

## **TERMS AND CONDITIONS OF ENTRY**

1. The name of the competition is the “Luxottica Rewards March Incentive 2019” (“the Competition”).
2. 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.
3. The Promoter of the Competition is Luxottica Retail Australia Pty Ltd (ABN 26 000 025 758) of 75 Talavera Rd, Macquarie Park NSW 2113 (“the Promoter”).
4. To enter the Competition, entrants at the time of entering must be over the age of 18, legal residents of Australia or New Zealand and staff members of a participating retail store with whom the Promoter has a wholesale agreement.
5. The Competition will commence at 12.01am on 20 March 2019 and entries will close at 11.59pm on 5 May 2019 (“the Competition Period”). All times in these terms and conditions are expressed as the local time in Sydney, Australia.
6. To enter the Competition, during the Competition Period, the entrant must:
  - (a) register for the Competition on <http://www.luxotticarewards.com.au/March2019> (“the Website”);
  - (b) enter/update his/her personal details;
  - (c) confirm his/her ID and password; and
  - (d) accept participation in the Competition.
7. An eligible sale (“Eligible Sale”) consists of the sale at a participating retail store during the period from 12.01am on 6 April 2019 to 11.59pm on 5 May 2019 (“Sales Period”) of one (1) pair of Luxottica-branded, non-prescription sunglasses from the following brands: Bvlgari, Prada, Prada Linea Rossa, Oakley, Arnette, Persol, Polo Ralph Lauren, Michael Kors, Miu Miu, Emporio Armani, Dolce & Gabbana, Ralph Lauren, Ray-Ban, Tiffany & Co, Versace, Vogue, Coach, Oliver Peoples, Valentino, Alain Mikli and Burberry.
8.
  - (a) Entrants will earn one (1) point for each Eligible Sale he/she records on the Website during the Sales Period. Entrants will earn one and a half (1.5) points for each Eligible Sale he/she records on the Website during the Sales Period with Polar, Prizm or Chromance lenses. Entrants can also earn one and a half (1.5) points for each Eligible Sale he/she records on the Website during the Sales Period for Luxottica luxury branded sales for the following brands: Prada Linea Rossa, Burberry, Miu Miu, Bvlgari, Tiffany & Co, Prada, Dolce & Gabbana, Oliver Peoples, Alain Mikli, Valentino & Versace. The maximum points that an Entrant can earn on one (1) Eligible Sale is one and a half (1.5).
  - (b) Entrants may also earn points for successfully completing “training modules” during the period from 12.01am on 20 March 2019 to 11.59pm on 5 April 2019 (“Learning Period”) at the “Luxottica University portal” at <https://my.luxottica.com> as follows:
    - One (1) point where the entrant successfully completes a training module on Luxottica University portal to a maximum of ten (10) points in total for all training modules successfully completed by the entrant during the Learning Period.Points earned for successfully completing training modules will be added to the entrant’s points statement within 7 business days from completion.
  - (c) Only one (1) entrant can earn a point from an Eligible Sale he/she is personally involved in and each Eligible Sale can only count once in the Competition. The Promoter reserves the right to undertake spot checks of sales and ask for the entrant to provide proof of sale documentation at its discretion. Pooling of points to an entrant in a participating retail store is strictly prohibited and the

Promoter reserves the right to disqualify an entrant and/or deduct points from an entrant where the entrant was not personally involved in the Eligible Sale recorded or the Promoter deems, in its sole discretion, pooling of points to an entrant in a participating retail store has occurred. If products are returned points for that Eligible Sale will be deducted.

(d) Each Eligible Sale must be recorded via the “claim a sale” menu on the Website by the entrant. Entrants must complete all required details and upload all required materials including but not limited to a copy of the original invoice that records the eligible product(s) sold, date of sale, receipt/invoice number and store details. Hand written receipts will not be accepted as proof of sale. Points for Eligible Sales will be awarded to the entrant’s account after the Promoter has verified the recorded Eligible Sales.

9. The Promoter accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to the Retailers, 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. Entrants will be eligible to redeem points for three different tiers of prizes as detailed below. Residents of New Zealand will be limited to redeem points only from Tier 1. Prize redemptions can only be made once the entrant has reached the defined points interval during the Competition Period as specified below for the corresponding prize tier.

