

‘STEEL BLUE VIP GIVEAWAY’

PROMOTION TERMS AND CONDITIONS

1. The Promoter is Footwear Industries Pty Ltd (ABN 15 068 608 917) trading as Steel Blue of 18 Irvine Drive, Malaga, WA 6090, telephone (08) 9209 3322.
2. Information on how to enter the Steel Blue VIP Giveaway Promotion (“Promotion”) and the prize that forms part of these terms and conditions (“Terms and Conditions”). Participation in this Promotion is deemed acceptance of these Terms and Conditions.
3. Entry is only open to Australian residents aged 16 years or over.
4. 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.
5. Employees (and their immediate families) of the Promoter and agencies associated with this Promotion 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.
6. This will promotion will commence at 12:01am AWST on 21/06/2019 and end on the final day of each month at 11:59pm AWST (“Promotional Period”). Any entries received after the Promotional Period will be considered in the following month.
7. To enter, individuals must complete the following steps:
 - a. Complete all mandatory fields on the Australian Steel Blue online VIP sign up form (“Entry Form”), to which these Terms and Conditions are annexed, at <https://steelblue.com/au/become-a-vip-member/>, ensuring all details are complete on this webpage and the proceeding webpage <https://steelblue.com/au/vip-steelblue-merch/>;
 - b. Continue to be an active subscriber of the Steel Blue database (e.g. not unsubscribed or cleaned from the database).
8. 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.
9. Incomplete, offensive and false email addresses will be deemed invalid.
10. Entry is limited to one entry per valid email address provided in the Steel Blue online VIP sign up form completion.
11. 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.

12. Prize & Winner

- a. Each month, one (1) prize consisting of a Steel Blue boot voucher will be awarded. The voucher is valid for the redemption of one (1) pair of Steel Blue boots, excluding high leg mining boots. The voucher must be claimed prior to the expiry date specified thereon and may be redeemed at any authorised Steel Blue Distributor. The prize is not transferable, exchangeable, or redeemable for cash or credit. The prize is subject to availability and any additional terms and conditions as stipulated by the authorised distributor. The Promoter reserves the right to substitute the prize (or any part of the prize) with a prize of equal or greater value, subject to applicable legislation.
- b. The winner will be determined via a random draw conducted using a web-based randomisation program. One (1) winner will be drawn each calendar month. To be eligible, individuals must be active subscribers to the Steel Blue database at the time of the draw, must not have unsubscribed or been removed or cleaned from the database.

The winner will be notified within 7 working days of the draw in writing via the email address provided at the time of registration through the Steel Blue VIP online sign-up form. The winner must respond to the notification within 6 months of the date of contact. In the event that the winner does not respond within this period, the prize will be deemed forfeited, and the Promoter reserves the right to award the prize to an alternative eligible entrant, subject to any directions from a regulatory authority. The name of the winning entrant will also be published on the Promoter's website at <https://steelblue.com/au/steel-blue-boot-winners/> following the completion of each draw.

This promotion is conducted in accordance with the Australian Consumer Law. 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 2010 (Cth), 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").

13. In the event that the first drawn winner is deemed invalid (ref section 9), the next complete entry to be drawn will be deemed the winner
14. 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.
15. The successful entrant has two (2) months from the date of the Prize draw to provide their mailing address in order for the prize to be mailed to the winner. Claiming the drawn Prize is the entire responsibility of the respective winning entrant and not the Promoter. If for any reason a winner does not receive the Prize by the time stipulated by the Promoter, then the Prize will be forfeited.
16. Prizes are not transferable or exchangeable and cannot be taken as cash.
17. 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 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.

18. 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.
19. Any cost associated with accessing the Promoter's promotional website is the entrant's responsibility and is dependent on the internet service provider used.
20. Any cost associated with accessing the Promoter's promotional website is the entrant's responsibility and is dependent on the internet service provider used.
21. Nothing in these Terms and Conditions limits, excluding 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 of similar consumer protection laws in the States and Territories of Australia ("Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liabilities (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 representation 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.
22. 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 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) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) taking and/or use of the Prize.
23. 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, services providers, prize supplier and, as required, to Australian regulatory authorities. Entry is conditional on providing this information for promotional, marketing, publicity, research and profiling purpose, including sending electronic messages or telephoning the entrant. Entrants should direct any requests to opt out, access, update or correct information to the Promoter. All entries become the property of the Promoter.
24. 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.

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25. The Promoters privacy policy is available at <https://steelblue.com/au/en/privacy-policy/>.
 26. The Promotion shall be governed in accordance with the laws of the Commonwealth of Australia, Western Australia and the Courts of Western Australia.
 27. Any queries entrants may have in respect of these Terms and Conditions may be directed to the Promoters Head of Marketing via email: marketing@steelblue.com or telephone (08) 9209 3322.