (Game of Chance)

- 1. Information on how to enter the Competition and the entry registration process forms part of these terms and conditions of entry and is the property of the Promoter. Entry into the Competition is deemed acceptance of these terms and conditions.
- 2. The name of the Competition is: 2024 OPSM Mother's Day Giveaway.
- 3. The Promoter of the Competition is Luxottica Retail Australia Pty Ltd (ABN 26 000 025 758) of Level 34-36, 1 Denison Street, North Sydney, NSW 2060 ("the Promoter").
- 4. To enter the Competition, entrants at the time of entering must be over the age of 18, legal residents of Australia and have a valid and operating Instagram account.
- 5. The Competition will commence at 5.00pm on the 29th of April 2024 and entries will close at 5.00pm on the 6th of May 2024 ("the Competition Period"). All times in these terms and conditions are expressed in the local time in Sydney, New South Wales.
- 6. To enter the Competition, an entrant must:
 - (a) follow the OPSM Instagram account (@opsm) ("OPSM Account");
 - (b) tag three (3) friend's valid and operating Instagram accounts in the comment section (in one singular comment) of a Competition post by the OPSM Account ("Competition Post"). A Competition Post is a post made by the OPSM Account during the Competition Period relating to the Competition.
- 7. The Prize is: a single Gift Card of \$250 AUD. Further Gift Cards terms and conditions are available here [https://www.opsm.com.au/faqs]. Total Prize Pool is: \$250 AUD.
- 8. Entrants are permitted to submit unlimited entries during the Competition Period. 1 entry equals following the OPSM Instagram account and tagging 3 friends with valid Instagram accounts in one singular comment.
- 9. The Promoter accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. The Promoter is not liable for any

consequences of user error including (without limitation) costs incurred. All inaccurate and/or incomplete entries will be deemed invalid.

- 10. Once the competition has ended the winner will be randomly selected.
- 11. The giveaway will have 1 winner. One prize will be awarded per person. The Prize is not transferable and cannot be redeemed for cash. Prize must be taken as described and no compensation will be payable if the winner is unable to use the Prize as described.
- 12. The winner will be notified via Instagram direct message by close of business on or about the 7th of May 2024. The winner's Instagram account must accept any required following request by the OPSM Account. In the event that for any reason whatsoever a winner does not respond to the Prize notification within three (3) months, then the Prize will be forfeited by the winner. The winner will be required to provide a valid postal address in Australia for the Promoter to send the Prize.
- 13. All entries become the property of the Promoter. Each entrant warrants that he/she/they has the right to transfer these rights to the Promoter, and that each submitted entry does not infringe the rights of any third party.
- 14. The Promoter's decision in relation to any aspect of these terms and conditions and the Competition is final and binding on every person who enters. No correspondence will be entered into.
- 15. Each entrant warrants that he/she/they has the consent of any recognisable person displayed in any entry and that such person accepts that the entry will be treated in accordance with these terms and conditions.
- 16. The Promoter reserves the right to request the winner to provide proof of identity, proof of age, a mobile phone number, proof of residency at the nominated prize delivery address and/or proof of entry in order to claim the Prize. Proof of identification, age, residency and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will be disqualified and will forfeit the Prize in whole and no substitute will be offered.
- 17. The Promoter reserves the right to disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these terms and conditions of entry or who has, in the opinion of Promoter, engaged in conduct in entering the Competition which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promoter. The Promoter reserves the

right to disqualify a winner if the Promoter becomes aware that the winner and/or the winner's entry is of a type described in this clause.

- 18. Once the Prize has left the Promoter's or its agent's premises, no responsibility is accepted for any damage, delay or loss in transit after the Prize is released to the winner. All prices stated are in Australian dollars and include GST.
- 19. If for any reason the Competition is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of the Competition, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the Competition, subject to any written direction given under applicable regulation and, where necessary, with the approval of the relevant authority.
- 20. Without limiting any other paragraph, the Promoter may at its discretion amend any aspect of the Competition or of these terms and conditions, subject to applicable laws and subject to the approval of the relevant authorities, if required. All decisions by the Promoter are final and no correspondence will be entered into. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 21. In the event that the Prize is unavailable despite the Promoter's reasonable endeavours to procure it, the Promoter reserves the right to substitute a different prize of equal or greater value.
- 22. If for any reason the winner does not take an element of the Prize at the time stipulated by the Promoter, then that element of the Prize will be forfeited by the winner and cash will not be supplied in lieu of that element of the Prize.
- 23. Any costs associated with entering the Competition and using the Prize are the responsibility of the entrant.
- 24. Entrants acknowledge that the Competition is in no way sponsored, endorsed or administered by or associated with any other social media platform whatsoever including but not limited to Instagram. Any information provided as part of the Competition is provided to the Promoter and not to the relevant social media platform. Entry into the Competition is deemed acceptance of the terms and conditions of any relevant social media platform. Entrants completely release any relevant social media platform from any and all liability in connection with this Promotion.

25. The Competition is governed exclusively by the laws of Australia.