Points Interval	Prize Tier
20 points	Tier 1
40 points	Tier 2
60 points	Tier 3

- (a) Tier 1 prize is available to an entrant who has earned twenty (20) points in the Competition. The prize for Tier 1 is a pair of Luxottica branded sunglasses up to the recommended retail price (“RRP”) of \$350. The prizes in this tier are subject to availability and valued at up to \$350 RRP. In the event an entrant’s selection is not available, the Promoter will contact the entrant via email and the entrant must respond within thirty (30) days with a second selection. In the event the entrant does not respond within the time allowed the entrant’s claim to the Tier 1 prize will be forfeited. In the event the entrant’s second selection is not available the Promoter may select a pair of Luxottica branded sunglasses of an equal or higher value to the entrant’s initial selection to award the entrant. Oliver Peoples and Chanel branded sunglasses are excluded.
- (b) Tier 2 is available to an entrant who has earned forty (40) points in the Competition. The prizes for Tier 2 are a selection of prizes listed on the Website up to the value of \$249 RRP. The prizes in this tier are subject to availability and are valued up to \$249 RRP in total. The listed prizes for Tier 2 on the Website will be limited in number and awarded in order of entrant claims lodged – the Website will display a live countdown of the amount of each prize still available to claim.
- (c) Tier 3 is available to an entrant who has earned sixty (60) points in the Competition. The prizes for Tier 3 are a selection of prizes listed on the Website up to the value of \$549 RRP. The prizes in this tier are subject to availability and are valued up to \$549 RRP in total. The listed prizes for Tier 3 on the Website will be limited in number and awarded in order of entrant claims lodged – the Website will display a live countdown of the amount of each prize still available to claim.

11. Prize selections from the different prize tiers can be selected by the entrant using points earned during the Competition Period. For example, an entrant who earns 60 points during the Competition Period can select either one Tier 3 prize or multiple prizes from the Tier 1 and/or Tier 2 prizes that

equate to a total value of 60 points (subject to prize availability). A minimum of 20 points must be earned during the Competition Period to be eligible to redeem a prize.

12. Points may only be redeemed by the registered entrant and are not transferable. If requested by the Promoter, a winner must sign an indemnity and exclusion of liability deed (provided by the Promoter) in favour of all parties involved in the Competition and/or providing the prize. If a winner does not sign the indemnity form provided by the Promoter within the time requested by the Promoter, the winner's entry or claim will be deemed invalid. Participating retail stores must be free of any overdue debts to the Promoter and any of the Promoter's related body corporate for an entrant to claim a prize in the Competition.

13. Entrants will be provided a two (2) day grace period to record Eligible Sales by 11.59pm on 7 May 2019 to count towards the prize redemptions as detailed in clause 10. No Eligible Sales may be recorded on the Website after 11.59pm on 7 May 2019.

14. Entrants must claim prizes via the Website by 11.59pm on 12 May 2019. Any points not used by an entrant by 11.59pm on 12 May 2019 will be forfeited. Prizes will be delivered to the entrant's business address in Australia or New Zealand, nominated at the time of prize redemption.

15. Winners' names and states of residence may be provided to the retail stores for distribution and/or announced by the Promoter through social media and/or on any of the Promoter's websites. By entering this Competition, each entrant requests that his or her full address not be published.

16. The Promoter and its related bodies corporate will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this Competition or accepting or using the prizes, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law). Without limiting the previous paragraph, the Promoter and its related bodies corporate will not be liable for any damage to or delay in transit of the prizes.

17. The Promoter may in its absolute discretion prohibit an entrant's participation in this Competition, cancel a prize or otherwise cease to provide any benefit of a prize to a winner if the entrant or the winner, in the opinion of the Promoter, behaves aggressively or offensively, or behaves in a manner which may diminish the good name or reputation of the Promoter or any of its related bodies corporate (or of the business of the Promoter or any of its related bodies corporate), is contrary to law or is otherwise inappropriate.

18. All entries and materials submitted to the Promoter in connection with this Competition (in any form, including without limitation in hard copy or electronic form), become the property of the Promoter and each entrant warrants that it has the right to transfer these things to the Promoter. The Promoter may use such entries and materials and any intellectual property rights subsisting in them in any medium and in any manner it sees fit, including without limitation, by reproducing, modifying or adapting such entries and materials.

19. If an entrant is unable to or refuses or fails to take part in any element of this Competition, or a winning entry is deemed not to comply with these terms and conditions, the Promoter reserves the right to discard that entrant's entry and proceed as if that entrant had not entered the Competition. The judges' decision is final and no correspondence will be entered into.

20. Entrants acknowledge that there may be inherent risks in some aspects of the Competition, including without limitation a prize and that participation in the Competition and/or using a prize may involve participating in dangerous activities. By entering this Competition and/or accepting the prize, entrants accept that risk.

