

**“Shedd Flat lay competition” PROMOTION**  
**TERMS AND CONDITIONS**

1. Information on how to enter and the prizes 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 residents. Individuals must have an Instagram account to enter.
3. 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.
4. Employees (and their immediate families) of the Promoter and agencies 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.
5. Promotion commences on 19/09/16 and final entries close at 11:59pm on 09/10/2016 (“**Promotional Period**”). All times indicated in these Terms and Conditions are in Australian Eastern Standard Time (“**AEST**”).
6. To enter, individuals must complete the following steps during the Promotional Period:
  - a) take a photo ‘flat lay’ (a fashion item or a series of fashion items, styled into a photograph) (“**Flatlay Photograph**”). The Flatlay Photograph must be created by the entrant only. While the use of photographic filters will be accepted, excessively altered/retouched/manipulated Photographs will (at the discretion of the Promoter) not be accepted; and then
  - b) Download the Shedd Australia app from either the Google Play store (<https://play.google.com/store?hl=en>) or the Apple App Store (<https://itunes.apple.com/au/genre/ios/id36?mt=8>) and set up an account; and then
  - c) Create a listing on the Shedd App of an item for sale that features in The Flatlay Photograph
  - d) upload the Photograph to their Shedd account, including the hashtag “#SheddFlatLay” in the caption field. To be eligible to participate, individuals must contain sufficient information in the Shedd account profile section to personally identify the entrant.

Each entrant warrants to the Promoter that the Photograph and any other content submitted in their entry is an original creative work of the entrant that does not infringe the rights of any third party. All content must comply with and is subject to the provisions contained in clause 23.

7. Upon completion of the above steps, entrants will have their Photograph uploaded onto the Shedd Australia app stream (“**Shedd App Listing Page**”) for public viewing. All Flatlay Photographs will be reviewed by the Promoter for compliance with these Terms and Conditions prior to being uploaded to the Shedd App Listing Page. Entries that contain

prohibited or inappropriate content, or are otherwise in breach of these Terms and Conditions, as determined by the Promoter, will at the discretion of the Promoter be removed from the Shedd App Listing Page. In addition, any entrant that submits such content will not be eligible to win.

8. Incomplete or indecipherable entries will be deemed invalid.
9. All funds derived from the sale of items following from the entrant's submission will be the sole property of the entrant.
10. All items listed by the entrant as a component of their competition entry must be legitimately available for purchase by the Shedd Australia community.
11. All items listed for sale purporting to be designer must be legitimate and not counterfeit. Entrants may be asked to prove the validity of their item for sale with items determined to be fake removed from sale at the sole discretion of the Promoter.
12. It is not a condition of entry that an entrant complete a sale via the Shedd Australia app, only that they make a legitimate listing.
13. The winning entry will be selected at the sole discretion of the Promoter and no correspondence will be entered into with unsuccessful entrants.
14. Multiple entries permitted, subject to the following: each entry must be submitted separately and in accordance with entry requirements.
15. The Promoter reserves the right, at any time, to verify the validity of entries 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.
16. 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.
17. There will be a total of one (1) major prize draw conducted for the promotion ("**Major Prize Draw**"). Entries into the Major Prize Draw will open at 12:00am and close at 11:59pm on the dates outlined in clause five (5). The draw will take place at Adhesive PR of Surry Hills NSW 2010.
18. The winner will be notified by email within two (2) business days of the relevant draw and the Major Prize Draw winner's name will also be published on the Facebook Page from 11/11/2016
19. The Promoter's decision is final and no correspondence will be entered into.
20. The Major Prize winner will win an 'Ultimate Shedd Flat Lay kit' valued at \$510.00 AUD ("**Major Prize**"). The kit inclusions are to be at the sole discretion of the promoter but may include one (1) 'The Daily Edited half moon clutch' valued at \$199.95, one (1) The Daily Edited bucket bag valued at \$269.95, one (1) The Daily Edited phone case valued at \$49.95, one (1) Elle Australia 12-month Magazine subscription valued at \$69.95. The total items

supplied as for the 'Ultimate Shedd Flat Lay Kit' will be determined by product availability. All colours and styles of items will be selected at the sole discretion of the Promoter.

21. If any prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize of the equal value and/or specification, subject to any written directions from a regulatory authority.
22. If a winner 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.
23. Subject to the unclaimed prize draw clause, if for any reason a winner does not take a prize by the time stipulated by the Promoter, then the prize will be forfeited.
24. Total prize pool value is \$510.00 AUD
25. Prizes are not transferable or exchangeable and cannot be taken as cash.
26. A draw for any unclaimed prize may take place on 20/10/2016 at the same time and place as the original winner selection, subject to any directions from a regulatory authority. Winners, if any, will be notified in writing within two (2) business days of the draw and the Major Prize winner's name (if the Major Prize is awarded in the unclaimed prize draw) will also be published on the Facebook Page from 27/10/2016.
27. Entrants agree that they are fully responsible for any materials they submit via the promotion including but not Photographs, comments and Photograph captions ("**Content**"). The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove or decline to publish any Content without notice for any reason whatsoever. Entrants warrant and agree that:
  - (a) they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication;
  - (b) their Content shall not contain viruses or cause injury or harm to any person or entity;
  - (c) they will obtain prior consent from any person or from the owner(s) of any property that appears in their Content;
  - (d) the Content is the original work of the entrant that does not infringe the rights of any third party;
  - (e) they consent to any use of the Content which may otherwise infringe the Content creator's/creators' moral rights pursuant to the *Copyright Act 1968* (Cth) and warrant that they have the full authority to grant these rights; and
  - (f) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.

Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.

28. As a condition of entering this promotion, each entrant licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (which shall include Content) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.

29. 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.
30. 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.
31. Any cost associated with accessing the Shedd Australia App, and Shedd Australia Facebook Page are the entrant's responsibility and is dependent on the Internet service provider used.
32. 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.
33. 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 ("**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.
34. 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 variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) taking/use of a prize.
35. As a condition of accepting the Major Prize, the Major Prize winner may be required to sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form. In the event the Major Prize winner is under the age of 18, a nominated parent/legal guardian of such person will be required to sign the legal documentation required under this clause on their behalf.

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.facebook.com/shedd\\_australia](http://www.facebook.com/shedd_australia)

36. 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.
37. Entry and continued participation in the promotion is dependent on entrants following and acting in accordance with the Facebook Statement of Rights and Responsibilities (which can be viewed at [www.facebook.com/terms.php](http://www.facebook.com/terms.php)) and the Instagram Terms of Use (which can be viewed at <http://instagram.com/about/legal/terms/>).
38. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram. Entrants understand that they are providing their information to the Promoter and not to Facebook or Instagram. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Facebook or Instagram. Facebook and Instagram will not be liable for any loss or damage or personal injury which is suffered or sustained by an entrant, as a result of participating in the promotion (including taking/use of a prize), except for any liability which cannot be excluded by law.
39. The Promoter is Adhesive PR of Surry Hills NSW 2010, Australia