

## VOLLEY COACHELLA COMPETITION

### TERMS & CONDITIONS

<b>Competition</b>	Volley Summer Festivals
<b>Website</b>	<a href="http://www.facebook.com/VolleyAustralia">www.facebook.com/VolleyAustralia</a>
<b>Permit numbers</b>	N/A
<b>Promoter</b>	Pacific Brands Footwear Pty Ltd, ABN 34 098 742 628 (1096 Toorak Road, Hartwell VIC 3124)
<b>Relevant State/s</b>	NSW VIC SA QLD WA
<b>Entry Restrictions</b>	<ul style="list-style-type: none"><li>• Entrants to the Competition must be over 18 years of age to enter (<b>Entrants</b>).</li><li>• Winners for the minor prizes will be selected from the entries received from the relevant state in which the event is on. Minor Prizes do not include any travel expenses associated with attending the event.</li><li>• Entrants unable to take the Prize on the specified date for their Relevant State are ineligible to enter the Competition and win a Prize.</li><li>• Dates, venues and schedules of Prizes are subject to change and the Promoter takes no responsibility for any date, venue or schedule changes.</li><li>• Winners of ticket Prizes will have their tickets delivered to them either via email or post or available for collection at the venue.</li></ul>
<b>Competition Period</b>	<p>The Competition Period for each Prize is as follows:</p> <ul style="list-style-type: none"><li>• Major Prize 3/1/13 – 11/3/13</li><li>• 1st Minor Prize 3/1/13 – 10/1/13</li><li>• 2nd Minor Prize 11/1/13 – 17/1/13</li><li>• 3rd Minor Prize 18/1/13 – 24/1/13</li><li>• 4th Minor Prize 25/2/13 – 31/1/13</li><li>• 5th Minor Prize 1/2/13 – 7/2/13</li><li>• 6th Minor Prize 8/2/13 – 14/2/13</li><li>• 7th Minor Prize 15/2/13 – 21/2/13</li><li>• 8th Minor Prize 22/2/13 – 28/2/13</li><li>• 9th Minor Prize 1/3/13 – 8/3/13</li></ul> <p>Each Minor Prize competition begins at 00.01 (AEDST) on its respective start date (as outlined above) and closes at 23.59 (AEDST) on its respective finish date (as outlined above).</p>

<p><b>Winner Selection</b></p>	<p>The winner of each Prize will be selected on the following dates and at the following address:</p> <p>Draw 1: 1st Minor Prize on 11/1/13 at 93 Therry Street, Melbourne, VIC, 3000 at 12:00 (AEST).</p> <p>Draw 2: 2nd Minor Prize on 18/1/13 at 93 Therry Street, Melbourne, VIC, 3000 at 12:00 (AEST).</p> <p>Draw 3: 3rd Minor Prize on 25/1/13 at 93 Therry Street, Melbourne, VIC, 3000 at 12:00 (AEST).</p> <p>Draw 4: 4th Minor Prize on 1/2/13 at 93 Therry Street, Melbourne, VIC, 3000 at 12:00 (AEST).</p> <p>Draw 5: 5th Minor Prize on 8/2/13 at 93 Therry Street, Melbourne, VIC, 3000 at 12:00 (AEST).</p> <p>Draw 6: 6th Minor Prize on 15/2/13 at 93 Therry Street, Melbourne, VIC, 3000 at 12:00 (AEST).</p> <p>Draw 7: 7th Minor Prize on 22/2/13 at 93 Therry Street, Melbourne, VIC, 3000 at 12:00 (AEST).</p> <p>Draw 8: 8th Minor Prize on 1/3/13 at 93 Therry Street, Melbourne, VIC, 3000 at 12:00 (AEST).</p> <p>Draw 9: 9th Minor Prize on 9/3/13 at 93 Therry Street, Melbourne, VIC, 3000 at 12:00 (AEST).</p> <p>Draw 10: Major Prize on 93 Therry Street, Melbourne, VIC, 3000 at 12:00 (AEST).</p>
<p><b>Maximum Number of Entries</b></p>	<p>Entrants may only enter the competition once.</p>
<p><b>Prizes</b></p>	<p><b>MAJOR Prize</b></p> <p>A trip for two people to attend the Coachella Music Festival in Palm Springs, United States in April of 2013, consisting of:</p> <ul style="list-style-type: none"> <li>• Economy class flights for two people to Los Angeles, United States from the winner's nearest capital city in Australia;</li> <li>• Three nights' accommodation for two people in Palm Springs;</li> <li>• Two VIP Tickets to Coachella 2013;</li> <li>• Transfers to and from the hotel and festival each day (for two people);</li> <li>• \$1000 spending money; and</li> <li>• Prize valued at \$9,000AUD (based on current conversion rate on date of first publication) and is not redeemable for cash, is not transferable and no further conditions apply.</li> </ul> <p><b>MINOR Prizes</b></p> <p>Minor Weekly Prizes include tickets to:</p> <ul style="list-style-type: none"> <li>• 1st Minor Prize – E.S.G.</li> <li>• 2nd Minor Prize – Mount Eerie</li> <li>• 3rd Minor Prize – Thee Oh Sees</li> <li>• 4th Minor Prize – An Evening With The Hoff</li> <li>• 5th Minor Prize – TBC</li> <li>• 6th Minor Prize – Future Music Festival</li> <li>• 7th Minor Prize – Deerhoof</li> <li>• 8th Minor Prize – TBC</li> <li>• 9th Minor Prize – TBC</li> </ul>

