<u>Get rid of your chocolate smile with HiSmile - Win a HiSmile Pack when you</u> <u>purchase a 3 day workshop pass on Good Friday, Easter Saturday, Easter Sunday</u> <u>or Easter Monday 2024 - Terms and Conditions</u>

| Promoter | Aussie Dance Tour Pty Ltd ACN 666 477 836 |
|------------------------|--|
| Competition | 12.01 am on Good Friday, 29/03/2024, to 11.59 pm on Easter |
| Period | Monday, 1/04/2024 – Brisbane time. |
| Who can enter? | Residents of Australia who purchase a ticket to attend (or for their child to attend) the dance festival conducted by the Promoter at Carrara on the Gold Coast in the State of Queensland between 10 April 2024 and 13 April 2024. |
| Who cannot enter? | Directors, officers, management and employees (and their immediate families) of: a. the Promoter; and b. the agencies, companies, contractors or participating premises associated with the dance festival to be conducted by the Promoter at Carrara on the Gold Coast in the State of Queensland between 10 April 2024 and 13 April 2024. |
| Qualifying Purchase | A condition precedent to entering this promotion is that the Entrant must have purchased a 3 day workshop pass / ticket to attend the dance festival to be conducted by the Promoter at Carrara on the Gold Coast in the State of Queensland between 10 April 2024 and 13 April 2024. For the avoidance of doubt, a Qualifying Purchase can only be made during the Competition Period. |
| Entry instructions | You must, during the Competition Period. You must, during the Competition Period: a. purchase a ticket to attend the dance festival to be conducted by the Promoter at Carrara on the Gold Coast in the State of Queensland between 10 April 2024 and 13 April 2024 ("Qualifying Purchase"); b. correctly complete all the information/fields required to make a Qualifying Purchase; c. retain your purchase receipt in respect to the Qualifying Purchase. |

| | Your purchase receipt must clearly identify the Qualifying Purchase was made, the product/s purchased (which must be a Qualifying Purchase) and the date of purchase (which must be during the Competition Period before you submitted your claim/entry). |
|--|---|
| | The Promoter is not responsible if your mobile device/desktop is not sufficiently capable of making a Qualifying Purchase. |
| | All prize claims will be verified by the Promoter (Verification). |
| | There will be two (2) winners determined in respect of this competition. |
| How many winners | The major prize draw will be held at 11.00 am (Brisbane Time) on Tuesday, 02/04/2024 at 28 Jarvis Place, Arundel, Gold Coast. |
| will there be and how will they be chosen? | The first two (2) valid entries drawn randomly from the entries received during the Competition Period will win the major prize. |
| | The Promoter may draw additional reserve entries and record them in order in case the winning entry/entrant is deemed invalid or the major prize is unclaimed (Reserve Entrants). |
| | The major prize – there are two (2) HiSmile Packs consisting of the following: |
| | HiSmile teeth whitening pap+ toothpaste; HiSmile tooth brush; HiSmile teeth whitening pap+ powder; |
| | HiSmile teeth whitening pap+ pen; HiSmile Glostik – tooth gloss; |
| What can I win? | HiSmile teeth whitening pap+ strips (7 applications); HiSmile smilestika – fllower pack – temporary tooth tattoo; |
| | HiSmile blue raspberry toothpaste;HiSmile red velvet toothpaste; |
| | HiSmile Wonka chocolate toothpaste; |
| | HiSmile smooth mint toothpaste; HiSmile sequille to athrasete; |
| | HiSmile vanilla toothpaste;HiSmile banana toothpaste; |
| | HiSmile Paullie cotton candy toothpaste; |
| | HiSmile mango sorbet toothpaste; |
| | HiSmile strawberry toothpaste; |

| | HiSmile coconut whip toothpaste |
|--------------------|--|
| | • Thomme cocontit whip toothpaste |
| | The monetary value of the HiSmile products is less than \$500. |
| How many times | There is a limit of 1 major prize draw entry per Entrant. |
| can I enter? | |
| | Each entry must correspond to a separate Qualifying Purchase. |
| | The major prize winners will be notified in writing (by email) |
| | within two business days of determination. |
| How and when will | The Promoter may require the winner to provide proof of |
| the winner be | identity, proof of age and proof of residency at any time |
| informed? | nominated by the Promoter prior to delivery of the prize. The |
| | identification required must be suitable for Verification – and is |
| | at the Promoter's discretion. |
| | Unclaimed prize draw |
| | |
| | Major Prize Claim Date: 5pm (AEDT) on 24/04/2024. |
| | Us doing of agrice determinations 11 are (AEDT) on 24/04/2024 at |
| | Unclaimed prize determination: 11am (AEDT) on 24/04/2024 at |
| | 28 Jarvis Place, Arundel in the State of Queensland. |
| | If the prize or a prize has not been accepted or claimed by the |
| Unclaimed prize | Major Prize Claim Date above or if, after making all reasonable |
| draw | attempts, the Promoter cannot contact a Major Prize Winner (or |
| | a Major Prize Winner does not contact the Promoter) by the |
| | Major Prize Claim Date above, the relevant entry will be |
| | discarded and the Promoter will re-award the major prize to a |
| | Reserve Entrant and/or carry out an unclaimed major prize |
| | draw to randomly distribute the major prize. |
| | Any winner will be informed in writing (by email) within two |
| | business days of determination. |
| | If you are a winner, you (if applicable) must take part in all |
| | publicity, photography and other promotional activity as the |
| | Promoter reasonably requires, without any compensation. |
| Publicity and | You concept to the Propostor using your general and incertain |
| Collection and use | You consent to the Promoter using your name/s and image/s in |
| of your personal | any promotional or advertising activity. |
| information | The Promoter may collect your personal information directly or |
| | through its agents or contractors. The Promoter will use your |
| | personal information to conduct and manage the competition. |
| | |

| The Promoter may disclose your personal information to its |
|--|
| agents and contractors to assist in conducting this competition, |
| communicating with you or storing data. |

