

TRESemme New Collection Giveaway

Terms and Conditions (AUS)

1. PROMOTER

- 1.1 The Promoter is UNILEVER AUSTRALIA TRADING LIMITED (ABN 65 136 885 651) of 219 North Rocks Road, North Rocks NSW 2151 ("**Promoter**").
- 1.2 Entry into TRESemme New Collection Giveaway ("**Giveaway**") is deemed acceptance of these Terms and Conditions. Information on how to enter the Giveaway form part of these Terms and Conditions.

2. WHO CAN ENTER

- 2.1 Entry in the Giveaway is only open to Australian residents aged 16 years or older. Entrants under the age of 18 must have parent or legal guardian approval to enter. Entry excludes:
 - (a) employees, management, directors, contractors and subcontractors of the Promoter, the Promoter's related entities, and other agencies, firms or companies associated with the Giveaway;
 - (b) a spouse, de facto spouse, ex-spouse, parent, guardian, child or sibling of a person referred to in subclause 2.1(a); and
 - (c) persons who have breached the terms and conditions of any promotion or giveaway run by or on behalf of the Promoter.("Eligible Entrant").
- 2.2 The persons referred to in subclause 2.1(b) includes natural and non-natural relations (in the opinion of the Promoter) and the Promoter is responsible for determining whether a person is an Eligible Entrant in its absolute discretion.
- 2.3 The Promoter reserves the right to request the Prize Winner (as defined below) to provide proof of identity and proof of residency at the nominated prize delivery address in order to claim the Prize (as defined below). In the event the Prize Winner cannot provide suitable proof of the above, the Prize Winner will forfeit the Prize in whole and no substitute will be offered.
- 2.4 Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.
- 2.5 Any entry that is made on behalf of an Eligible Entrant by a third party will be invalid, unless the Eligible Entrant requires the assistance of a third party to enter due to a disability.
- 2.6 If there is a dispute as to the identity of an Eligible Entrant or Prize Winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the Eligible Entrant or Prize Winner.

3. WHEN TO ENTER

- 3.1 The Giveaway commences at 11:00am AEDT 3rd of November 2025 and ends at 2.00pm AEDT on 10th of November 2025 ("**Promotional Period**").
- 3.2 The Promoter accepts no responsibility for any late, lost or misdirected entries not received by the Promoter, or delays in the delivery of the entry due to technical disruptions, network congestion or for any other reason.

4. HOW TO ENTER

4.1 Eligible Entrants may enter the Giveaway during the Promotional Period by:

- (a) visiting @tresemme.anz on Instagram (located at www.instagram.com/tresemme.anz) and locating the Giveaway promotional post ("**Giveaway Post**");
- (b) tagging a friend ("**Tagged Individual**") in the comments section of the Giveaway Post; and
- (c) following @tresemme.anz on Instagram.

Bonus Entry: Eligible Entrants who complete the above steps are eligible for one (1) Bonus Entry. To receive one (1) Bonus Entry, the Eligible Entrant must share the Giveaway Post as their Instagram Story and tag @tresemme.anz.

Eligible Entrants must ensure their Instagram account privacy setting is set to public (i.e. not 'private') to be eligible for this Giveaway.

4.2 The Eligible Entrant must remain a follower of @tresemme.anz on Instagram at the time of the draw to be eligible for the Prize.

4.3 Where entry is allowed online, there is no additional cost to enter the Giveaway other than any cost paid by the Eligible Entrant to access the website or social media platform of entry via their Internet service provider. Eligible Entrants will be responsible for any and all expenses incurred in entering the Giveaway.

5. DISQUALIFICATION

5.1 The Promoter reserves the right, at any time and in its absolute and sole discretion, to disqualify any Eligible Entrant who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered or interfered with the Giveaway in any way (including but not limited to the entry process), who submits an entry that is not in accordance with these Terms and Conditions or who has, in the opinion of Promoter, engaged in conduct in entering the Giveaway which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Giveaway and/or Promoter and/or Promoter's supplier(s), or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the Giveaway.

