

'Clinique Lightbulb Moment' Promotion

Terms and Conditions of Entry

1. Information on how to enter the *Clinique Lightbulb Moment* promotion (the **Promotion**) held by Messenger Group Pty Ltd A.C.N.098 514 802 forms part of these terms and conditions of entry (**Terms and Conditions**).
2. Your participation in this Promotion is deemed to be your acceptance of these Terms and Conditions.
3. If there is any inconsistency between these Terms and Conditions and anything else that refers to this competition, these Terms and Conditions will prevail.
4. The promoter of the Promotion is Messenger Group Pty Ltd A.C.N.098 514 802 of Suite 10, 224 Commonwealth Street, Surry Hills, New South Wales 3171 (the **Promoter**).

Definitions

5. In these Terms and Conditions and the Promotion:
 - a. **AUD** means Australian dollars;
 - b. The Prizes are 50 x Clinique Smart Eye Serum **AU\$65**.
 - c. **Prize** means the prizes as specified in paragraph 14 of these Terms and Conditions.

Promotion Period

6. The promotion commences at 12:00am (AEST) on Tuesday 4 August 2015, and closes at 11:59pm (AEST) on Monday 31 August 2015 (**Promotion Period**). Entries must be received by the Promoter prior to the competition close date and time.

Eligibility of Entrants

7. Participation in this Promotion is only open to those persons who are:
 - a. permanent residents of Australia or New Zealand; and
 - b. aged 18 years or older.
8. Employees (and their immediate families) of the Promoter and agencies associated with this Promotion are ineligible to participate in or enter the Promotion.

Game of Skill

9. Entry shall be by the submission of a comment on <http://collectivehub.com/2015/08/our-lightbulb-moments/> or a post and/or comment on Instagram.
10. Submissions will be judged on merits of originality and vigour. This Promotion is a game of skill and chance plays no part in determining the winner. The judges' decisions are final and no correspondence will be entered into.
11. Each entrant, during the Promotion Period, is required to:
 - a. read and agree to these Terms and Conditions, including the Promoter's Privacy Policy; and
 - b. leave a comment describing their personal lightbulb moment on Collective Hub's post entitled *That Lightbulb Moment* OR
 - c. leaving a comment describing their personal lightbulb moment on @collectivehub's Instagram post about the competition OR
 - d. Reposting the indicted image to their Instagram account with their lightbulb moment in the caption, follow @clinique_oz and @collectivehub accounts and hashtagging #cliniquesmart and #collectivehub
12. Each entrant may only submit one entry per day.
13. Entries must not include any content that contravenes any law, infringes the rights of any person or is potentially insulting, inflammatory, defamatory, obscene, offensive, discriminatory, indecent or otherwise objectionable or inappropriate.

Prize

14. The total Prize pool consists of 50 x Clinique Smart Eye Serum **AU\$65**.
15. The winners of the Prize will receive one (1) prize each comprising of 1 x Smart Eye Serum.
16. A total of fifty (50) prizes only will be allocated to the Promotion.
17. The total value of the prize pool for this Promotion is up to **\$3250AUD**.
18. The Prize is subject to availability. In the event that the Prize is cancelled or unavailable for any reason, then the Promoter, in their discretion, reserve the right to substitute the Prize with an alternative of equivalent or similar value.
19. The Prize is not exchangeable, transferable or redeemable for cash.

Drawing of prizes

20. One (1) winner will be selected after the conclusion of the Promotion. The winner of the Prize will be contacted on or before 2:00pm (AEST) on Wednesday 2 September 2015.
21. The winner of the Prize must claim the Prize by no later than 5pm (AEST) on Friday 4 September 2015 (the Draw Date).
22. If the winner of the Prize does not claim the Prize by the Draw Date, then that person will forfeit the Prize and a subsequent winner for the Prize will be contacted on Friday Monday 7 September 2015.
23. In order to claim the Prize, the person who wins the Prize must be able to prove they were eligible to enter the Promotion at the time of submitting an entry (for example, proof of Australian or New Zealand permanent residency and proof of age). Failure to do so will result in the Prize being forfeited.
24. The Promoter will make reasonable efforts to deliver the Prize to the address provided by the winner of the Prize. If the Prize is returned to the Promoter because it could not be delivered to the address provided, the Promoter cannot guarantee that it will be able to resend the Prize to the winner. The Promoter and its associated agencies and companies will not be liable for any damage to or delay in transit of the Prize.

General Conditions

25. The following general conditions apply to the entire Promotion.

Copyright

26. All submissions must be the work of the individual submitting them and must not have been published elsewhere or have won a prize in any other competition or promotion. It is the responsibility of each entrant to ensure that any entries do not infringe the copyright of any third party or any laws.