21. Prizes and participation in the Competition are subject to any conditions imposed by the supplier or organiser of the prizes, as applicable. All vouchers are subject to the conditions stipulated by the provider of the voucher. Without limiting any other paragraph in these terms and conditions, the Promoter and its associated agencies and companies make no warranties or representations about the fitness for purpose or suitability of the prize and will not accept responsibility for the quality or fitness for any purpose of any element of the prize, or the failure of any element of the prize to be of

merchantable quality. If liability under terms implied by legislation cannot be excluded, the liability of the Promoter is the minimum allowable by law.

22. The Promoter may require a winner to provide identification as requested by the Promoter including (without limitation) proof of identity, proof of age and proof of residency. Identification considered suitable for verification is at the Promoter's discretion.

23. If due to any reason whatsoever the Promoter becomes aware after an entrant has won a prize and that the entrant has not complied with these terms and conditions, that entrant will have no entitlement to the prize, even if the Promoter has announced him/her as a winner and that entrant will be required, at the direction of the Promoter, to return, refund or otherwise make restitution of the prize.

24. The Promoter may, in its sole discretion, disqualify any or all entries from, and prohibit further participation in this Competition by, any person who tampers with or benefits from any tampering with the entry process or with the operation of the Competition or acts in violation of these terms and conditions, acts in a disruptive manner or acts with the intent to annoy, abuse, threaten or harass any other person.

25. No prize is transferable or exchangeable, nor can it be redeemed for cash. If for any reason a 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. The Promoter accepts no responsibility for any variation in prize value. Where an element of a prize is unavailable for any reason, the Promoter may substitute for that element of the prize another item of equal or higher value as determined by the Promoter, subject to the approval of the relevant authorities, if required. Without limiting the foregoing, the Promoter may, at its absolute discretion, substitute cash for any prize (the amount of cash being equal to the element of the prize value specified in these terms and conditions).

26. If for any reason any aspect of this Competition and/or the prizes is not capable of running as planned, including by reason of war, terrorism, state of emergency, disaster, infection by computer virus, telephone network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Competition and/or the prizes, or invalidate any affected entries, subject to the approval of the relevant authorities, if required.

27. Without limiting any other paragraph, the Promoter may at its discretion amend any aspect of this Competition or of these terms, 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.

28. The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought. Where the operation of this Competition results in, for GST purposes, supplies being made for non-monetary consideration, entrants agree to follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.

29. Each entrant must ensure that any other person whose details have been provided by the entrant to the Promoter for the purposes of the entrant's participation in this Competition has given their implied or express consent for their details to be provided to the Promoter and any of its related bodies corporate and to be contacted by the Promoter or any of its related bodies corporate in relation to this Competition.

30. Collection, use and disclosure of information: The Promoter ("we", "us") collects the information that the entrant ("you") choose to provide to us for the purpose of conducting this Competition (which may include disclosure to third parties for the purpose of processing and conducting the Competition including but not limited to awarding the prizes). For websites you visit in connection with us, the collection, use and management of your personal information while visiting the websites may be governed by additional privacy policies and terms and conditions. You should consult the website and its host for more details. If you have any questions in relation to privacy, or to access, update and/or change your personal information or to obtain a copy of the Promoter's privacy policy, please contact us at Level 1, 393 George Street, Sydney NSW 2000 or by emailing [customer.care@luxottica.com.au](mailto:customer.care@luxottica.com.au).

31. The: (a) Promoter, the Promoter's related entities and all agencies associated with the Competition; and (b) the employees, agents, directors and contractors, of all entities referred to in paragraph (a) above, shall not be liable for any loss or claim, action, demand, liability, damage, cost, expense or personal injury whatsoever (including but not limited to any direct, indirect or consequential loss), incurred, suffered or sustained by any person or entity (without limitation) in connection with, or arising from, the Competition or the acceptance or use of a prize, except that which cannot be excluded by law (in which case that liability is limited to the maximum extent allowable by law). 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 and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia. Without limitation on the foregoing, the Promoter is not responsible or liable for any costs, loss or damage arising out of any incorrect or inaccurate information, or information provided by the entrant, any variation in prize value to that stated in these terms and conditions, any tax liability incurred by a winner or entrant, any costs whatsoever associated with use of the prize or for any technical error, or any combination thereof that may occur in the course of the administration of the Competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.

32. Unless the contrary intention appears, a reference in these terms or in any advertisement relating to this Competition, to Australian dollars, dollars, A\$ or \$ is a reference to the lawful currency of Australia. All references to dollar amounts are inclusive of goods and services tax (GST).

33. In these terms and conditions "related body corporate" has the meaning given in the *Corporations Act 2001* (Cth) as in effect from time to time and "related bodies corporate" has a corresponding meaning.

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

35. Any costs associated with entering and participating in the Competition and/or claiming and/or using a prize are the responsibility of the entrant.