

“NORTHERN LIGHTS” PROMOTION

TERMS AND CONDITIONS

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. The promoter is Ecoterra Consulting Group Pty Ltd (ABN 87 149 394 132) of 58 Mahoneys Road, Thomastown, VIC 3074 (“**Promoter**”).
3. Entry is only open to Australian and New Zealand resident aged 18 years or over.
4. 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 1st cousin.
5. Promotion commences on **07/08/2017** and ends at 11.59pm AEDST on **31/10/2017** (“**Promotional Period**”).
6. To enter, individuals must complete the following steps during the Promotional Period:
 - a. spend \$100 or more (including GST) in a single transaction on Jack Wolfskin products(s) at a Participating Retailer (“**Eligible Transaction**”). A “**Participating Retailer**” will be any retailer in VIC, SA, TAS, WA and New Zealand that display material advertising this promotion, as well as www.theiconic.com.au. Participating Retailers will also be listed at www.northernlightspromo.com; and then
 - b. visit www.northernlightspromo.com, follow the prompts to access the entry form, input all of the requested details, including their first and last name, mobile number, postcode, email address, details of the store where the Eligible Transaction was made, their State/Territory and provide an answer in 25 words or less to the promotional question “*Why should you win the Northern Lights Experience?*”, upload a legible copy or photograph of their purchase receipt for the Eligible Transaction, agree to these Terms and Conditions and the Promoter’s and the prize supplier’s Privacy Policies, and submit the fully completed entry form.
7. Multiple entries permitted, subject to the following: (a) only one entry permitted per Eligible Transaction, regardless of the amount spent in excess of \$100 (including GST) in that Eligible Transaction; (b) only one (1) entry permitted per person per day; (c) each entry must be substantially unique; and (d) each entry must be submitted separately and in accordance with entry requirements.
8. Entrants must retain the original purchase receipt(s) for their Eligible Transaction(s) for all entries as proof of purchase. Failure to produce the proof of purchase for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an entrant’s entries and forfeiture of any right to a prize. Purchase receipt(s) must clearly specify the store of purchase, that a minimum of \$100 (including GST) was spend on eligible products and that the purchase was made during the Promotional Period but prior to entry.
9. 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 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 entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. 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.

10. Incomplete or indecipherable entries will be deemed invalid.
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.
12. This is a game of skill and chance plays no part in determining the winners. Each entry will be individually judged based on originality and creativity of the answer provided to the promotional question. A judging panel selected by the Promoter, in its absolute discretion, will judge entries against each other, based on the criteria outlined in this clause. The winners will be notified by email and/or phone.
13. The Promoter's decision is final and no correspondence will be entered into.
14. The best valid entry out of all entries received, as determined by the judges in their absolute discretion, will win the major prize of a Northern Lights Experience trip for two (2) adults valued at up to AU\$20,000, depending on the winner's point and date of departure. The Northern Lights Experience trip includes the following elements for two (2) adults (unless stated otherwise):
 - economy airfare from winner's nearest Australian capital city (if winner resides in Australia) or from the nearest of Auckland, Wellington or Christchurch (if winner resides in New Zealand) to Bergen, Norway;
 - economy airfare from Helsinki, Finland to the winner's nearest Australian capital city (if winner resides in Australia) or to the nearest of Auckland, Wellington or Christchurch (if winner resides in New Zealand)
 - 15 day, 14 night Bentours Northern Lights tour that will take the winner through various destinations in Norway, Finland and Estonia, with the tour being designed to provide an opportunity to see the Northern Lights (subject to weather conditions). The tour includes a total of fourteen (14) nights of twin share accommodation at hotels selected by the Promoter and tour organisers, daily breakfast, six (6) lunches and eleven (11) dinners (each on a set menu), and a selection of excursions and activities (determined by the Promoter and tour organisers at their discretion). A full itinerary of the tour is available at www.bentours.com/follow-the-lights;
 - AU\$500, for the winner only (awarded to the winner in the form of an electronic funds transfer); and
 - AU\$2,000 worth of Wolfskin gear, with the exact gear awarded to the determined by the Promoter in its absolute discretion.

Spending money, meals, taxes (excluding airline and airport taxes), insurance, passports, visas, vaccinations, transport to and from departure point, transfers, items of a personal nature, in-room charges and all other ancillary costs are not included. Prize must be taken between October 2018 and 27 March 2019, on the set tour dates specified by Bentours and is subject to booking and flight availability.

The winner and his/her companion are responsible for ensuring that they have valid passports, and any requisite visas, vaccinations and travel documentation. The winner (and his/her companion) must depart from and return to the same departure point and travel together. Itinerary to be determined by the Promoter in its absolute discretion. Frequent flyer points will not form part of the prize. Prize is subject to the standard terms and conditions of individual prize and service providers. The winner may be required to present their credit card at time of accommodation check in.

