

The Body Shop - Golden Ticket Competition

Schedule

Promotion	The Body Shop - Golden Ticket Competition
Eligible States/Territories	Australia (all States and Territories)
Promotion Period	<p>Start:</p> <ul style="list-style-type: none"> Tuesday, 1 October 2024 9:00 AM AEST – Promotion is opened online to Love Your Body™ Club members exclusively. Tuesday, 8 October 2024 9:00 AM AEDT – Promotion is opened online and in store to all customers. <p>End: Tuesday, 31 December 2024 6:00 PM AEDT</p> <p>No entries will be accepted outside this time.</p>
Website address	https://www.thebodyshop.com/en-au/terms-conditions/golden-ticket .
Promoter	<p>The Body Shop Australia Pty Limited</p> <p>ABN: 47 602 683 349</p> <p>Chadstone Tower One, Level 7, 1341 Dandenong Road, Chadstone VIC 3148</p>
Location	<p>The Promotion will run in participating The Body Shop stores (including The Body Shop online) in Australia (Stores) which stock an Eligible Purchase.</p> <p>For the avoidance of doubt, warehouses servicing The Body Shop online are considered Stores, for the purpose of this Promotion.</p>
Eligible Purchase	<p>A specially marked THE BODY SHOP 2024 CHRISTMAS MEGA ADVENT CALENDAR from a Store.</p> <p>For the avoidance of doubt, an Eligible Purchase can only be made during the Promotion Period.</p>
Eligible Entrants	<p>Entry to the Promotion is open to Australian residents in all Eligible States/Territories who fulfill the entry requirements and are 18 years of age or older.</p> <p>Employees of The Body Shop and the immediate families of the Promoter, suppliers and associated companies and agencies are not eligible to enter.</p>
Method of Entry	<p>Entrants must, during the Promotion Period:</p> <ol style="list-style-type: none"> make an Eligible Purchase from a Store and keep their invoice or receipt in respect of the Eligible Purchase; open the Eligible Purchase (the Mega Advent Calendar) to see if a promotional winning Golden Ticket or Green Ticket is inside; and if the Eligible Entrant receives: <ol style="list-style-type: none"> a Golden Ticket, follow the Golden Ticket Winner Notification instructions outlined below to claim the Golden Ticket prize before the

	<p>Claim Date (defined below); or</p> <p>(ii) a Green Ticket, follow the Green Ticket Winner Notification instructions outlined below to claim the Green Ticket prize before the Expiry Date (defined below).</p> <p>No entry form needs to be submitted by the Eligible Entrants as entry is via the customer's purchase of an Eligible Purchase. The Eligible Entrants will automatically enter the Promotion upon purchase of the Eligible Purchase.</p> <p>If an Eligible Entrant finds a Golden Ticket or Green Ticket in their Eligible Purchase, the purchase receipt of the Eligible Purchase must match the Promoter's records in terms of where an Eligible Purchase containing a Golden Ticket or Green Ticket was available at that time. The Golden Ticket or Green Ticket must be a genuine winning ticket and must clearly show the unique code in its entirety. All prize claims/entries will be verified by the Promoter (Verification).</p>
Details of Prizes	<ol style="list-style-type: none"> 1. Golden Ticket = 1 x \$1,000 to be paid by way of EFT (Golden Ticket) 2. Green Tickets = 100 x Prize packs (to the value of at least \$100) each containing (subject to stock availability in each relevant store): <ol style="list-style-type: none"> (i) 1 x 200ml Body Butter RRP \$32 (choice of ingredient); (ii) 1 x 240ml Body Scrub RRP \$34 (choice of ingredient); (iii) 1 x 100ml Body Mist RRP \$22 (choice of ingredient); and (iv) 1 x 21ml Edelweiss Sheet Mask RRP \$12; OR 1 x 15ml Expert Face Mask RRP \$12 (choice of ingredient); OR 1 x 20ml Chamomile Cleansing Butter RRP \$12, <p>available for redemption in store only (Green Ticket)</p>
Total Prize Value	Total value: minimum \$11,000
Golden Ticket Winner Notification	<p>The winner of the Golden Ticket prize will be determined based on whether the Eligible Entrant opens up the Eligible Purchase packaging and finds a Golden Ticket inside of their Eligible Purchase. For the avoidance of doubt, the Promoter will not notify an entrant if they have won a Golden Ticket. The Golden Ticket winner has until 11:59 PM on Monday, 31 March 2025 inclusive to claim the Golden Ticket Prize (Claim Date).</p> <p>The winner of the Golden Ticket must follow the instructions printed on the Golden Ticket and email The Body Shop at au.trademarketing@thebodyshop.com attaching a photograph of the Golden Ticket from the Eligible Purchase and a copy of the purchase receipt in respect of the Eligible Purchase. The receipt must clearly identify the Store where the Eligible Purchase was made, the product/s purchased (which must include an Eligible Purchase) and the date/time of purchase (which must be during the Promotion Period).</p> <p>Within 14 business days of receipt of an email from the Golden Ticket winner, the Promotor will undertake the Verification process.</p> <p>Upon satisfaction of the Verification process, the Golden Ticket prize will be awarded via EFT to the winner's nominated Australian bank account within 28 business days from receipt of the Eligible Entrant's/winner's bank details. The Promoter is not liable if a winner does not provide the correct bank details.</p> <p>Within four business days after Verification, the Golden Ticket winner will have the initial of their first name, surname and postcode published on the</p>

