

Terms and Conditions

TISSOT CRACK THE CODE

General

1. "Tissot Crack the Code" is a competition giving an opportunity to win a TISSOT watch by cracking the code of a Tissot safe (the "Competition"). Information on how to enter the Competition and to win prizes form part of these Terms and Conditions (the "T&C") which can be found here:

<https://www.tissotcrackthecode.com.au>

2. Entry into this Competition deems acceptance of these T&C.

3. To the extent of any inconsistency between these T&C and any other reference to this Competition, these T&C prevail.

4. The Promoter of this Competition is The Swatch Group (Australia) Pty. Ltd., Division Tissot, 1601 Malvern Rd, Glen Iris, 3146 VIC (ABN 20 004 287 110) (the "Promoter").

Website

5. Participation is only possible through the following website:

<https://www.tissotcrackthecode.com.au> (the "Website").

The Website is as an entry mechanism for participants, which generates a 4-digit code once entrants have submitted the required information.

Who Can Enter

6. Entry is open to residents of South Australia except employees and immediate families of the Promoter, associated companies and agencies and participating outlets. Immediate family means any of the following: spouse, ex-spouse, defacto 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 1st cousin (the "Entrant" or the "Entrants").

7. All Entrants under the age of 18 must obtain the prior permission of their legal parent or guardian over the age of 18 to enter. The parent or guardian of the entrant must read and consent to all T&C. The parent or guardian may be called to verify consent and may be required to sign a release at the discretion of the Promoter. The release will require the winner's legal parent or guardian to accept responsibility for the acts and forbearances of the winner. The release will include the full name, address and telephone number of the winner's legal parent or guardian. Failure to provide such proof, particulars or releases will immediately invalidate the winner's entitlement to the prize, subject to State jurisdictions.

8. Inaudible, incomprehensible, illegible, and incomplete entries will be deemed invalid.

How to Enter

9. To enter the Competition, below are the various mechanisms:

- i. Entry via QR code scanning in store on the Tissot safe. Each Tissot safe includes a printed QR code whereby participants can scan this via own mobile devices, diverting Entrant directly to the Website.
- ii. Entry via QR code scanning on various marketing materials. Various Tissot marketing material include a printed QR code whereby participants can scan this via own mobile devices, diverting Entrant directly to the Website.
- iii. Entry via Electronic Direct Mail from Promoter. Promoter will distribute Electronic Direct Mail to existing database/s, generating awareness around the Tissot Crack the Code Competition. The email will include a direct link to the Website.
- iv. Entry via social media. Tissot Crack the Code competition is promoted on various social media platforms including Facebook and Instagram. The Promoter will run social media campaigns to generate awareness around the activation. Each Social Media Campaign will include a direct link to the Website.

10. In order to participate, Entrants **must** provide proof of entry to retail member/s in-store, including email with their unique 4-digit code, and identification (Driver's License or Passport) prior to play.

v.

vi.

11. Where an Entrant has connected to the Website, the following steps occur:

- (a) Entrant will be required to fill out the entry form, submitting First Name, Last Name, E-mail Address, postcode and choose participating store. A unique 4-digit generated code will be sent to Entrant's personal email address
- (b) Entrant to visit the selected store (except for entry via QR code scanning in store on the Tissot safe).
- (c) Entrant must provide proof of entry (Email Entry Form) to retail member in-store prior to play.
- (d) Attempt cracking the code with the 4-digit generated code, exactly as recorded on the registration form (Example - if the entrant's number is recorded as 1-2-3-4 on the email registration form, then they must enter 1-2-3-4* on the Tissot safe). If the code cracks open the Tissot safe (in the correct order), they will be eligible to win the Tissot watch inside.

12. An individual Entrant may only participate **once** in the Competition and in only **one** store. An individual Entrant can only use **one** email address at any given time. Multiple email address and entries per individual Entrant will not be accepted and the Entrant will be excluded from the participation in the Competition.

13. Participating stores in Adelaide:

- Mazzucchelli's, Rundle Mall, 71 Rundle Mall
- Mazzucchelli's, Westfield Marion, 297 Diagonal Road, Oaklands

How to Win

14. In order to win the Tissot watch inside the Tissot safe, the entrant must record the winning 4-digit code (as in your received email), then unlock and open the Tissot safe only by means of entering that winning number into the keypad.

1. The prize will not be awarded as a result of opening the safe or lock due to tampering, malfunction, damage, physical force, errors in the programming or administration of the Contest, or any means other than by entering the predetermined winning number into the key pad.
2. The 4-digit code recorded by the entrant in the official registration binder and entered by that contestant into the key pad on the Tissot safe must exactly match the predetermined prize winning 4-digit code that is contained in the Tissot Crack the Code email, the Entrant has received.

15. In the event the Tissot Safe is successfully unlocked and Tissot watch is awarded, a new Tissot watch will replace it and a new 4-digit code for this store generated. In the event of multiple winning entries, this process would repeat in each participating store.

Prize on offer

16. With the presentation of the email featuring the 4-digit winning code, and accompanied by suitable Personal ID such as Drivers License or Passport, Entrant will win a Tissot Watch with total prize value up to \$1,000 RRP (incl. GST). Prize will be handed to winning code Entrant in-store, on day of cracking the code.