5.2 The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

6. NUMBER OF ENTRIES PERMITTED

6.1 Each Eligible Entrant may submit an unlimited number of Eligible Entries provided that each entry must tag a unique Tagged Individual. There is a limit of one (1) Bonus Entry permitted per Eligible Entrant.

7. SELECTION

7.1 One (1) prize winner ("**Prize Winner**") will be selected by the Promoter by random draw.

7.2 The Prize Winner will be selected at random at 2.30pm AEDT on the 10th of November 2025 at Tag Offices (20 Windmill Street, Walsh Bay, NSW 2000).

7.3 The draw conductor may select additional reserve entries in case an invalid entry or entrant is drawn. The winner of a drawn prize is determined by chance.

8. PRIZE

8.1 The Prize Winner and Tagged Individual (in the winning entry) will receive a PR Package containing:

- (a) 1 x TRESemme Bond Repair+ UV Filter Shampoo
- (b) 1x TRESemme Bond Repair+ UV Filter Conditioner
- (c) 1x TRESemme Bond Repair+ UV Filter Serum
- (d) 1x Hommey Candy Striped Beach Towel
- (e) 1x Deer Ruby Pink Woven Tote Bag
- (f) 1x Cee Clear Large Cosmetics Case
- (g) 1x Frangipani Hair Clip
- (h) 1x Personalised Mailer Box

(“Prize”).

- 8.2 The Prize cannot be transferred, redeemed for cash (or any other prize) or exchanged.
- 8.3 If a Prize (or portion of a Prize) is unavailable, the Promoter reserves the right to substitute the Prize (or that portion of the Prize) to a prize of equal or greater value and specification, subject to any written directions of a regulatory authority.
- 8.4 Total prize pool value is AU\$371.94 The value of the Prize is accurate and based upon the recommended retail value of the Prize where applicable (inclusive of GST) at the date of publication. The Promoter accepts no responsibility for any variation in the value.
- 8.5 It is a condition of accepting the Prize that the Prize Winner must comply with all the conditions of use of the Prize including any and all of the Promoter or Promoter’s suppliers’ requirements, including but not limited to these Terms and Conditions.
- 8.6 If, for any reason whatsoever, the Giveaway is not capable of being run as planned, including (but not limited to) due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud or any other causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Giveaway, the Promoter reserves the right in its absolute discretion to take any action that may be available to it, subject to State and Territory regulations, including cancelling, terminating, modifying or suspending the Giveaway, or disqualifying an Eligible Entrant. Eligible Entrants will not be entitled to any compensation whatsoever from the Promoter, and the Promoter will not be liable for any damage or loss incurred as a result of the Giveaway not being run as planned.
- 8.7 If a prize is won by a person under the age of 18, the prize may be awarded to the Prize Winner’s parent or guardian and where applicable to the prize a nominated parent/guardian must accompany any person under 18 years of age.
- 8.8 To the extent permitted by law, the Prize Winner will not seek any compensation whatsoever or redress from the Promoter, and the Promoter will not be liable for such compensation or redress, if the Prize as stated (or components of the Prize) is not provided by the Promoter to the Prize Winner due to an act or omission of a third person or party, or some other cause beyond the Promoter’s reasonable control.
- 9. **NOT INCLUDED IN THE PRIZE**
- 9.1 The Promoter accepts no responsibility for any tax implications and the Eligible Entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.