	Website address (except for if the winner requests that their name and postcode not be so published) for a minimum period of 28 days.
Green Ticket Winner Notification	<p>The winner of the Green Ticket prize will be determined based on whether the Eligible Entrant opens up the Eligible Purchase packaging and finds a Green Ticket inside of their Eligible Purchase. For the avoidance of doubt, the Promoter will not notify an entrant if they have won a Green Ticket.</p> <p>The winners of the Green Ticket must follow the instructions printed on the Green Ticket.</p> <p>The winners of a Green Ticket will receive one (1) prize pack each containing at least \$100 worth of select The Body Shop products, as chosen by the Promoter in its absolute discretion (Prize Pack). The Prize Pack can only be redeemed in store in exchange for producing a Green Ticket. If the winner of a Green Ticket is unable to visit in store to redeem the Prize Pack, the winner can contact the Promoter at au.trademarketing@thebodyshop.com and the Promoter may, in its absolute discretion, agree to an alternative arrangement for redemption of the Prize Pack with the Green Ticket winner.</p> <p>The Green Ticket, as well as the relevant proof of purchase receipt (which must clearly identify the Store where the Eligible Purchase was made, the product/s purchased (which must include an Eligible Purchase) and the date/time of purchase (which must be during the Promotion Period)) must be retained by the Eligible Entrant until the Prize Pack is redeemed. Redemption of the Prize Pack is only available until 5:00 PM on Monday, 31 March 2025 inclusive (Expiry Date).</p> <p>The Prize Pack is valid for redemption in store only prior to the Expiry Date.</p> <p>A Green Ticket must be surrendered to the Promoter upon redemption in store. If the Eligible Entrant has lost their Green Ticket or the Green Ticket has been damaged or destroyed such that it cannot be subjected to the Verification processes by the Promoter, the Prize Pack cannot be redeemed.</p>
Maximum number of entries	<p>Entrants can make a maximum number of four (4) Eligible Purchases per day during the Promotion Period.</p> <p>Each entry must be supported by an Eligible Purchase. All entries are subject to Verification and may otherwise be declared invalid at the absolute discretion of the Promoter.</p>
Permit reference	<p>NSW Authority Number: TP/03825</p> <p>ACT Permit Number: TP 24/02153</p> <p>SA Licence Number: T24/1644</p>