- 1. These Terms and Conditions incorporate and must be read together with the details outlined in the table above.
- 2. Information about prizes and how to enter forms part of these Terms and Conditions.
- 3. By participating, you (the "Entrant") accept these Terms and Conditions.

<u>Prizes</u>

- 4. Prizes and all elements of prizes must be taken as and when offered or will be forfeited, and if forfeited, the Promoter will not be liable.
- 5. Prizes are subject to any additional terms and conditions imposed by the Promoter, including, as relevant:
 - a. any requirement that any person taking the prize that is aged under 18 years old must be accompanied by their parent or guardian at all times.
- 6. The Promoter is not responsible for any dispute between you and any person with whom you choose to, or choose not to, share a prize.
- 7. The Promoter accepts no responsibility if one or more of the events or activities awarded as part of the major prize are abandoned, called off or postponed for any reason.

<u>General</u>

- 8. You agree that your use of a keypad, mouse or other device to select a button or icon or similar act or to otherwise provide the Promoter any acknowledgment or consent constitutes your electronic signature, which is equivalent to your signature in writing.
- 9. You agree that no third-party verification is necessary to validate your electronic signature.
- 10. You agree that each use of your electronic signature in connection with the Qualifying Purchase constitutes your agreement to be bound by these Terms and Conditions as they exist on the date of your electronic signature.
- 11. These Terms inure to the benefit of and are binding on the Promoter and your successors and assigns, respectively.
- 12. Any failure by you to comply with the conditions imposed by the prize supplier may result in the prize being cancelled or withdrawn without liability for the Promoter.
- 13. If you or your entry are deemed by the Promoter to breach these Terms and Conditions, your entry may be discarded.

- 14. The Promoter may, at any time, require you to produce documentation to establish to the Promoter's satisfaction the validity of your entry (including documentation establishing your identity, age, and place of residence). Failure by the Promoter to enforce any of its rights at any stage does not waive those rights.
- 15. You must not:
 - a. tamper with the entry process;
 - b. engage in any conduct that may jeopardise the fair and proper conduct of the competition;
 - c. act in a disruptive, annoying, threatening, abusive or harassing manner;
 - d. do anything that may diminish the good name or reputation of the Promoter or of the agencies or companies associated with this competition;
 - e. breach any law; or
 - f. behave in a way that is otherwise inappropriate.
- 16. The Promoter is not liable for any entry, prize claim or correspondence that is/are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted.
- 17. If any dispute arises between you and the Promoter concerning the conduct of this promotion or claiming a prize, the Promoter will take reasonable steps to consider your point of view, taking into account any facts or material you put forward, and to respond to it fairly within a reasonable time. In all other respects, the Promoter's decision in connection with all aspects of this promotion is final.
- 18. Prizes cannot be transferred.
- 19. Without limiting any other term of these Terms and Conditions, the prize (and all elements of the prize) must be taken as and when specified, or will be forfeited with no replacement.
- 20. The prize value is less than \$500.
- 21. The Promoter is not responsible for any change in prize value.
- 22. Printing and other quality control errors outside the Promoter's control will not invalidate an otherwise valid prize claim.
- 23. If this competition cannot run as planned for any reason beyond the Promoter's control, for example due to software, hardware or communications issues, unauthorised intervention, tampering, fraud or technical failure, government directives, pandemic, public health orders and the like, the Promoter may end, change, suspend or cancel the competition or disqualify affected claims/entrants, subject to any necessary approval by the state/territory gaming authorities.
- 24. The Promoter is not responsible for any tax implications arising from you winning a prize. You should seek independent financial advice. If for GST purposes this competition results in any supply being made for non-monetary consideration, you must follow the Australian Taxation Office's stated view that

where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.

25. No waiver by the Promoter of any term or condition set out in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term. Any failure by the Promoter to assert a right or provision under these Terms and Conditions shall not constitute a waiver of such right or provision.

<u>Liability</u>

- 26. Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act* 2010 (*Cth*).
- 27. Subject to the previous paragraph, the Promoter is not liable (including in negligence) for any loss (including indirect, special or consequential loss or loss of profits), expense, damage, personal injury(howsoever arising), illness or death suffered in connection with this competition or any prize, except for any liability which under statute cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).
- 28. Without limiting the previous paragraph, the Promoter is not liable for any loss of, damage to or delay in delivery of prizes. Unless otherwise specified, prizes will only be delivered to residents of Australia.
- 29. This competition is in no way sponsored, endorsed or administered by, or otherwise associated with any social media platform, including Facebook, Instagram and Twitter.
- 30. You provide your information to the Promoter as part of making a Qualifying Purchase and not to any social media platform.
- 31. You completely release any relevant social media platforms from any and all liability.
- 32. Information regarding prizes and how to enter forms part of these Terms and Conditions. By entering, entrants accept these Terms and Conditions.