

## Terms and Conditions

## TRIUMPH'S 2019 SPIN TO WIN CAMPAIGN

## **Terms and Conditions**

- 1. Redemption of SPIN TO WIN discount, defined below, in Triumph's "DECEMBER 2019 SPIN TO WIN CAMPAIGN" (Promotion), is deemed acceptance of these terms and conditions.
- 2. The promoter is Triumph International (Australia) Pty Ltd AU/NZ ABN 30 009 664 831 of 30-32 North Road, Wynnum West, QLD 4178. 1800 777 208 (Promoter).

### PROMOTIONAL PERIOD

3. The Promotion commences at 9:00 AM AEDT on 19th December 2019 and closes at 11:59 PM AEDT on 22nd December 2019 (Promotional Period).

#### **OFFER**

- 4. The Triumph SPIN TO WIN discount will be available during the Promotional Period the online Triumph stores at <a href="mailto:au.triumph.com">au.triumph.com</a> (Website).
- 5. Any customer who meets the eligibility criteria for a Claimant (defined below) may obtain and redeem a SPIN TO WIN discount online during the Promotional Period. Each SPIN TO WIN will specify a discount amount of either:
- a. free standard shipping
- b. free express shipping
- c. \$20 voucher
- d. 30% off sport
- e. 25% off bras; or
- f. 20% off briefs

to be used on any single purchase of in-stock merchandise during the Promotional Period (Eligible Purchase). Excluding the free shipping and offers - discount and vouchers do not apply to shipping and handling charges for online purchases. (Offer)

# **HOW TO REDEEM**

- 6. The Promotion is only open to residents of Australia (Claimants).
- 7. The employees of the Promoter (and their immediate families), or their related bodies corporate, are not eligible to redeem the SPIN TO WIN discount.
- 8. To obtain and redeem a SPIN TO WIN discount, a Claimant must during the Promotional Period:

- a) go to either au.triumph.com
- b) request to SPIN TO WIN by clicking on the relevant link on the Website;
- c) use the SPIN TO WIN discount when making an Eligible Purchase (defined below) by click on the SPIN TO WIN promotional image, displayed on the Website to SPIN TO WIN a discount (Online Code) and enter the Online Code in the area provided on the Website check-out page (Redemption).
- 9. Total prize pool value is approximately \$5,000.
- 10. Redemption is not valid on sloggi branded products or for any other discounted or specially marked "sale" Triumph products. SPIN TO WIN discounts are not redeemable for cash, are non-transferable and cannot be replaced if lost or stolen. Offer is void if SPIN TO WIN discounts are altered, copied, transferred or sold through any on-line auction. The Offer is not valid on previous sales or purchases. The Promoter is not responsible for any failure or inability on the part of any Claimant to redeem a SPIN TO WIN discount.
- 11. It is the responsibility of each Claimant to ensure they comply with these terms and conditions. The Promoter reserves the right, at any time to verify the eligibility of Claimants and to disqualify any Claimant who is not eligible to Redeem a SPIN TO WIN discount or who tampers with the Redemption process, including through the use of fake SPIN TO WIN discount cards or hacking of the Website.
- 12. The Promoter's decision on all aspects of this Promotion is final and no discussion will be entered into. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 13. All SPIN TO WIN discounts will be distributed and honoured during the promotional period.
- 14. All validly Redeemed SPIN TO WIN discounts will be honoured notwithstanding the advertised prize pool has been exceeded, unless otherwise due to fraud or ineligibility under these terms and conditions.
- 15. If for any reason whatsoever beyond the reasonable control of the Promoter, the Promotion is not capable of being conducted as reasonably anticipated, the Promoter reserves the right, in its sole discretion, unless to do so would be prohibited by law, to (a) disqualify any Claimant; and/or (b) subject to any written directions from a regulatory authority, to cancel, suspend, modify, terminate or cancel the Promotion.
- 16. If a Claimant is under the age of 18 years, the Offer will be available to the Claimant's nominated parent or guardian and the SPIN TO WIN discount may be redeemed by the Claimant's nominated parent or guardian on the Claimant's behalf.
- 17. Nothing in these terms and conditions limits, excludes or modifies or purports to limit, exclude or modify any statutory consumer guarantees (including those provided under the Competition and Consumer Act (2010)) or any implied condition or warranty the exclusion of which from these terms and conditions would contravene any statute or cause any part of these terms and conditions to be void (Non-Excludable Guarantees). Subject to the limitations in the preceding sentence, the Promoter excludes from these terms and conditions all conditions, warranties and terms implied by statute, general law or custom. Except for liability in relation to a Non Excludable Guarantee, the Promoter (including its officers, employees and agents) excludes all liability whether arising in tort

(including without limitation negligence), contract or otherwise, for any personal injury or any other loss or damage (including without limitation loss of opportunity or loss of profits); whether direct, indirect, special or consequential, arising in any way out of the Promotion, including, without limitation, 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 SPIN TO WIN discount that is lost, altered, damaged or misused due to any reason beyond the reasonable control of the Promoter; (d) any tax implications; (e) the SPIN TO WIN discount or use of a SPIN TO WIN discount.

18. Authorised under NSW Permit: LTPS/19/40991