The winner of the Northern Lights tour prize ("Activity") and his/her companion acknowledge that the Activity is a dangerous activity that may result in injury or death, and participate at their own risk. The winner and his/her companion must: (a) attend, undergo and pass any appropriate training, briefings, required medical tests and other requirements of the Promoter and Activity organisers as determined by them in their absolute discretion; (b) not have any heart condition or history thereof, or other medical conditions that would make it dangerous to participate in the Activity; (c) not be under the influence of drugs or alcohol; (d) comply with all directions of the Promoter and Activity organisers at all times; and (e) wear all safety and other equipment required. The Promoter and Activity organisers, in their absolute discretion,

at all times reserve the right to: (a) prevent a winner or his/her companion from participating in the Activity if, at any time, they reasonably believe that the winner or his/her companion poses a safety risk or for any other reason; and/or (b) cancel the Activity if the conditions are deemed dangerous. If the Activity is varied for any reason beyond the control of the Promoter it may not be rescheduled and no compensation will be offered.

15. Once the major prize has been awarded, for the purposes of awarding the secondary prizes, the Promoter will divide all entries received (excluding entries where an Eligible Transaction was made at www.theiconic.com.au) based on what State in Australia or in New Zealand the relevant store where the Eligible Transaction was made is located, into the following groups: VIC, SA, TAS, WA and New Zealand. The Promoter will judge the entries in each group against the other entries in that group based on the criteria outlined in clause 12, and the best valid entry, as determined by the judges, in each group will receive the secondary prize of a Jack Wolfskin backpack Highland Trail 42 (model number 2004621-6000) valued at \$300.
16. All entrants whose Eligible Transaction was made at www.theiconic.com.au will all be placed into a single group. The Promoter will judge each entry in that group against the other entries in the group (i.e. the entries whose Eligible Transaction was made at www.theiconic.com.au), based on the criteria outlined in clause 12, and the best valid entry, as determined by the judges, in that group will also receive the secondary prize of a Jack Wolfskin backpack Highland Trail 42 (model number 2004621-6000) valued at \$300.
17. If for any reason a winner does not take a prize (or an element of a prize) at the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited and will not be redeemable for cash.
18. In the event of war, terrorism, state of emergency or disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion, or suspend or modify a prize.
19. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified by the Promoter.
20. If any prize is unavailable for reasons outside of the control of the Promoter, the Promoter reserves the right to substitute such a prize for a prize of equal or higher value and/or specification.
21. Entrants agree that they are fully responsible for any materials they submit via the promotion including but not limited to answers to the promotional question ("**Content**"). The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove or decline to publish any Content without notice for any reason whatsoever. Entrants warrant and agree that:
 - (a) they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication;
 - (b) their Content shall not contain viruses or cause injury or harm to any person or entity;
 - (c) they will obtain prior consent from any person or from the owner(s) of any property that appears in their Content;
 - (d) the Content is the original work of the entrant that does not infringe the rights of any third party;
 - (e) they consent to any use of the Content which may otherwise infringe the Content creator's/creators' moral rights pursuant to the *Copyright Act 1968* (Cth) and warrant that they have the full authority to grant these rights; and
 - (f) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.

Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.

22. As a condition of entering this promotion, each entrant licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (which shall include Content) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.
23. Entrants consent to the Promoter using the entrant's 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 competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
24. 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) to modify, suspend, terminate or cancel the promotion, as appropriate.
25. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
26. All prize values are in Australian dollars.
27. 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 or in New Zealand ("**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.
28. 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) use or redemption of a prize or if a Northern Lights tour is cancelled, rescheduled or suspended for any reason.
29. As a condition of accepting a prize, the major prize winner and his/her companion may be required to sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
30. The laws of Australia apply to this promotion to the exclusion of any other law. Entrants submit to the exclusive jurisdiction of the courts of Australia.
31. 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 and prize suppliers. 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 www.northernlightspromo.com. The Promoter may also, 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 entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how they 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 will not disclose Australian entrants' personal information to any entity outside of Australia.

32. The prize supplier, Tempo Holidays PTY LTD ("**Bentours**"), also collects PI for purposes of organising the prize redemption and marketing activities, but will not pass on your details to third parties except as required by law, or in the interests of securing reservations on your behalf. Bentours are unable to accept responsibility for the confidentiality of information after it leaves Bentours direct control. Bentours will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://www.bentours.com/terms-conditions/>. Bentours 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 entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how they may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with.