

## Terms and Conditions of Just Jeans Customer Feedback Promotion.

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in the Just Jeans Customer Feedback Competition ("**Competition**") is deemed to be acceptance of these Terms and Conditions. Entries not completed in accordance with these Terms and Conditions are ineligible.

### ***Promoter***

2. The promoter of the competition is Just Jeans Pty Ltd ABN 60 004 353 379 of 457 St Kilda Road, Melbourne, Victoria, 3004 Australia ("**Promoter**").

### ***Competition Period***

- 3 The period of this Competition begins at 12:00:00am (AEST) on 1<sup>st</sup> May 2024 and ends at 11:59:59pm (AEDT) 31<sup>st</sup> October 2024. ("**Competition Period**").

### ***Eligibility to Enter***

- 4 Entry is only open to Australian residents aged 18 years and over who are current or former customers of the Promoter who have received a promotional SMS or email from the Promoter.
- 5 Employees (and their Immediate Family Members) of the Promoter, or any related body corporate of the Promoter, as well as any agency associated with this Competition are ineligible to enter. Immediate Family Members means any of the following: spouse, ex-spouse, de-facto, ex-de-facto, 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.

### ***How to Enter***

- 6 To enter the Competition, an eligible entrant must complete one of the following mechanics during the Promotional Period:
  - (A) Email Entry: (i) click on the link provided in the email that they receive from the Promoter to be directed to the promotional website; and (ii) input the requested personal details and answer all the questions in the survey as prompted on the promotional survey, and submit the fully completed survey.
  - (B) SMS Entry: (i) click on the link provided in the SMS that they receive from the Promoter to be directed to the promotional website; and (ii) input the requested personal details and answer all the questions in the survey as prompted on the promotional website, and submit the fully completed survey.

- 7 For the sake of clarity, the entrant will be the person whose name is registered on the Promoter's account relevant to the mobile phone number or email address submitted on entry.
- 8 One (1) entry permitted per feedback request.

**Prize Draw**

- 9 Entries open and close for the draw on the date and time specified in the table below. The prize draw will be conducted by Feedback ASAP Pty Ltd, St Kilda Road Towers, Level 1, 1 Queens Rd, Victoria, 3004 at 12noon AEST on the date specified in the table below.

| <b>Prize Draw</b> | <b>Entries Open</b>                     | <b>Entries Close</b>                                  | <b>Prize Draw Date</b>                              |
|-------------------|---|---|---|
| 1                 | 12:00:00am (AEST) on<br>1st May 2024    | 11:59:59pm (AEST) on<br>31 <sup>st</sup> July 2024    | 12 noon (AEST) on<br>13 <sup>th</sup> August 2024   |
| 2                 | 12:00:00am (AEST) on<br>1st August 2024 | 11:59:59pm (AEDT) on<br>31 <sup>st</sup> October 2024 | 12 noon (AEST) on<br>13 <sup>th</sup> November 2024 |

- 10 The winner of the Prize Draw will be notified by telephone within two (2) days of the draw. If the winner is located in the ACT they will be contacted by mail. The winner's name will be published on <https://justjeans.jgl.com.au/> within 7 days of the draw.

**Prize**

- 11 The valid entry drawn will win a \$2,000 Just Jeans gift card.
- 12 The Just Jeans gift card will be posted to the winner by registered mail and is valid until the date shown on the front of the card. The Just Jeans gift card is subject to its terms of issue and may not be accepted by all retailers. The Promoter accepts no liability for a defective card however, if necessary, will provide reasonable assistance to a winner to ensure a replacement Just Jeans gift card is provided.
- 13 Any ancillary costs associated with redeeming the Just Jeans gift card are not included. Any unused balance of the Just Jeans gift card will not be awarded as cash. Redemption of the Just Jeans gift card is subject to any terms and conditions of the issuer including those specified on the Just Jeans gift card.

