

Terms and Conditions – The Iconic 'Win Two \$1,000 gift cards' Competition

1. Information on how to enter and prizes form part of these conditions of entry. Entry into this competition is deemed to be acceptance of these conditions. Internet Services Australia 1 Pty Limited, Level 18, 338 Pitt Street, Sydney, NSW, 2000, Australia , ABN 50 152 631 082 is the Promoter ("Promoter").
2. The REFERRAL Contest ("Contest") is open to legal residents of Australia and New Zealand, who have reached 18 years of age as of the beginning of the Contest Period, and who are not:
 - a. an employee of; or
 - b. domiciled with an employee of; or
 - c. an immediate family member of an employee of; the Promoter or its affiliated companies, their advertising and promotional agencies.
3. No purchase is necessary. The Contest is subject in all instances to compliance with applicable law.
4. The Contest Period runs from Wednesday 12th August 2020 at 7:00am AEST to Saturday 22nd August 2020 at 11.59pm AEST ("Contest Closing Date").
5. The Contest is running across the website: comp.theiconic.com.au
6. Entrants who receive a The Iconic email invitation are herein referred to as the 'Initial Entrant'. The Initial Entrant, having received the email invitation, must ensure he/she completes all mandatory fields of the entry form, and submits the form as instructed before the Contest Closing Date. Upon successful submission of the entry form, he/she will receive a unique link that must be sent to a friend. The Initial Entrant must have the consent of the Invited Friend to send them this message. The friend invited by the Initial Entrant is herein referred to as the 'Invited Friend'.
7. The Invited Friend, having received the invitation to join the Initial Entrant in the Contest, must ensure he/she fully completes all mandatory fields of the entry form and submits as instructed before the Contest Closing Date.
8. To earn one (1) entry in the Contest, the Initial Entrant and the Invited Friend (collectively referred to as a 'Team') must have completed all the mandatory fields of their entry form and submitted them prior to the Contest Closing Date. The Initial Entrant is allowed a maximum of forty Team entries.
9. Upon successful registration as a Team, the Invited Friend will then receive their own unique link giving them the opportunity to send this to a different friend and form a new Team.

10. As a condition of entry, all entrants must opt in to receive email promotions/marketing material from The Iconic in order to go into the draw to win 2 x \$1,000 gift cards.

11. By entering the Contest, entrants agree to subscribe to The Iconic's marketing emails and consent to [The Iconic Privacy Policy](#).

12. In each scenario, the Initial Entrant and his/her Invited Friend will only be allowed to team up once. The Invited Friend must be a different person from the Initial Entrant. Any attempt or suspected attempt to team up more than once with the same person by using multiple email addresses or pen names, or any use of robotic, automatic, programmed or any entry methods not authorized by these rules, shall be deemed as tampering and will void all Entries.

13. All Entries that are incomplete, illegible, damaged, contain an erroneous phone and/or email address or do not conform to or satisfy any condition of the rules may be disqualified by the Promoter.

14. Following the conclusion of the Contest, The Iconic will draw at random Team entry from all valid entries received during the Contest Period as the winner. The draw will take place at the offices of Internet Services Australia 1 Pty Limited, Level 18, 338 Pitt Street, Sydney, NSW, 2000, Australia on Monday 24th August 2020 at 11am AEST. The winning Initial Entrant and the Invited Friend will be notified by email (to the email addresses registered with the Promoter) on the same date. The winners must claim their prize by responding via email.

15. The Promoter will publish the results and the winning Team member's names in the same medium (The Iconic's email subscriber base) as where the promotion was advertised, on or before Friday 28th August 2020.

16. The Promoter's decision is final, and no correspondence will be entered into.

17. In the event of the prize being unclaimed by Monday 23rd November 2020, further draw/s will take place to determine replacement winners. The draw will take place at the offices of Internet Services Australia 1 Pty Limited, Level 18, 338 Pitt Street, Sydney, NSW, 2000, Australia on Tuesday 24th November 2020 at 11am AEST. The replacement winners will be notified by email on the same day. The winners must claim their prize by responding via email. The Promoter will publish the unclaimed draw results and the winning Team member's names in the same medium (The Iconic's email subscriber base) as where the promotion was advertised, on or before 27 November 2020.

18. The prize is two AU\$1,000 gift cards, one each for the winning Initial Entrant and the Invited Friend.

19. Total prize pool value is AU\$2,000.

20. The prizes must be accepted as awarded and are not transferable or otherwise redeemable for cash. The odds of winning the prize depend on the number of eligible entries received. Upon acceptance

of the prize, the prize winners agree to provide reasonable cooperation to allow The Iconic to use their name and/or likeness for advertising and publicity purposes in connection with this Contest including but not limited to publication of their name and photograph on The Iconic website.

21. This Contest may be promoted through third party websites, like Facebook. Entrants must at all times comply with the terms of service for those third-party websites when using them to participate in this Contest. This Contest is in no way sponsored, endorsed or administered by, or associated with, those third-party websites.

22. Members of the Promoter who provide incorrect or fraudulent information are ineligible to participate in the promotion. The Promoter reserves the right to request at its sole discretion, appropriate photo identification or other documentation in order to confirm the entrants' eligibility to enter and claim a prize, before issuing a prize. If the documentation required by the Promoter is not received by the Promoter or its nominated agent, or the identity of the entrant has not been verified or validated to the Promoter's satisfaction, then that entrant will be deemed invalid.

23. Any costs associated with accessing the promotional website are the entrant's responsibility and are dependent on the Internet service provider used. Any contact details entered incorrectly on the website shall be deemed invalid.

24. The Promoter is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, technical problems or traffic congestion on the Internet or at any website, or any combination thereof, or any other technical failures, including but not limited to any injury or damage to participants' or any other person's computer related to or resulting from participation in or down-loading any materials in this Contest. If for any reason this Contest is not capable of running as planned (including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond the control of the Promoter, which corrupt or affect the administration security, fairness, integrity or proper conduct of this Contest, the Promoter reserves the right in its sole discretion to cancel, postpone, or amend this Contest.

25. The Promoter as well as its associated agencies and companies are not liable for any loss (including, without limitation, indirect or consequential loss), damage, personal injury or death which is suffered or sustained (including but not limited to that arising from any person's negligence) in connection with the prize or use of the prize. This excludes any liability that cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).

26. If any of the provisions of these terms and conditions are held to be invalid or unenforceable in whole or in part that part shall be severed from the remainder of the provisions and the validity of the other provisions and the remainder of the provision in question shall not be affected.

27. The Promoter collects entrants' personal information in order to conduct the promotion. If the information requested is not provided, the entrant may not participate in the promotion. By entering

the promotion, unless otherwise advised, each entrant also agrees that the Promoter may use this information and approved images (photograph and/or film recording), or disclose it to other organizations that may use it, in any media for future promotional, marketing and publicity purposes without any further reference, payment or other compensation to the entrant.

28. These terms and conditions shall be governed by the laws of Australia and any dispute shall be subject to the exclusive jurisdiction of the Australian courts.