<b>Total Prize Pool</b>	Up to \$10,000 (inc GST)
<b>Publication Details</b>	Winners of prizes will be notified in writing and published on the Website for a period of at least 28 days.
<b>Prize Claim Date and Time</b>	Prizes must be claimed NO LATER than 48 hours after the respective Prize draw dates.
<b>Unclaimed Prize and Publication Date</b>	Any unclaimed Prize will be re-drawn 48 hours after the original Prize draw at 93 Therry Street, Melbourne, VIC, 3000. Further, if a Prize winner is deemed ineligible for the Prize then that Prize will be re-drawn as soon as reasonably practicable after they were deemed ineligible.

### Conditions of entry

1. The information detailed in the Schedule above form part of these Terms and Conditions. Participation in this Competition is deemed acceptance of these Terms and Conditions.
2. By participating in the Competition, each Entrant fully and unconditionally agrees and acknowledges that these Terms and Conditions are binding on the Entrant. Information on how to enter and Prize details set out in all communications regarding the Competition form part of these Terms and Conditions.
3. The Promoter's employees and their immediate family members are ineligible to enter the Competition.
4. Without limiting any other terms herein, each Entrant indemnifies the Promoter and its directors, officers, employees, and agents (the **Indemnified Parties**) on a full indemnity basis for all direct and consequential loss and damage and liabilities, whether monetary or capable of being converted into money, suffered by any of the Indemnified Parties, as a result of, or caused or contributed to by, any act or omission, including any breach of any of these Terms and Conditions, by the Entrant.

### Eligibility

5. Entry is open to residents of Australia who are 18 year or older on 7/01/2013.
6. An entry into the Competition will only be eligible for a Prize if it meets these Terms and Conditions.

### How to Enter

7. To enter, Entrants must 'Like' the Volley Facebook page (<http://www.facebook.com/VolleyAustralia>) during the respective Competition Period, sign up to the Volley mailing list, provide their personal details (name, email address, postcode, gender, date of birth, mobile phone number) and upload a photo they have taken that encapsulates the "experience of summer". Only one entry per person will be accepted. One entry per person means that Entrants may only submit their details online to enter once. Entrants must ensure that all details submitted are accurate.
8. Once the photo is approved internally it will be published as a valid entry and the Entrant will receive a notification that their entry has been accepted.

9. When submitting an entry, an Entrant must comply with all applicable laws and regulations and must not post, submit or transmit any information, image, text or other material of any kind whatsoever:
  - a) that is not original material in which the Entrant owns copyright, unless the Entrant is authorised by the copyright owner to post or transmit that material for the purposes of the Competition;
  - b) that violates or infringes upon the rights of any other person, including a person's intellectual property or privacy rights;
  - c) that is unlawful, offensive, threatening, abusive, defamatory, derogatory, obscene, vulgar, profane or indecent or that is sexual or pornographic in nature;
  - d) that vilifies, insults or humiliates any person on the basis of race, religion, ethnicity, gender, age, sexual orientation or any physical or mental disability;
  - e) that identifies any person other than the Entrant, unless the Entrant has obtained the consent of that person to submit the material for the purposes of the Competition;
  - f) that advertises or promotes any goods or services, websites, competitions or schemes or otherwise for commercial purposes; or
  - g) that is knowingly incorrect, misleading or deceptive.
10. The Promoter may, but is under no obligation to, monitor or review the contents of the entries and may remove any materials (in whole or in part) that in its sole discretion is in any way objectionable or in violation of any applicable law or these Terms and Conditions.
11. Responsibility for the content of any information, image, text or other material submitted as an entry rests solely with the Entrant who submits it.