10. NOTIFICATION OF PRIZE WINNER

- 10.1 The Prize Winner will be notified via direct message on Instagram within 24 hours of random draw (“**Announcement**”). The Prize Winner must confirm their email address and postal address to receive the Prize by 2.30 pm AEDT 11th of December 2025 (“**Redemption Period**”). The Prize winner will be published at <https://www.plexus.co/hubfs/TRESemmeNewCollectionGiveaway.pdf> (“**Website**”) by 17/11/25. Failure to accept the Prize within the Redemption Period on these Terms and Conditions means the Prize Winner will forfeit the Prize.
- 10.2 All reasonable attempts will be made to contact the Prize Winner.
- 10.3 If the Prize Winner chooses not to take their Prize (or is unable to), or does not take or claim a Prize within a reasonable time, as specified by the Promoter, they will forfeit the Prize and the Promoter is not obliged to offer a substitute Prize.
- 10.4 If a Prize has not been accepted or claimed by the Prize Winner by the end of the Redemption Period or if after making all reasonable attempts the Promoter is unable to contact a Prize Winner, a draw for the unclaimed Prize may take place on or after on 1.30 pm AEDT on 12th of December 2025 at Tag Offices (20 Windmill Street, Walsh Bay, NSW 2000), subject to any directions from a regulatory authority. The unclaimed prize draw winner will be published on the Website by 19/12/25.
- 10.5 If there are no prize winner(s) or winner(s) for this Giveaway cannot be found, this information will be published at <https://www.plexus.co/hubfs/TRESemmeNewCollectionGiveaway.pdf>.
- 10.6 The Promoter’s decision is final and no correspondence will be entered into regarding the outcome of the selection. In the unlikely event of correspondence being entered into, these Terms and Conditions will prevail to the extent of any uncertainty.

11. PERSONAL INFORMATION

- 11.1 All information Eligible Entrants provide (“**Personal Information**”) will be used by the Promoter and/or the Promoter’s supplier(s) for the purpose of administering or conducting the Giveaway and contacting and verifying Eligible Entrants. Details from entries will be collected and used for the purpose of conducting the Giveaway (which may include disclosure to third parties, contractors and agents, including local lottery authorities, for the purpose of processing and conducting the Giveaway) and for promotional purposes surrounding the Giveaway.
- 11.2 By entering into the Giveaway, Eligible Entrants (or their parent/guardian) consent to the use of their Personal Information as described and agree that the Promoter may use this information or disclose it to other organisations (including overseas organisations) and cannot guarantee that any overseas recipient will not breach the *Privacy Act 1988* (Cth) and Australian Privacy Principles (“APPs”). By entering the Giveaway, Eligible Entrants consent to the overseas transfer on these terms as permitted by the Australian Privacy Principles and agree that the Promoter is not liable in this regard. 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 Personal Information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the Eligible Entrant. Entry into the Giveaway is conditional upon provision of the requested Personal Information.
- 11.3 The Promoter will use and handle Personal Information as set out in its Privacy Policy, which can be viewed at <https://www.unilevernotices.com/privacy-notices/australia-english.html>. The Privacy Policy details how a privacy complaints can be made. The Privacy Policy also contains information about how Eligible Entrants may opt out, access, update or correct their Personal Information and how complaints will be dealt with.

12. EXCLUSION OF LIABILITY

12.1 TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROMOTER, THE PROMOTER'S RELATED ENTITIES AND ALL AGENCIES ASSOCIATED WITH THE GIVEAWAY AND ITS EMPLOYEES, AGENTS, DIRECTORS AND CONTRACTORS SHALL NOT BE LIABLE FOR ANY LOSS OR CLAIM, ACTION, DEMAND, LIABILITY, DAMAGE, COST, EXPENSE OR PERSONAL INJURY WHATSOEVER INCLUDING BUT NOT LIMITED TO ANY DIRECT OR INDIRECT LOSS, COSTS, DAMAGES OR EXPENSES, INCLUDING CONSEQUENTIAL LOSS, COSTS, DAMAGES OR EXPENSES, INCURRED, SUFFERED OR SUSTAINED BY ANY PERSON (INCLUDING BUT NOT LIMITED TO THE PRIZE WINNER) OR ENTITY (WITHOUT LIMITATION) IN CONNECTION WITH, OR ARISING FROM, THE GIVEAWAY OR THE ACCEPTANCE OR USE OF THE PRIZE (OR ANY COMPONENT OF THE PRIZE).

12.2 For the sake of clarity, the above clause shall not apply where the Promoter has contributed to or caused such loss, expense, damage, personal injury or death and shall not apply to any liability which cannot be excluded by law (in each case the Promoter's liability is limited to the minimum allowable by law).