### ***Unclaimed Prize Draw***

14 If the prize is still unclaimed after three calendar months of the original prize draw, the Promoter will conduct a further draw for the prize, subject to any directions from any regulatory authority. The unclaimed prize draw will be conducted at the same time and place as the original draw. The date for the additional draw would be on 13<sup>th</sup> November 2024 and 13<sup>th</sup> February 2024.

The winner of the unclaimed prize draw will be notified by telephone within two (2) days of the draw. If the winner is located in the ACT they will be contacted by mail. The winner's name will be published on <https://justjeans.jgl.com.au/> within 7 days of the prize draw.

### ***General***

15 This is not a game of skill. The single prize winner from the Prize Draw Period will be selected by Feedback ASAP Pty Ltd at random through an automatic selection process.

16 Incomplete entries will be deemed invalid and removed from the draw. The promoter's decision is final, and no correspondence will be entered into.

17 The total value of the prize pool is \$2,000 inclusive of GST.

18 The prize is not transferable or exchangeable and cannot be taken in any other form (including not being able to be taken as cash).

19 Subject to the unclaimed prize draw clause 14, if for any reason a winner does not take possession of their prize by the time stipulated by the Promoter, then the prize will be forfeited.

20 The draw will be conducted by Feedback ASAP Pty Ltd, St Kilda Road Towers, Level 1, 1 Queens Rd, Melbourne, Victoria, 3004.

21 If for any reason the conduct or operation of the Promotion is interfered with or disrupted in any way (including by vandalism, power failures, natural disasters, acts of God, civil unrest, strikes, computer bugs or viruses, tampering or technical failures), the Promoter reserves the right to cancel, terminate, modify or suspend or recommence the Promotion, subject to the approval of the authorities that have issued permits for its conduct.

- 22 The Promoter assumes no responsibility for: (i) any error, omission, interruption, or delay in the operation or transmission of any communication including any communication sent to (or by) the Promoter or any entrant whether caused by problems with communication networks or lines, computer systems, software or internet service providers, or otherwise, (ii) any theft, destruction or unauthorized access to, or alteration of such communications; (iii) any problem with, or technical malfunction of, any computer system or other equipment used for the conduct of the Promotion; (iv) any incorrect or incomplete information which may be communicated in the course of the administering this Promotion (whether as a result of one of the foregoing causes or otherwise).
- 23 Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia (“Non-Excludable Guarantees”). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Promotion.
- 24 The Promoter assumes no responsibility for, and the entrant releases the Promoter from responsibility for, any failure to receive an entry or for inaccurate information or for any loss, claim, damage or injury to person or property (including computer systems and servers) as a result of the entrant’s participation in this promotion or the conduct of the promotion generally or as a direct or indirect result of an entrant’s error, any technical problem of any kind including communications or network failure, unauthorized access to, transferring or theft of data, whether caused by the entrant or associated with the equipment or programming used in the conduct of this promotion. If, because of any such problem, this promotion is not able to be conducted as planned and/or the promotion’s administration, security, fairness or integrity are compromised or affected, the Promoter may (where necessary with the approval of the relevant Department) cancel, terminate, modify or suspend the promotion and/or disqualify any entrant involved in interfering or tampering with the conduct of this promotion in any way.

### ***Privacy***

- 25 The Promoter may collect and use personal information submitted by you for the purpose of conducting the Promotion. Personal information may be provided to third party organizations, including but not limited to agents, contractors and service providers that assist in maintaining the survey functionality and/or conducting the Promotion, and, if required may be provided to Australian regulatory authorities. You can stop this information being used for this purpose by contacting the Promoter. All personal information will be stored at the office of the Promoter. A copy of the Promoter’s Privacy Policy in relation to the treatment of personal information collected can be found at <https://feedbackasap.com>

26 Any entrant (who the Promoter automatically enters into the Competition when they provide Feedback) who no longer wishes to participate in the Competition can email [support@feedbackasap.com](mailto:support@feedbackasap.com) and request for their entry to be removed from the relevant draw.