Open, Close, Draw and Publish dates

17. Unless indicated otherwise, entry opens at 9:00 on 08/08/20 and closes at 11.59pm on 06/09/20.

Further Terms and Conditions

1. Any Entrant found to have used a third party to enter on their behalf will have all entries invalidated and any claim they have to any prize will be invalidated. If such an Entrant is awarded a prize and then found to have breached this clause, the Entrant must immediately return any prize awarded. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the Entrant has breached this clause. An Entrant must provide any requested documentation to the Promoter upon request. The Promoter reserves the right to disqualify any Entrant who provides false information or who seeks to gain an unfair advantage or to manipulate this Competition.
2. Any Entrant found to be entering incorrect contact details, including incorrect email contact details, will have all entries invalidated and any claim to any prize will be invalidated. If such an Entrant is awarded a prize and then found to have breached this clause, the Entrant must immediately return any prize awarded. The Promoter has sole discretion to determine if this clause has been breached by any Entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the Entrant has breached this clause. An Entrant must provide any requested documentation to the Promoter upon request.
3. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State and Territory legislation. Cash will not necessarily be awarded as a substitute. It is a condition of accepting the prize that the Winner must comply with all the conditions of use of the prize and prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a Winner is unable to use the prize as stated.
4. The Promoter reserves the right to request Winners to sign a winner's deed of release (and indemnification) or any other relevant forms or agreements that the Promoter deems necessary, to provide proof of identity, proof of age, proof of residency at the nominated prize delivery

address and/or proof of entry validity (including phone bill) in order to claim a prize. Proof of identification, residency, age and entry considered suitable for verification is at the discretion of the Promoter. In the event that a Winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.

5. The Promoter reserves the right to conduct a redraw in the event that an Entrant, claiming to be a winner, is unable to satisfy these Rules or has breached these Rules.
6. The Promoter's decision in relation to any aspect of the Competition is subject to State and Territory legislation but also final and binding on each person who enters. No correspondence will be entered into. No responsibility is accepted for late, lost or misdirected entries.
7. The right to claim the prize may not be transferred to anyone else. Prizes are subject to availability, not transferable or exchangeable and, with the exception of cash prizes, cannot be taken as cash.
8. Any decisions by the Promoter regarding the Competition are final and no correspondence will be entered into.

Privacy Collection statement

9. By entering this Competition, the Promoter will collect the personal information the Entrant will have to provide in order to participate. If an Entrant wins the Competition (the "Winner"), the Promoter may collect further information from the Winner. The Promoter may also be required by gaming and lottery legislation to collect some of the personal information. If the Promoter does not collect some or all of this information, the Promoter may not be able to allow entering into the Competition or to provide the prize to the Winner.
10. The Promoter collects this information to administer the Competition and fulfil the prize, and promote and market products and services of itself and its partners. The Promoter may also use the personal information to conduct research and to plan and develop its product and marketing strategies.
11. The Promoter may disclose Entrant's personal information to:
 - i. entities who assist the Promoter in administering the competition and fulfilling the prize, and other prize suppliers and deliverers;
 - ii. marketing, research, and communications agencies;
 - iii. the Promoter's Partner Mazzucchelli's (The Jewellery Group), Mazzucchelli's, Rundle Mall, 71 Rundle Mall, Adelaide, Mazzucchelli's, Shop 1060/61 Westfield Shopping Centre, Level 1/297 Diagonal Rd, Oaklands Park, who will use and disclose it for similar purposes and subject to its privacy policies;
 - iv. the authorities responsible for the regulation of gaming and lotteries and other government agencies, where applicable;
 - v. other parties where required by law.
12. By submitting an entry into this Competition Entrants consent to receive promotional and other marketing communications from the Promoter (including messages sent electronically for an unlimited period of time). Entrants will be able to opt-out at any time by following the instructions included in each communication sent by the Promoter.
13. The Competition Winners' names may also be published as and/or required by relevant gaming and lottery legislation.
14. The Promoter will handle your personal information in accordance with its Privacy Policy available at <https://www.tissotwatches.com/en-au/privacy-notice.html>. You may request access and/or to update, correct or delete your personal information or lodge a complaint about a privacy breach by writing to The Swatch Group (Australia) Pty. Ltd., Division Tissot, at 1602 Malvern Road, Glen Iris, VIC 3146, Australia (ABN 20 004 287 110).
15. If an Entrant does not wish to receive marketing or research communications from the Promoter or for the Promoter to provide Entrant's personal information to the Partner, the Entrant is required to contact the Promoter on 03 8844 3300 or at Tissot.Support@swatchgroup.com.au

Copyright, Statutory guarantees, Waiver and liability, Applicable Law and Jurisdiction

16. All entries and any copyright subsisting in the entries become and remain the property of the Promoter who may publish or cause to be published any of the entries received.
17. In participating in the prizes, the Winners agree to participate and co-operate as required in all editorial activities relating to the Competition, including but not limited to being interviewed and photographed. The Winners agree to granting the Promoter a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide, including online social networking sites, and the Winners will not be entitled to any fee for such use.
18. Winners are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of that prize.
19. The Promoter (subject to State and Territory legislation) reserves the right to amend the Rules and to modify, suspend, or terminate the Competition at any time. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this competition. In particular, computer generated entries and the use "scripting" is not permitted and will not be accepted.
20. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
21. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth), as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ('**Non-Excludable Guarantees**').
22. 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 Rules; (e) any tax liability incurred by a Winner or Entrant; or (f) use of a prize The Promoter (including its' officers, employees and agents) excludes all liability for any loss (including, without limitation, indirect, special or consequential loss or loss of profits or opportunity), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this Competition including taking or using a prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law), including the Non-Excludable guarantees. Any change in value of the prize occurring between the publishing date and date the prize is claimed is not the responsibility of the Promoter.
23. The Rules are governed by and will be construed in accordance with Australian law and any local laws applicable at Promoter's registered office. In the event of any disputes that cannot be settled amicably, the parties submit exclusively to the court of competent jurisdiction at the place of Promoter's registered office.
24. If you have any questions about the Competition or if you object to having your personal details used as specified above, please contact Promoter at Tissot.Support@swatchgroup.com.au