13. PROMOTIONAL ACTIVITIES

13.1 The Prize Winner must, at the Promoter's request, participate in any promotional activity (such as publicity and photography) relating to the winning of the Prize, free of charge, and consents to the Promoter using their name and image in any future promotional material in any media for an unlimited period of time for the purpose of promoting the Giveaway and/or promoting any products manufactured, distributed or supplied by the Promoter.

13.2 To the extent applicable, in consideration for the Promoter awarding the Prize to the Prize Winner, the Prize Winner hereby permits the Prize Winner's submission, image and/or voice, as recorded, photographed or filmed during the Prize Winner's participation in the Prize to appear in connection with the TRESemme brand or the advertising or marketing thereof, in any media whatsoever throughout the world and the Prize Winner will not be entitled to any fee for such use.

14. GENERAL TERMS

14.1 An Eligible Entrant (and/or their parent/guardian) is responsible for ensuring their familiarity with these Terms and Conditions.

14.2 Where applicable, entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the Eligible Entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.

14.3 Valid and Eligible Entries will be accepted during the Promotional Period.

14.4 Entry and continued participation in the Giveaway is dependent on the Eligible Entrant following and acting in accordance with the Instagram Terms of Use, (<http://instagram.com/legal/terms/>). Any questions or comments regarding the Giveaway must be directed to the Promoter, not to Instagram. The Eligible Entrant releases Instagram and its associated companies from all liabilities arising in respect of the Giveaway. Eligible Entrants acknowledge that the Giveaway is in no way sponsored, endorsed or administered by, or associated with Instagram.

14.5 If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier. The terms and conditions which apply to the prize at the time it is issued to the Prize Winner will prevail over these Terms and Conditions in the event of any inconsistency. To the extent permitted by law the Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Terms and Conditions or otherwise.

14.6 For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and postcode of residence.

- 14.7 The Promoter is not responsible for technical difficulties with the entry mechanism, including website malfunctions or glitches, and does not warrant that the entry mechanism will be available at all times.
- 14.8 The Promoter shall not be liable for the Prize (or any component of the Prize) being lost, stolen, damaged or tampered with in any way before it reaches the Prize Winner or after it has been released to the Prize Winner.
- 14.9 Any attempt to deliberately undermine the legitimate operation of this Giveaway may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to seek damages to the fullest extent permitted by law.
- 14.10 Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees provided in the *Competition and Consumer Act 2010* (Cth).
- 14.11 These Terms and Conditions are governed by the laws of New South Wales, and the parties submit their disputes to the exclusive jurisdiction of the courts of New South Wales and any court hearing appeals from those courts.
- 14.12 If an Eligible Entrant uses any form of software or third-party application to enter multiple times (including scripting software), organises for a third party to enter on their behalf in breach of these terms and conditions or enters using incorrect contact details, his or her entry will be deemed invalid. If such an Eligible Entrant wins the Prize, the Eligible Entrant must immediately return the Prize to the Promoter. The Promoter has absolute and sole discretion to determine whether an Eligible Entrant has breached this clause. The Promoter reserves the right to request whatever documentation it deems necessary to confirm whether an Eligible Entrant has breached this clause. Eligible Entrants must provide whatever documents the Promoter requires upon request or otherwise be disqualified from the Giveaway.
- 14.13 The Prize must be taken as stated and no compensation will be payable if the Prize Winner is unable to use the Prize.
- 14.14 The Promoter reserves the right to disqualify entries in the event of non-compliance with these Terms and Conditions. If there is a dispute concerning the conduct of the Giveaway or claiming a prize, the Promoter will resolve the dispute in direct consultation with the Eligible Entrant. If the dispute cannot be resolved the Promoter's decision, acting reasonably, will be final.
- 14.15 Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
- 14.16 In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the Giveaway on the dates and/or in the manner described in these Terms and Conditions, including but not limited to vandalism, power failures, tempests, natural disasters, pandemic (including COVID-19), acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the Giveaway and recommence it from the start on the same conditions, subject to any directions given under state or territory regulation.

Provisional winners, subject to verification:

J. Grace (NSW)
A. Brynes (NSW)