Instagram acknowledgements

27. Participation in this Promotion is considered acceptance of the following:
 - a. a complete release of Instagram by any entrant;
 - b. an acknowledgement that this Promotion is in no way sponsored, endorsed or administered by, or associated with Instagram; and
 - c. that the information provided by each entrant is provided to the Promoter and not to Instagram.
28. Participation and entry in this Promotion is conditional upon the entrant complying with all rules, regulations and guidelines set down by Instagram.

Entries

29. The Promoter reserves the right, at any time, to verify the validity of all entries and the eligibility of all entrants, including their identity, age and place of residence. The Promoter also reserves the right 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, or who has, in the opinion of the Promoter, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter.
30. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of their rights does not constitute a waiver of those rights.
31. The use of any automated entry software or any other mechanical or electronic means by an entrant to automatically enter the Promotion is prohibited and will render all entries for that entrant invalid.
32. Any costs associated with becoming eligible to apply, applying or participating in this Promotion, such as access to the Internet and download costs, will be at the cost of the entrant.

Prize

33. The Prize (or any part of the Prize) is not transferable or exchangeable and cannot be taken as cash.
34. The Promoter will not be responsible (and an entrant will not be entitled to make any claim for compensation) for any variation of the Prize, or the value of it, during the Promotion Period or thereafter.
35. If the Prize (or part thereof) is unavailable, the Promoter, in their discretion, reserve the right to substitute all or any part thereof with a product or prize to the equal value and/or specification.
36. Should an entrant's contact details change during the relevant Promotion Period, it is the entrant's responsibility to notify the Promoter.
37. To the extent permitted by law, the Promoter makes no representations or warranties as to the quality or the suitability of the Prize.
38. As a condition of accepting the Prize, the winner or recipient of the Prize may be required to sign a legal release and indemnity form.
39. All values and amounts that appear in these Terms and Conditions are inclusive of GST unless expressly stated otherwise.
40. The Promoter accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. The Promoter has no control over communications networks or

services, the Internet, or computer or telephone networks or lines and accepts no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise.

Variations to the Promotion

41. The Promoter may, in their absolute discretion, but subject to any relevant law, modify, suspend, cancel or recommence this Promotion, as appropriate, if:
 - a. for any reason, this Promotion is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical or software failures or any other causes beyond the control of the Promoter, which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion; or
 - b. the entry process, the determination of the Prize winner and/or the delivery of a Prize is prevented or hindered by any outside agent or event including but not limited to vandalism, power failure, tempest, natural disaster, acts of God, civil unrest or strikes or other industrial action.
42. Where the Promoter does modify, suspend, cancel or in any way amend the Promotion, the Promoter will provide notice of this on the Instagram Account.
43. Any cost associated with accessing any website associated with the Promotion is the responsibility of an entrant and is dependent on the Internet service provider used.

Limitation of Liability

44. Except for any liability that cannot be excluded by law, the Promoter (including their officers, employees and agents) exclude 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 this Promotion, including, but not limited to, where arising out of the following:
 - a. any technical difficulties or equipment malfunction (whether or not under the control of the Promoter);
 - b. any variation in value of the Prize to that stated in these Terms and Conditions;
 - c. any tax liability incurred by a winner or entrant; or
 - d. participation in the Promotion.

This clause does not affect, and is not intended to affect, any rights a consumer might have, which are not able to be excluded under applicable Australian consumer protection laws.

Use of personal information

45. The winner of the Prize consents to the Promoter using their name, biographical details, likeness, image and/or voice including winning entry submission (including photograph, film and/or recording of the same) in any media, including both online and offline media, for an unlimited period without remuneration for the purpose of promoting this Promotion (including any outcome), and promoting any products or serviced manufactured, distributed and/or supplied by the Promoter.
46. The Promoter may collect personal information in order to conduct this Promotion and may, for this purpose, disclose such information to third parties, including but not limited to the Promoter, agents, contractors, service providers and suppliers of prizes. Entry is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending commercial electronic messages or telephoning the entrant. An entrant should direct any request to access, update or correct information to info@collectivehub.com.

Ownership of Submissions

47. All entrants will retain ownership of copyright in any entry submitted in the Promotion. However, in making a submission and entering the Promotion, an entrant provides the Promoter with a world-wide, royalty free and irrevocable licence to use the content of any submission made to enter the Promotion.
48. The Promoter's Privacy Policy may be accessed via <http://collectivehub.com/privacy-policy/>.

General

49. If any term or condition contained herein shall be or become illegal, invalid or unenforceable, the same shall be read down, if such reading down is possible, and if found to be impossible, shall be severed and the remaining terms and conditions shall not be affected.

This Agreement is to be interpreted in accordance with the laws of New South Wales, Australia and all parties submit to the non-exclusive jurisdiction of those Courts.