



“Win your own comfort zone - RSEA and Steel Blue” promotion

Terms and Conditions

1. The promoters are RSEA Pty Ltd (ABN 91 094 385 430) of 87 Corporate Drive, Heatherton Victoria, Australia, 3202, telephone (03) 9552 5800 (“**RSEA**”), and Footwear Industries Pty Ltd (ABN 15 068 608 917) trading as Steel Blue of 18 Irvine Drive, Malaga, WA 6090, telephone (08) 9209 3322 (“**Steel Blue**”) [(each a “**Promoter**”, together the “**Promoters**”)] / NZ: Footwear Industries Pty Ltd (NZBN 9429032342970) trading as Steel Blue, care of Crowe Horwath NZ Ltd, 1 Coquet Street, Oamaru, 9400, telephone 0800 777 460.
1. Information on how to enter the ‘WIN YOUR OWN COMFORT ZONE WITH RSEA AND STEEL BLUE’ Promotion (“**Promotion**”) and the prizes form part of these terms and conditions (“**Terms and Conditions**”). Participation in this Promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian and New Zealand residents aged 16 years or over.
3. Entrants between the ages of 16 and up to, but not including 18 years old, must have parental/guardian approval to enter the Promotion and further, the parent/guardian of the entrant 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 entering this Promotion.
4. Employees (and their immediate families) of the Promoters and agencies associated with this Promotion (including, but not limited to, Flight Centre) are ineligible to enter. 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 first cousin.
5. Promotion will commence at 12:01am AEST on 14/08/2023 and end at 11:59pm AEST on 10/09/2023 (“**Promotional Period**”). Any entries received after the Promotional Period will not be considered.
6. There will be one (1) prize winner.
7. To enter, individuals must complete the following steps during the Promotional Period:
 1. try on a pair of Steel Blue Boots from an RSEA store (excludes DFO and Clearance outlets);
 2. be an RSEA Rewards Member (new or existing); and
 3. complete the entry form (“**Entry Form**”) to which these Terms and Conditions are annexed, ensuring all details are complete.
8. To receive a bonus five entries, individuals must complete the following steps during the Promotional Period :
 1. purchase a pair of Steel Blue Boots from an RSEA store (excludes DFO and Clearance outlets) or RSEA online store;
 2. be an RSEA Rewards Member (new or existing); and
 3. complete the entry forms to which these Terms and Conditions are annexed, in store or online at rsea.com.au ensuring all details are complete.
9. This is a **game of chance**. Skill plays no part in determining the winner.
10. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant’s identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Errors and omissions may be accepted at the Promoter’s sole discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
11. Incomplete, offensive or indecipherable entries will be deemed invalid.

12. Entry is subject to the conditions detailed in sections 8 and 9 of these Terms and Conditions (“**Entry**”). Multiple entries are permitted only in accordance with section 9.
13. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant including but not limited to requesting proof of identity, age and residency.
14. At Steel Blue Head Office, 18 Irvine Drive Malaga WA 6090 at 12pm AWST on 2 October 2023. One Entry Form will be **drawn at random electronically** from the main draw comprising all Entry Forms received during the Promotional Period whereby the winning entrant will be determined (“**Winner**”).
15. The Winner will be notified by telephone and email in accordance with the contact details provided in the Entry Form as soon as reasonably practicable, and in any event, within 7 days of the determination of the Winner (by 9 October 2023), by Steel Blue.
16. The Winners’ details (last name, first initial and postcode) will be published within 30 days of the draw on the promotional pages of the Steel Blue and RSEA websites.
17. The Winner will win a holiday package in the form of a travel credit (“**Prize**”) for the Winner and one (1) guest (who must be 16 years or over) in their choice of one (1) of the following destinations:
 1. Luxury holiday to Bali;
 2. Adventure holiday to Queenstown; or
 3. Outdoor getaway to Kakadu.
18. The Prize includes (conditions apply):
 1. Return Economy Flights for two (2) adults from the Winner’s nearest Australian or New Zealand capital city to their chosen destination (Arrival Points: Darwin Airport DRW, Denpasar International Airport (DPS) or Queenstown Airport (ZQN))
 2. Twin share accommodation (to be confirmed at the time of booking) for two (2) adults at the chosen destination for five (5) nights.
 3. One experience-based activity for two people (as determined by Flight Centre Perth).
 4. Hotel transfers at the chosen location, to and from the airport (excludes transfers to the nearest capital city).
19. Total Prize Value estimated at \$8000, based upon the recommended retail prices of travel during off peak periods.
20. The Prize must be used in its entirety in one booking only and completed by 31 October 2024 (not redeemable for multiple bookings). Prize excludes travel during Australian and New Zealand national holiday periods and peak travel periods as determined by Flight Centre. If the Winner is not ready, willing and able to use the Prize as required by these Terms and Conditions, it may be forfeited without any compensation to the Winner.
21. The Prize is subject to availability at the time of booking as advised by Flight Centre Perth. The booking of travel arrangements will be based on availability of fares and accommodation at the time of booking.
22. Winners must depart and return to/from the Winner’s nearest Australian or New Zealand capital city to their chosen destination. All passengers must depart from and return to the same city. The Winner will be responsible for any costs associated with reaching the city of departure.

