

Eleven In Salon Love Competition: Terms and Conditions (Official Rules)

ELIGIBILITY

1. This competition (Competition) is being run by ELEVEN Australia Pty Ltd (Promoter). The Promoter is part of the ELEVEN Australia Group (Group or ELEVEN). ELEVEN does not accept any responsibility for late, lost or misdirected entries of submissions. Upon submission all entries will become the property of the Group and will be freely available for ELEVEN to publish/distribute in any mediums (with limitation) as determined by the Group.
2. To eligible to win the prize you must be an Eligible Entrant, which means you meet all of the following:
 - a. You operate a salon which is an authorised ELEVEN Australia salon selling ELEVEN Australia product to the public;
 - b. You have published a photo or video on your official salon Instagram account of your ELEVEN Australia fully stocked product display and you have used the hash tag #eleveninsalonlove in your image or video caption post
 - d. You are not an employee of the Promoter or any of its related corporations or any of their agencies associated with Competition or you are not a spouse, de-facto spouse, parent, child or sibling (whether full, half, step or by adoption of such an employee)
 - e. You have published your photo or video within the allocated competition time period as stated by the Promoter
3. The Competition is void in jurisdiction, where the holding of a competition such as this is prohibited by law or restricted by law or regulations. By entering the competition, that is by being an Eligible Entrant each participant agrees to be bound by these Official Rules and the decisions of the Promoter in the application of these Official Rules and/or the judges are final and binding in all respects.

DISCLAIMER

4. The Group and each of its companies, subsidiaries, affiliates, directors, officers, professional advisors, employees and agencies will not be responsible for:
 - a. Any late, lost, or distorted entries :
 - b. Telephone, electronic, hardware, software, network, Internet or other computer or communications related malfunctions or failures effecting an entry;
 - c. Any competition disruptions such as injuries, losses or damages caused by events beyond the control of the Group; or
 - d. Any printing, typographical errors in any materials associated with your entry or the Competition. .

HOW TO ENTER

5. Entry to the competition is submitted by posting a photo or video of the salon's fully stocked ELEVEN Australia product display on the

salon's official Instagram account and tagging #eleveninsalonlove in the caption during the allocated Competition time period.

6. To be eligible, the salon account must be set to public in order for ELEVEN Australia to see their submission.

7. Salons are welcomed to enter multiple times during the Competition Period.

8. The ELEVEN Australia marketing team will select one finalist each month over a 12-month period. The salon winner from each month will receive a "Winner Best ELEVEN Australia In Salon Love" window decal.

9. The 12 finalists and their entries will go into the draw in December 2020 and be showcased via Instagram Stories. The ELEVEN Australia social media community will vote for their favourite salon display and the salon display with the most votes will win. Each Eligible Entrant accepts that the determination of the number of votes via Instagram is out of the Promoter's control and each Eligible Entrant will not challenge the announcement by the Promoter of the winner of this competition.

10.. The Promoter takes no responsibility for any delays or failures in any telecommunications service or equipment.

11. Any costs associated incurred by an Eligible Entrant are the responsibility of the person making the entry.

12. Eligible Entrants must make their Internet entries manually by accessing Instagram. The Promoter may reject Internet entries if it reasonably forms the opinion that they have been entered using automated entry means or by use of a third party competition entry service.

13. All entrants must read and agree to these Official Rules as part of the Competition entry process and each and every Eligible Entrant agrees to be bound by these Official Rules

COMPETITION PERIOD

14. The competition starts on Wednesday 22 January 2020 at 5.00pm AEDT (Australian Eastern Daylight Time) (the Commencement Date) and ends on Thursday 10 December 2020 at 11.59pm AEDT and the period between these dates will be known as the competition period (Competition Period).

15. All entries are to be submitted electronically via Instagram using the hash tag #eleveninsalonlove and any received outside of the Competition Period will be not considered.

16. One Eligible Entrant will win AU\$5,000.

17. The representing business consultant of the winning salon (Eligible Entrant) will also win AU\$5,000. If the business consultant leaves their distributorship during the Competition Period, the allocated prize money will go to the Distributor. It will be at the Distributor's discretion to decide who receives the money.

18. The Eligible Entrant must receive the prize by Electronic Funds Transfer (EFT). Where an Eligible Entrant does not have the means to receive the prize in Australian dollars, the Promoter will convert the amount of AU\$5,000 into a nominated currency and either send the

equivalent funds electronically into the account nominated by the winner in the amount determined by the exchange rate applied by the relevant financial institution used by the Promoter, where such a facility is available from the banks used by the Promoter. Each Eligible Entrant enters the Competition on the understanding that the Promoter will only provide the prize of AU\$5,000 (or equivalent currency) by EFT to one winner to the bank account advised by the winner.

19. The prize money is not transferrable and cannot be redeemed or exchanged for any other form.

JUDGING AND SELECTION OF COMPETITION WINNER

20. The ELEVEN Australia marketing team will choose one (1) monthly winner and notify the winner via Instagram Messenger.

21. The 12 finalists (one from each month from January 2020 until December 2020) will go into the final draw in December 2020 and be showcased via Instagram Stories. The ELEVEN Australia social media community will vote for their favourite salon display via Instagram Stories. The finalist with the most votes will win.

22. Selection of the monthly winner will be based on a combination of factors determined by the ELEVEN Australia the time of assessing entries, factors such as, but limited to, originality, creativity and appropriateness of the content.

