

**“REMINGTON NEW YORK CITY TRIP” PROMOTION**  
**TERMS AND CONDITIONS**

1. Information on how to enter and the prize form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian and New Zealand residents. Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this promotion.
3. Employees (and their immediate families) of the Promoter, authorised stockists of Remington products (Remington Dealers) and their affiliated companies, associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, 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 1<sup>st</sup> cousin.
4. Promotion opens for purchases on Monday 01/04/2019 and closes for purchases at close of business on Sunday 19/05/2019 (“Purchase Period”). Promotion opens for entries on Monday 01/04/2019 and closes at 11:59pm AEST on Sunday 26/05/2019 (“Entry Period”).
5. To be eligible to enter, individuals must, during the Purchase Period, purchase any Remington product from any Remington Dealers in Australia or New Zealand (“Qualifying Purchase”). For the removal of doubt, this includes online purchases via the Remington Dealers’ Australian or New Zealand online stores. Individuals will be provided with a receipt for their Qualifying Purchase, which will need to be entered into the website as proof of purchase via upload of a photograph, as per the below. It is the responsibility of the individual to ensure that they obtain a receipt at point of purchase.
6. To enter, individuals must then visit [www.remington-products.com.au/promotion/nyc](http://www.remington-products.com.au/promotion/nyc), follow the prompts to the promotion entry page, input the requested details (including their first name, last name, date of birth, gender, email address, telephone number, street address and the name of the store where the Qualifying Purchase was made), upload a copy of their purchase receipt for the Qualifying Purchase and submit the fully completed entry form so it is received during the Entry Period.
7. The Promoter reserves the right, at any time, to verify the validity of entries (including the validity of the Qualifying Purchase) and entrants (including an entrant’s identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may 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. The Promoter’s legal rights to recover damages or other compensation from such an offender are reserved.
8. Incomplete or indecipherable entries will be deemed invalid.
9. A participant may participate in the promotion multiple times provided that (a) only one (1) entry permitted per Qualifying Purchase and (b) each entry must be submitted separately and in accordance with entry requirements.
10. Entrants must retain either their original OR a copy of their purchase receipt(s) for all entries as proof of purchase. Failure to produce the proof of purchase for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an entrant’s entries and forfeiture of any right to a prize. Purchase receipt(s) must clearly specify the store of purchase and that the purchase was made during the Purchase Period but prior to entry.
11. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.

12. The draw will take place at Spectrum Brands Australia Pty Ltd, 11 Chifley Drive, Mentone, Victoria 3194 on Wednesday 29/05/2019 at 10am AEST. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. The winner will be notified in writing within two (2) business days of the draw and their name will be published online at [www.remington-products.com.au/promotion](http://www.remington-products.com.au/promotion) from Friday 31/05/2019.
13. The Promoter's decision is final and no correspondence will be entered into.
14. The first valid entry drawn will win a travel voucher (Voucher) issued by Executive Edge valued at AUD \$8,000 (including GST). The Voucher must be used within twelve (12) months of date of issue and it must only be used in connection with flights, accommodation and transfers to New York City, NY, USA.
15. Any additional expenditure outside of the value or the scope of the Voucher is the sole responsibility of the winner. The entrant (and their travel companion/s) is responsible for all other expenses including spending money, meals (unless specified), drinks, transfers (unless specified), laundry charges, activities (unless specified), incidentals, taxes (excluding departure and any other flight associated taxes included within the prize), energy surcharges, gratuities, services charges, passports, visas, travel insurance and all other ancillary costs. Travel insurance is highly recommended to protect against the additional costs incurred in the event of unforeseen circumstances. The entrant is responsible for ensuring that they and their travelling companion(s) are fit to travel and have received appropriate immunisations and/or health checks prior to taking the prize and the entrant agrees and acknowledges that they may be liable for these additional items of expenditure.
16. It is a condition of accepting the prize that the entrant must comply with all the conditions of use of the prize and the prize supplier's requirements. It is the responsibility of the entrant to confirm such conditions with the prize supplier or other relevant third parties. Cash will not be provided in lieu of the Voucher should the entrant be ineligible to use the Voucher. In the event the Voucher is not applied in full by 31st May 2020, the entrant will forfeit any remaining value in the Voucher and cash will not be awarded in lieu of the prize. Prize is subject to the standard terms and conditions of individual prize and service providers. The winner may be required to present their credit card at time of accommodation check in.
17. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.
18. All entrants agree and acknowledge that if they win the prize, they will not, and their companions will not, seek to or actually sell or otherwise promote their story and/or photographs to any media or other organisation, including the Internet for profit. Any official mentions of REMINGTON or the Promoter will be permitted at the discretion of the Promoter.
19. The entrant acknowledges and accepts that activities that form part of the prize are inherently dangerous and may result in death, injury, incapacity, damage to property or other losses. The Promoter is not responsible for any acts of god, such as adverse weather conditions or industrial action or terrorism or civil commotion that may take place. The entrant must make his or her own enquiries about local issues and conditions at destinations prior to travel.
20. The entrant and their travel companions are responsible for complying with health and any other government requirements that may apply to the prize. All prize travel will be subject to the carrier's General Conditions of Carriage. It is the personal responsibility of the entrant and their travel companions to ensure that they have valid travel documentation, including valid passports and visas, which meet the requirements of government authorities at the relevant destinations. Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities will be the sole responsibility of the traveller/s. The Promoter makes no representation as to the safety, conditions or other issues that may exist at any destination. Entrants should obtain travel advice from independent sources, such as the web site of the Australian Department of Foreign Affairs and Trade.

21. By entering this competition, entrants accept and acknowledge full responsibility for their decision to participate in this holiday should they be chosen as winners. The entrants release the Promoter, their related bodies corporate, affiliates, officers, agents and employees, from all liabilities, loss and damage of any kind arising at any time out of or in connection with the acceptance of, and participation in, the prize. Without limiting the foregoing, the released parties not be liable for any injury, sickness or death, property loss or damage or other direct or indirect loss or damage of any kind, howsoever sustained or incurred, in connection with or arising out of the holiday or any other aspect of the prize.
22. During the entire duration of the prize, a nominated parent/guardian must accompany any person under 18 years of age. The entrant and his/her companion must depart from and return to the same departure point and travel together. Itinerary to be determined by the Promoter in its absolute discretion. Frequent flyer points will not form part of the prize.
23. In the event of war, terrorism, state of emergency or disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion or suspend or modify a prize, subject to any written directions from a relevant regulatory authority.
24. If the winner of the prize is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian on the winner's behalf.
25. Total prize pool value is AUD \$8,000 (including GST).
26. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
27. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
28. Any cost associated with accessing the promotional 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 will render all entries submitted by that entrant invalid.
29. 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 or the Consumer Guarantees Act of New Zealand ("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.
30. The Promoter collects personal information ("**PI**") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at [www.remington-products.com.au/privacy-policy](http://www.remington-products.com.au/privacy-policy). In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and

how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter will not disclose entrant's personal information to any entity outside of Australia &/or New Zealand.

31. The Promoter is Spectrum Brands Australia Pty Ltd (ABN 78 007 070 573) of 11 Chifley Drive, Mentone VIC 3194. Telephone 03 8551 5000.

**NSW Permit No. LTPS/18/29634 ACT Permit No. TP18/02215 SA Permit No. T18/2017**