Terms & Conditions of entry**1 Promotion terms**

- 1.1 Information on how to enter and prize details form part of these terms and conditions (**Terms of Entry**). The Terms of Entry must be read in conjunction with the Schedule. The Schedule defines the terminology used in these Terms of Entry. Where there is any inconsistency between these Terms of Entry and the Schedule, the Schedule prevails. Participation in this Promotion is deemed acceptance of these Terms of Entry. The Promotion will be conducted during the Promotion Period.
- 1.2 Any costs associated with entering the promotion, including accessing any website, are the responsibility of the Eligible Entrant.
- 1.3 The entrants must follow the Method of Entry during the Promotion Period to enter the Promotion. Failure to do so will result in an invalid entry. The Promoter will not advise an entrant if their entry is deemed invalid.
- 1.4 Entry is open only to legal residents of the Eligible States/Territories who satisfy the Method of Entry. Directors, officers, management, employees, suppliers (including prize suppliers) and contractors (and the immediate families of directors, officers, management, employees, suppliers and contractors) of the Promoter and its related bodies corporate, and of the agencies and companies associated with this Promotion, including the competition permit providers are ineligible to enter. Immediate family means any of the following: spouse, ex-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 first cousin.

2 Prizes

- 2.1 The prize(s) are specified in the Details of Prizes section of the Schedule.
- 2.2 The total prize pool is specified in the Total Prize Value section of the Schedule.
- 2.3 Each valid entry has an equal probability of winning.
- 2.4 Any prize is valued in Australian dollars unless expressly stated to the contrary. The stated prize value is the recommended retail value (including GST) in Australia as provided by the supplier and is correct at the time of printing. The Promoter accepts no responsibility for any variation in the value of the prize. The Promoter (including its respective officers, employees and agents) and its associated companies accept no responsibility for prizes damaged or lost in transit.
- 2.5 The prize(s) will be awarded to the Eligible Entrant(s) in accordance with the Method of Entry details.
- 2.6 Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, subject to any written directions from a regulatory authority. Where a prize is unavailable for any reason, the Promoter may substitute the prize for another item of equal or higher value subject to any written directions from a regulatory authority. The Promoter accepts no responsibility for any variation in prize value (including between advertising of the Promotion and receipt of the prize).
- 2.7 All valid claims for prizes will be met notwithstanding that the advertised prize pool has been exceeded. Printing errors or other quality control matters will not be used as the sole basis for refusing to award a prize.
- 2.8 If for any reason whatsoever:

- (a) the Golden Ticket prize winner does not claim their prize by the Claim Date, then the Golden Ticket prize will be forfeited by the winner and neither cash nor any other prize will be awarded in lieu of that prize; or
- (b) a Green Ticket prize winner does not claim their prize by the Expiry Date, then the Green Ticket prize will be forfeited by the winner and neither cash nor any other prize will be awarded in lieu of that prize.

3 Tax Implications

- 3.1 Entrants are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of their prize(s). The Promoter accepts no responsibility for any tax implications that may arise from accepting a prize. Entrants are responsible for any and all expenses that they incur in entering the Promotion and they will not be reimbursed regardless of whether or not they win the Promotion.

4 Government Gift and Ethics Policies

The Promoter is committed to complying with all Federal, State and Territory Government (**Government**) gift and ethics policies. Employees and independent contractors of the Government (including education departments) must adhere to gift and ethics policies applicable to them when entering the promotion or accepting any prize.