23. Winner to provide the Promoter a minimum of 21 days' notice of intent to travel (from intended departure date). Passenger names, current passport copies and intended travel dates are to be provided [as may be required by Flight Centre Perth and/or any third-party service providers used to supply any part of the Prize].
24. The Prize and booking of the prize are subject to the standard booking terms and conditions of Flight Centre Perth, accommodation and other suppliers as listed in section 18. [The accommodation, activity and transfer providers are to be confirmed at the time of notice of travel in accordance with section 23]
25. The Winner and their travel companion are solely responsible for any and all costs not included in the details listed in section 18 above. For the avoidance of doubt, the Winner is solely responsible for any costs in relation to passports, visas, travel insurance, incidentals and peak period travel surcharges/additional costs (where applicable).
26. In the event that:
 - (a) the first drawn Entry Form is deemed invalid (in accordance with section 11); or
 - (b) an unclaimed Prize becomes forfeited (in accordance with section 28),
27. a re-draw will be conducted at the same venue and in the same manner as specified in section 15, whereby the next Entry Form to be drawn will be deemed the Winner. The re-draw will be conducted at Steel Blue Head Office, 18 Irvine Drive Malaga WA 6090 at 12pm AWST on 2 December 2023. One Entry Form will be **re-drawn at random electronically** from the main draw comprising all Entry Forms received during the Promotional Period whereby the re-draw winning entrant will be determined ("**Winner**").
 1. The re-drawn Winner will be notified by telephone and email in accordance with the contact details provided in the Entry Form as soon as reasonably practicable, and in any event, within 7 days of the determination of the Winner (by 9 December 2023), by Steel Blue.
 2. The re-draw Winners' details (last name, first initial and postcode) will be published within 30 days of the draw on the promotional pages of the Steel Blue and RSEA websites.
28. The Promoter's decision is final and no correspondence will be entered into. The final interpretation of any of the terms and conditions mentioned in these Terms and Conditions will rest with the Promoter.
29. The successful entrants have two (2) months from the date of the Prize draw to collect the Prize from Steel Blue. Claiming the drawn Prize is the entire responsibility of the Winner and not the Promoter. If for any reason a Winner does not collect the Prize by the time stipulated by the Promoter, then the Prize will be forfeited and re-drawn as specified in section 26.
30. Prizes are not transferable or exchangeable and cannot be taken as cash.
31. Prize cannot be exchanged for a cash refund.
32. Prize cannot be changed to another booking outside of the parameters of Steel Blue.
33. Once booked, the prize cannot be exchanged to another person with payment of applicable change fees and difference in price subject to the supplier's Terms and Conditions (airline, accommodation and experience/tour provider).
34. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a Winner (including photograph, film and/or recording of the same) in any media (including, to avoid doubt, the respective social media outlets of the Promoters) 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.
35. 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 entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Promotion, as appropriate.
36. Any cost associated with accessing the Promoter's promotional website is the entrant's responsibility and is dependent on the internet service provider used.
37. 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. Except to the extent required by any law, including the Australian Consumer Law, the Promoter makes no warranties or representations about the fitness for purpose or suitability of the Prize and will not accept responsibility for the quality of fitness for the purpose of the Prize or the failure of the Prize to be of acceptable quality.
38. 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, or in connection with any:
- (a) technical difficulties or equipment malfunction (whether or not under the Promoter's control);
 - (b) theft, unauthorised access or third party interference;
 - (c) 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) variation in Prize value to that stated in these Terms and Conditions;
 - (e) tax liability incurred by a Winner or entrant; or
 - (f) use of the Prize (in whole or part) or adherence by the Winner (and/or their guest) to the terms and conditions of any third party service providers through their provision of the Prize.
39. Subject to Australian privacy law, the Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information 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 information. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to opt out, access, update or correct information to the Promoter. All entries become the property of the Promoter.
40. Entrants consent to any information provided in the Entry Form being collected and used for any and all ongoing marketing initiatives the Promoter deems appropriate across all the Promoter's marketing activities.
41. The Promoter's privacy policy is available at <https://www.rsea.com.au/privacy-policy> and <https://steelblue.com/au/en/privacy-policy/> / <https://steelblue.com/nz/en/privacy-policy/>..
42. The Promotion shall be governed in accordance with the laws of the Commonwealth of Australia, Victoria, Western Australia, Tasmania, South Australia, Northern Territory, Queensland, New South Wales, the Australian Capital Territory and New Zealand.
43. Any queries entrants may have in respect of these Terms and Conditions may be directed to the RSEA at marketing@rseasafety.com.au.

Steel Blue Australia

Office 18 Irvine Drive, Malaga, Western Australia 6090 (P.O. Box) 2320, Malaga, Western Australia 6944
Phone +61 8 9209 3322 **Email** orders@steelblue.com
ABN 15 068 608 917 **ACN** 068 608 917



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