### **Judging**

12. All eligible entries will go into the private judging stage.
13. The winner of the Major Prize will be selected by a panel including representatives of Volley and the Hard Workers Club appointed by the Promoter. The panel will review all eligible entries and will select one entry that best encapsulates the "experience of summer".
14. The winners of the Minor Prizes will be judged by the VolleyUp.com editorial team.
15. Each valid entry will be individually judged, based upon creative merit around the theme of the experience of summer. Entries must not have been published previously and/or have been used to win prizes in any other competitions.
16. Winning Minor Prizes does not disqualify or enhance an Entrant's chances of winning the Major Prize as the Major and Minor Prizes will be judged by 2 separate judging panels.

### **Major Prize**

17. The Winner of the Major Prize and their companion to Coachella must have valid Australian passports that meet United States requirements. They must take out their own travel insurance and obtain any required visas or any other permissions to enter the United States. The Prize does not include any charges associated with obtaining these permissions or insurances.
18. It is the responsibility of the Major Prize winner and their accompanying traveler (if applicable) to check any travel advisories issued by the Australian Department of Foreign Affairs and Trade.
19. The Promoter will not be responsible for any loss or damage suffered by any Entrant and/or their accompanying traveler (if applicable) arising out of a failure by the Entrant and/or their accompanying traveler to follow any travel advisories issued by the Australian Department of Foreign Affairs and Trade.

20. The Promoter will not be liable or responsible for any loss or damage suffered by the Major Prize winner or their accompanying traveler (if applicable) should they or their accompanying traveler (if applicable) not redeem the prize as a result of any such travel warning or advice. For the avoidance of doubt, the Promoter is not obliged to substitute a different prize or prize of equivalent value should a travel warning or advisory apply to a country and/or countries in relation to a Prize and a Prize winner and/or their accompanying traveler (if applicable) do not redeem the Prize as a result.
21. The winner of the Major Prize must use the Prize on the exact dates specified and must fly to the United States at the flight times determined by Volley otherwise the Prize will be forfeited.
22. In order to claim the Prize, a successful Entrant must confirm that they are available to participate in the Prize within 48 hours of being advised they are the winner from the Promoter. If the initial Prize winner does not claim the Prize then the Prize will be forfeited and another winner will be selected from the submitted photo entries on 16/03/2013, at the same time and place as the original draw using the same method as the initial draw. The winner will be notified by email within two days after the re-judging by the Promoter using the contact details provided to the Promoter by the Entrant during the registration process and the name of the winner in any unclaimed prize draw will be published on the Website – if the winner gives their permission.

### **General Terms and Conditions**

23. No Prize is transferable or exchangeable and cannot be taken as cash.
24. The Promoter reserves the right, at any time, to verify the validity of entries and eligibility of 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 or who tampers with the entry process, including where the Promoter reasonably suspects that an entry has been submitted using false, incorrect, fraudulent or misleading information, including but not limited to personal details and contact information and/or entries that have been submitted through the use of multiple identities, email addresses or accounts. Incomplete, indecipherable or illegible entries may be deemed invalid and errors and omissions will be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
25. The Promoter retains the absolute discretion to withdraw from a successful Entrant the offer to participate in the Prize, including but not limited to if a successful Entrant fails to confirm their availability to participate in the Prize. If the Promoter withdraws the offer from a successful Entrant, the Promoter retains the absolute discretion to choose or not choose another Entrant to whom to offer the Prize.
26. Each winner of a Prize will be notified in writing and their name and postcode will be published on the Website by close of business on Wednesday, 13 March 2013.
27. The Promoter's decision is final and binding.
28. All Entrants consent to the Promoter using their submitted photo in the event they are a winner in any media for an unlimited period without remuneration for the purpose of promoting this Competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
29. All Entrants' information will be held in accordance with the Pacific Brands Privacy Policy, which can be accessed by visiting <http://volley.com.au/privacy>. Any cost associated with accessing the Website is the Entrant's responsibility and is dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an Entrant to automatically enter repeatedly, is prohibited and may render all entries submitted by that entrant invalid.

30. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition the Competition and Consumer Act, as well as under any other 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 Competition.
31. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and 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: (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 their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any information, image, text or other material of any kind whatsoever submitted as an entry in this Competition (e) any variation in Prize value to that stated in these Terms and Conditions; (f) any tax liability incurred by a winner or Entrant; or (g) use of the Prize.
32. The Promoter collects personal information in order to conduct the Competition and may, for this purpose, disclose such information to third parties, including, but not limited to, Prize suppliers and as required, to Australian regulatory authorities. Entry is conditional on providing this information. The Promoter may, for an indefinite period unless otherwise advised, use the information for promotional, marketing and publicity purposes including sending electronic messages or telephoning the Entrant. Entrants should direct any request to access, update or correct information to the Promoter by calling Pacific Brands Footwear on 03 9835 5200
33. This Competition is in no way sponsored by any other entity other than the Promoter. The Promoter can cancel or modify the Competition at its discretion.
34. The Promoter reserves the right, and by their entry into the Competition each Entrant consents to the Promoter exercising this right, to validate the authenticity of entries and Entrant details.
35. By signing up to the Volley mailing list, Entrants opt-in to receiving further communications from the Promoter. The Entrant's details, which include name, email address, postcode, gender, date of birth mobile phone number will be entered into the Volley database and the Promoter may use those details to send future marketing materials to the Entrant. Except where prohibited by law, participation in the Competition constitutes an Entrant's consent to the storage, use and disclosure of their entry details as set out in these Terms and Conditions.
36. Entries are deemed to be received at the time of receipt into the Promoter's database. The Promoter is not responsible for receipt of incorrect, inaccurate or incomplete information caused by an Entrant or occurring during transmission. The Promoter is not responsible for any problems or technical malfunction of any telephone, telephone or computer network, or lines, servers, or telephone or internet providers, traffic congestion on any phone or computer network, or any combination thereof, including any injury or damage to participants or any other person's handset or computer related to or resulting from participation or sending or receiving of any communication or of any materials in this Competition.

37. Except for any applicable statutory guarantees, which cannot be excluded, or warranties and conditions implied by law, which cannot be excluded, the Promoter makes no guarantees, representations or warranties, express or implied, regarding the quality or suitability of the Prize awarded under these Terms and Conditions. Certain legislation may imply conditions or warranties which cannot be excluded, restricted or modified except to a limited extent. These include without limitation terms relating to goods being of merchant ability, quality or fit for the purpose for which they were supplied. In this event, to the extent permitted by law, the Promoter's liability is limited to, at its option: (i) the replacement of the Prize or the supply of an equivalent Prize; or (ii) the payment, if it does not contravene any law, of the cost of the replacement or supply.
38. The Major Prize is subject to the terms and conditions of Coachella Music Festival 2013. The Promoter will not be liable for any loss or damage (including personal injury) suffered or sustained in connection with the Entrant's receipt or use of any part of the Major Prize, except for any damage or loss which is due to the negligence or willful misconduct of the Promoter or which otherwise cannot be excluded by law as referred to above.
39. The Promoter is not liable for the Major Prize winner missing flights or transportation, the Coachella concert or accommodation at the proposed dates and times. If the Major Prize winner misses any of these it will come at their own cost if they choose to re-book.
40. The Promoter reserves the right to cancel, suspend, terminate or modify the Competition if fraud, technical failures or any other factor beyond the Promoter's reasonable control adversely affects the Promoter's ability to conduct the Competition as contemplated in these Terms and Conditions. In such event, the Promoter reserves the right to award the Prize to one of the eligible entries received up to the time of the cancellation or modification. The Promoter also reserves the right to disqualify any individual it finds to be tampering with the entry process or the operation of the Competition or to be acting in breach of these Terms and Conditions or in breach of any law. This is subject to state regulation.
41. Subject to state regulation, if any Prize becomes unavailable for reasons beyond the Promoter's control, the Promoter may substitute a Prize of equal or greater value.
42. The Promoter's or an Entrant's failure to enforce any term of these Terms and Conditions will not restrict the relevant party from enforcing that or any other provision at a later time.
43. If all or any part of any term or condition contained in these Terms and Conditions is or becomes unenforceable for any reason, the term or condition (or part) shall be deemed severed from these Terms and Conditions to the extent of the unenforceability and the other terms and conditions hereof shall remain in full force and effect as if the relevant term or condition (or part) were not included.
44. The Promoter must keep records of the Competition for at least five years, including information regarding (a) any financial accounting of the Competition; (b) accurate accounting for all entries; and (c) accurate reporting of the distribution of the Prizes.

#### **Acknowledgement**

45. In participating in this Competition Entrants are providing information to the Promoter and not to The Coachella Valley Music and Arts Festival. Each Entrant acknowledges that this Competition is in no way sponsored, endorsed or administered by, or associated with Goldenvoice Coachella Valley Music and Arts Festival© 2013, to the extent permitted by law, releases Goldenvoice Coachella Valley Music and Arts Festival© from any and all liability in relation to this Competition. In participating in this Competition Entrants are providing information to the Promoter and not to Facebook. Each Entrant acknowledges that this Competition is in no way sponsored, endorsed or administered by, or associated with, Facebook and, to the extent permitted by law, releases Facebook from any and all liability in relation to this Competition.