5 Notification of Winner

- 5.1 The winner of the Golden Ticket will need to notify the Promoter in accordance with the Notification of Golden Ticket Winner section of the Schedule. Notification of Golden Ticket winner will be deemed to have occurred on the later of the time the Promoter receives an email notification from the winner or two (2) business days after receipt of such email. The notification must include a photograph of the Golden Ticket and a copy of the relevant tax invoice for the Eligible Purchase. If the Eligible Entrant has lost their Golden Ticket or the Golden Ticket has been damaged or destroyed such that it cannot be subjected to the Verification processes by the Promoter, the Golden Ticket prize cannot be redeemed.
- 5.2 The winners of the Green Ticket prizes will be determined upon an Eligible Entrant opening the Eligible Purchase packaging and finding a Green Ticket inside of their Eligible Purchase and subsequently redeeming the Prize Pack in store. Where a Green Ticket winner is unable to redeem their Prize Pack in store, the Promoter may, in its absolute discretion, agree to an alternative arrangement for redemption with the Green Ticket winner.
- 5.3 If the Eligible Entrant has lost their Green Ticket or the Green Ticket has been damaged or destroyed such that it cannot be subjected to the Verification processes by the Promoter, the Prize Pack cannot be redeemed.
- 5.4 The Promoter takes no responsibility where it is unable to contact prize winners who have not provided correct or complete contact details. If an entrant's contact details change before the Claim Date or Expiry Date, it is the entrant's responsibility to notify the Promoter. A request to modify any entry information should be directed to the Promoter.
- 5.5 It is a condition of accepting any prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.

6 Liability and Release

- 6.1 These Terms of Entry do not, nor do they purport to, limit, exclude or modify any non-excludable statutory guarantees as provided under the *Competition and Consumer Act 2010*

(Cth) or any other warranties (whether express or implied) under any state or federal legislation which cannot be excluded.

- 6.2 Except for any liability that cannot by law be excluded, 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.
- 6.3 To the fullest extent permitted by law, the Promoter excludes all warranties, representations or guarantees (**Warranties**) regarding the Promotion and any prizes, including any Warranties which may have been made in the course of advertising or promoting the Promotion. The conduct of the Promotion or the supply of prizes may involve third parties, and the Promoter makes no Warranties and disclaims all liability in connection with any such third parties, their acts or omissions. By entering the Promotion, an entrant releases and indemnifies the Promoter and its related bodies corporate (including the officers, employees and agents of each) from and against all actions, penalties, liabilities, claims or demands the entrant may have against the Promoter or that the Promoter may incur for any loss or damage which is or may be suffered or sustained as a direct or indirect result of an entrant entering or participating in the Promotion or winning or failing to win a prize, or using or permitting any other person to use the prize, except for any liability which cannot be excluded by law or which would cause any part of this clause to be void or unenforceable.
- 6.4 If despite the foregoing clause, the Promoter incurs a liability to an entrant under any law which implies a Warranty into these Terms of Entry which cannot legally be excluded, the Promoter's liability in respect of the Promotion is limited, in the Promoter's discretion, to either resupplying such goods or services as form part of the Promotion, or paying the cost of resupplying those goods or services.
- 6.5 The Promoter accepts no responsibility for any late, lost, delayed, incomplete, incorrectly submitted, corrupted, illegible or misdirected entries, claims or correspondence, whether due to omission, error, alteration, tampering, deletion, theft, destruction, disruption to any communication network or medium, or otherwise including those entries not received by the Promoter for any reason. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred. No correspondence will be entered into.
- 6.6 The Promoter and its associated agencies and companies will not be liable for any delay, damage, or loss in transit of prizes.

7 Promoter's Rights

- 7.1 To the fullest extent permitted by law and without limiting any other conditions of entry, the Promoter may, in its discretion, terminate, modify or suspend the Promotion, subject to any directions given by any relevant authority. All Eligible Entrants participating in the Promotion at the point of termination, modification or suspension of the Promotion will be notified by the Promoter in writing. In the event of modification or suspension of the Promotion, the Eligible Entrant may choose to terminate their participation in the Promotion at no cost.
- 7.2 In the case of the intervention of any outside event which prevents or significantly hinders the Promoter's ability (or that of a third party involved with the Promotion) to proceed with the Promotion on the dates and in the manner described in these Terms of Entry, including but not limited to vandalism, natural disasters, acts of God, civil unrest, strike, war and acts of terrorism, the Promoter's obligations in respect of the Promotion will be suspended for the duration of the event and, in addition, the Promoter may in its absolute discretion cancel the Promotion and recommence it from the start on the same conditions, subject to approval of the relevant authorities.