23. All entries to the Competition may be subject to verification by the Promoter to ensure that they have been entered by an Eligible Entrant. An entrant MUST deliver to the Promoter (by means determined by the Promoter) copies of any documents the Promoter may request establishing eligibility to enter or win including evidence of age, residence or identification of Instagram account. The Promoter may make one or more requests for such documents. Once the documents have been requested by the Promoter, an entrant must deliver requested copies within 7 days of being asked to do so. At the Promoter's requests, an entrant MUST also, within 7 days of being asked, allow the Promoter to inspect and copy the original of any such document.

24. The Promoter may, at its absolute discretion, declare any entry received invalid if the entrant:

- a. Fails to establish their entitlement to enter the Competition to the Promoter's reasonable satisfaction; or
- b. Fails to produce items as required above; or
- c. In the Promoter's reasonable opinion, tampers with the entry process or benefits from such tampering; or
- d. In the Promoter's reasonable opinion, submits an entry, which is not in accordance with these conditions.

25. By entering the Competition, you consent to the Group's use of your entry, all information submitted by you (including your personal information), such as name and biographical information in connection with the Competition for advertising, marketing and

publicity purposes, in any and all media now or hereinafter invented, throughout the world in perpetuity. You are informed that the personal data collected in connection with the Competition will be collected by the Group's servers and computer systems, and such as collection will therefore be subject to applicable Australian laws, including privacy laws. You may also withdraw your personal data upon request, however you will be disqualified as an entrant in the Competition if you withdraw your personal data prior to the determination and fulfilment of the prizes. For the Promoter's full Privacy Policy please see <http://elevenaustralia.com>.

26. Without limiting any other rights, the Promoter has the right to, in the Promoter's sole discretion, reject or remove from the Competition any entry that, in the Promoter's sole discretion, violates these Official Rules, any applicable Promoter policy, any applicable laws, or is any way harmful or objectionable.

27. Promoter also reserves the right to disqualify any entrant or entry at the Promoter's sole discretion.

28. No correspondence shall be entered into and the decision of the Promoter shall be final.

29. Once the prize money has been accepted and transferred into the nominated bank account of the winning salon, it is at the salon owner's discretion to determine who the prize receiver will be.

ELEVEN Australia will take no part in this decision.

ANNOUNCEMENT OF WINNER

30. The 12 finalists will be announced on ELEVEN Australia Instagram Stories on Friday 11 December 2020 and voting will be opened until Saturday 12 December 2020.

31. The name of the winning salon as selected by the ELEVEN Australia social media community will be notified via Instagram Messenger on Monday 14 December 2020. The winning salon must provide confirmation via email that they have received the notification from ELEVEN Australia that they have been selected as the winner. It is the winner's obligation to then notify ELEVEN Australia of the nominated bank account, where it wishes the funds to be sent to. It is the responsibility of the winner if they live outside of Australia to make arrangements for the receipts of the \$AU5,000 (or equivalent amount in a local currency) into a bank account by EFT. The winner will have 5 days, from when ELEVEN Australia send the notification, to confirm by email that they accept the prize and provide the nominated bank account details into which the prize money is to be transferred. ELEVEN Australia is responsible for only sending the funds to the nominated account and the winner is responsible for any fees or charges (whatsoever) that may be charged by the financial institution that operates the nominated bank account advised by the winner. ELEVEN Australia is deemed to have given the prize once the funds have been dispatched from the ELEVEN Australia bank account to the nominated bank account advised by the winner.

32. The winning salon will be notified once ELEVEN Australia has confirmed their prize with the business consultant's representing Distributor. If the business consultant leaves their distributorship during the Competition Period, the allocated prize money will go to the Distributor. It will be at the Distributor's discretion to decide who receives the money.

33. If any reason the selected winner does not provide the required bank account details within the times stated in condition 22, then the winner shall be treated as having declined to accept the prize. In this situation, it is in the Promoter's sole discretion to select another entry from another Eligible Entrant from the 12 finalists selected as the winner.

COPYRIGHT

34. Each entrant warrants that any material supplied by them for this competition is free of any legal claim and indemnifies the Group and its subsidiaries against the same. ELEVEN Australia may at its own discretion remove or delete (or both) any material submitted by an entrant at any time.

GENERAL

35. Winners are solely responsible for the payment of any taxes that may arise as a result of accepting the prize, and all other expenses or costs relating to the prize, not expressly set forth above. Other than as set out in these Official Rules, prizes cannot be transferred or substituted and must be accepted as awarded. The prize will be awarded to salon as deemed the most creative by the ELEVEN Australia social media community. Once the prize has been awarded to the winning salon, ELEVEN Australia will take no part in any decisions once the money has been awarded and transferred to the winning salon.

36. These Official Rules and any disputes relating in any way to the Competition shall be governed exclusively by the laws of the State of Victoria, Australia, without regarding to principles of conflicts of law.

By participating, each entrant further agrees that:

a. Any and all disputes, claims and causes of action arising out of or in connection with the Competition, or any prizes awarded, shall be resolved individually without resort to any form of class action;

b. Any claims, judgements and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Competition, but in no event lawyer's/attorney's fees;

c. Under no circumstances will any entrant be permitted to obtain any award for, and each entrant hereby waives all rights to claim, punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for actual out-of-pocket expenses.

37. The Competition is in no way sponsored, endorsed, administered by, or associated with, Instagram. By entering the Competition, each entrant releases Instagram from any and all liability to the entrant arising in any way from the conduct of the Competition. All information provided by an entrant in an Eligible Entry is at all times subject to Instagram's terms of use and nothing in these Official Rules changes this.