

Marc Daniels Blue Cypress Blonde Promotion TERMS & CONDITIONS

1. Information and instructions on how to enter and prizes form part of these Terms and Conditions. By participating in this promotion, entrants accept these Terms and Conditions. Nothing in these conditions restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).
2. Entry is only open to Australian residents. Directors, management and employees of the Promoter, its retailers, suppliers and associated companies and agencies as well as the immediate families of each of these people are prohibited from entering this competition.
3. The promotion starts at 8:00am AEST on 15/05/2013 and finishes at 11:59pm AEST on 22/05/2013 (Promotion Period). All entries must be received by the Promoter during the Promotion Period. All entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission by the entrant.
4. To enter, during the Promotion Period, entrants must email their full name, postal address and phone number to promotions@marcdaniels.com.au and answer the following question in 25 words or less: "Why do you need a Marc Daniels Blue Cypress Blonde hair care pack?" (Skill Question).
5. This is a game of skill and chance plays no part in determining the winners. Each valid entry will be individually judged based on creative merit, originality and initiative shown in their answer to the Skill Question. Judging will take place at Lenan Corporation at 9/57 Mortimer Road, Acacia Ridge QLD 4110 on 24th May 2013. Winners will be judged based on the creativity of their answer to the Skill Question. The 10 (ten) entries deemed to be the best submissions will each win the Prize. Each entrant may win one prize only.
6. There is a limit of one entry per person. Each entry must be the original work of the entrant. Incomplete, indecipherable or illegible entries will be deemed invalid.
7. The Prize is Marc Daniels Blue Cypress Blonde hair care pack valued at \$77.95. Each hamper includes 1x Marc Daniels Blue Cypress Blonde Shampoo 300ml, 1x Marc Daniels Blue Cypress Blonde Conditioner 300ml, 1x Marc Daniels Blue Cypress Blonde Leave-In Toner 150ml, 1x Marc Daniels Blue Cypress Blonde Serum 50ml, and 1x Marc Daniels Blue Cypress Blonde Lightening Kit. There are ten (10) prizes to be won. Total prize pool is valued at \$779.50.
8. Winners will be notified via email within 14 days of judging the winner. The Promoters' decision in relation to all aspects of the promotion is final and no correspondence will be entered into.
9. Prizes may be transferred from the prize winner to another person at the discretion of the Promoter. Prizes are not redeemable for cash or any other goods or services nor can they be re-sold or taken in parts. The Promoter accepts no responsibility for any variation in the value, performance, or availability of any prize. The Promoter reserves the right to amend or substitute the advertised prize for a prize of equivalent or greater

retail value if, for any reason beyond the Promoter's control, the Promoter is not able to give the prize-winner the advertised prize.

10. 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). Proof considered suitable for verification is at the Promoter's discretion.
11. The Promoter reserves the right, at any time and in its sole discretion, to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with or benefits from any tampering with the entry process or the operation of the promotion or acts in violation of these Terms and Conditions or acts in a dishonest or disruptive manner.
12. The Promoter accepts no responsibility for any 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 is not liable for any consequences of user error including (without limitation) costs incurred.
13. Each entrant is responsible for the entry they submit and responsible for paying for the costs associated with entering the promotion and accessing the website.
14. 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, the Promoter reserves the right, in its sole discretion: (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
15. If a winning entry is deemed not to comply with these Terms and Conditions, the entry will be discarded. The entry judged to be the next best will win the prize.
16. Once any prize has left the Promoter's/supplier's premises, the Promoter and its agencies and companies associated with the promotion will not be responsible for any delay in delivery, loss or damage to the prize.
17. The Promoter and its related companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage or personal injury which is suffered or sustained (whether or not arising from any person's negligence) in connection with this promotion or accepting or using any prize (including, but not limited to, where arising out of the following: (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; or (d) any tax liability incurred by a winner. If for any reason any aspect of this promotion is not capable of running as planned, including by reason of infection by computer virus, mobile network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any cause beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this promotion, the Promoter may in its sole discretion cancel, terminate, modify or suspend the promotion, or invalidate any affected entries.

18. Entrants' personal information ("PI") will be collected to enable the Promoter and its agencies to administer and promote this competition and its winners. The PI of the winners may be provided to third parties assisting in the conduct of the promotion, including prize suppliers and deliverers. If the PI requested is not provided, the entrant may not participate in the promotion. By entering this promotion the entrant consents to the use of their PI as described. If an entrant does not truthfully provide all requested PI, the Promoter may determine the entrant is not eligible to win a prize.
19. The Promoter is Lenan Corporation Pty Ltd (ABN 56 054 854 027) of 9/57 Mortimer Road, Acacia Ridge QLD 4110.