- 7.3 The Promoter may in its absolute discretion not accept a particular entry, may disqualify an entry, or cancel the entire Promotion at any time without giving reasons and without liability to any entrants, subject to any written directions from a regulatory authority. Without limiting this, the Promoter reserves the right to verify the validity of entries, prize claims and entrants and to disqualify any entrant who submits an entry or prize claim that is misleading or not in accordance with these Terms of Entry or who manipulates or tampers with the entry process. In the event that a winner breaches these Terms of Entry, the winner will forfeit the prize in whole and no substitute will be offered. Verification is at the discretion of the Promoter, whose decision is final. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

8 Copyright

- 8.1 All entries become the property of the Promoter. The Promoter's decision is final and no correspondence will be entered into.
- 8.2 As a condition of entering into this Promotion, entrants agree to assign all their rights in and to their entry and any related content to the Promoter, including any copyright or other intellectual property rights in the entry and related content. Without limiting this, the Promoter may use entry content, including but not limited to product feedback, for any and all purposes including commercial purposes. You warrant that entry content, is original, lawful and not misleading and that the Promoter's use of such content will not infringe the rights of any third parties. The Promoter has no obligation to credit you as the author of any content submitted and may otherwise do any acts or omissions which would otherwise constitute an infringement of any moral rights you may have as an author of content.

9 Privacy

- 9.1 Details from all entries will be collected and used for the purposes of conducting this Promotion (which may include disclosure to third parties for the purpose of processing and conducting the Promotion) and for publicity purposes surrounding this Promotion. By entering this Promotion, Eligible Entrants consent to the use of their information as described. Eligible Entrants may access and/or change their data by following the procedures in the Promoter's privacy policy which is available at <https://www.thebodyshop.com/en-au/termsconditions/services/privacy-policy>. The Promoter will only use an Eligible Entrants' personal details for marketing purposes outside those described above if the Eligible Entrant "opts in" to join the mailing list when prompted.
- 9.2 The collection and disclosure of personal information provided in connection with this promotion will be handled in accordance with the Promoter's Privacy Policy which adheres to the *Privacy Act 1988* (Cth), Australian Privacy Principles and the *SPAM Act 2003* (Cth).

10 Jurisdiction

The Promotion and these Terms of Entry will be governed by the law of the State of Victoria, Australia. Entrants accept the exclusive jurisdiction of courts and tribunals of the State of Victoria, Australia in connection with disputes concerning the Promotion.

11 Endorsements and Social Media

- 11.1 Eligible Entrants agree, at the Promoter's request, to participate in any promotional activity (such as Instagram posts) surrounding this Promotion or the winning of any prize. Eligible Entrants agree this participation will be free of charge. Eligible Entrants consent to the Promoter and its associated agencies' using their name and image in any media in perpetuity, without limitation and without compensation to the Eligible Entrant.

- 11.2 Facebook, YouTube, TikTok, Threads and Instagram (**Social Media Platforms**) may be used to advertise or promote the Promotion. By entering the Promotion, entrants agree that the Promotion is in no way sponsored, endorsed or administered by, or associated with the Social Media Platforms. The Eligible Entrant releases the Social Media Platforms from all liability in relation to this Promotion. The Eligible Entrant is providing information to the Promoter and not to the Social Media Platforms. Any questions, comments or complaints regarding the Promotion should be directed to the Promoter and not the Social Media Platforms.
- 11.3 The Promoter will disqualify any Eligible Entrant who posts what the Promoter deems, in its sole discretion, defamatory, derogatory, abusive or obscene material on the Social Media Platforms and the Promoter will remove any such posts in administering the promotion on the Social Media Platforms without notice to the Eligible Entrant.

12 Validity

Any provision in these Terms of Entry which is invalid or unenforceable in any jurisdiction is to be read down for the purpose of that jurisdiction, if possible, so as to be valid and enforceable, and otherwise must be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of these Terms of Entry or affecting the validity or enforceability of that provision in any other jurisdiction.