

“HIPSTERVENTION GIVEAWAY” PROMOTION

TERMS AND CONDITIONS

1. Instructions on how to claim and the Gifts (defined below) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions. Offer not valid in conjunction with any other offer.
2. The promoter is BIC Australia Pty. Ltd. (ABN 88 004 304 830) of, Level 4, 574 St Kilda Road, Melbourne 3004, telephone 1800 811 087 (“**Promoter**”).
3. Claims are only open to Australian residents. Individuals from South Australia will only be eligible to submit a claim once the SA trade promotion permit is issued for the promotion – this will be included at the foot of these terms once issued.
4. Claimants under 18 years old must have parental/guardian approval to claim and further, the parent/guardian of the claimant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor submitting a claim in this promotion.
5. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to claim. Immediate family means any of the following: spouse, ex-spouse, de-facto 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.
6. Promotion commences on 3 August, 2015 at 12.00pm AEST and ends at 11.59pm AEST on 3 September, 2015 or once 2,000 valid claims are received, whichever is first to occur (“**Promotional Period**”). In respect to delivery addresses mentioned on the claim form, individuals may not specify a PO box address – any entry which specifies a PO Box address will automatically be deemed invalid. A message will be posted on the promotional website as soon as 2,000 claims have been received.
7. To submit a claim, individuals must visit <http://thehipstervention.com>, follow the prompts to the promotion claim page input the requested details and submit the fully completed claim form so it is received during the Promotional Period.
8. The Promoter reserves the right, at any time, to verify the validity of claims and claimant's (including a claimant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the claim process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. For example, if the Promoter has reason to believe that a person has submitted a claim for multiple razors, the Promoter may at its discretion invalidate all claims in excess of one (1) the Promoter reasonably believes was submitted by that person. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
9. Incomplete or indecipherable claims will be deemed invalid.
10. Only one (1) claim permitted per person and per residential/postal address. Offer is strictly limited to the first 2,000 valid claims received.
11. If there is a dispute as to the identity of a claimant, the Promoter reserves the right, in its sole discretion, to determine the identity of the claimant.
12. Successful claimants will be notified by email.
13. The Promoter's decision is final and no correspondence will be entered into.
14. The first 2,000 valid claims received will each be awarded a single men's BIC razor, the BIC Flex 3, valued at \$2 each (“**Gift**”).
15. Total Gift pool value is up to \$4,000.
16. The Promoter may at its discretion not deliver a Gift. The Promoter will dispatch the Gift to successful claimants as soon as possible and subject to Australia Post's delivery timings. The Promoter is not responsible for any delays due to Australia Post. The Promoter will not be liable for a failure of delivery of a Gift outside their reasonable control including any failure to deliver to the correct address by Australia Post.
17. If for any reason a claimant does not take or claim a Gift at or by the time stipulated by the Promoter, then the Gift will be forfeited.
18. If a Gift is unavailable, the Promoter, in its discretion, reserves the right to substitute the Gift with a reward to the equal value and/or specification, subject to any directions from a regulatory authority.
19. Gifts are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.

20. Claimants consent to the Promoter using their name, likeness, image and/or voice in the event they are a successful claimant (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
21. 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, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any claimant; or (b) subject to any directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
22. Any cost associated with accessing the promotional website is the claimant's responsibility and is dependent on the Internet service provider used. The use of any automated software or any other mechanical or electronic means that allows a claimant to automatically claim repeatedly is prohibited and will render all claims submitted by that claimant invalid or all claims in excess of one (1) submitted by that claimant invalid, as determined by the Promoter in its complete discretion.
23. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) 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 the promotion.
24. 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 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 the Gift value to that stated in these Terms and Conditions; (e) any tax liability incurred by a claimant; or (f) use of a Gift.
25. As a condition of claiming a Gift, the claimant may be required to sign any legal documentation as and in the form required by the Promoter and/or reward suppliers in their absolute discretion, including but not limited to a legal release and indemnity form. In the event a claimant is under the age of 18, a nominated parent/legal guardian of such claimant will be required to sign the legal documentation required under this clause on their behalf.
26. The Promoter collects personal information ("**PI**") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <http://au.bicworld.com/privacy-policy.html>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the claimant. The Privacy Policy also contains information about how claimants may opt out, access, update or correct their PI, how claimants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter may disclose claimant's personal information to any entity outside of Australia.

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