

PRETTY PRIVILEGE TRADE PROMOTION TERMS & CONDITIONS

PROMOTION DETAILS

1. Promotion	Pretty Privilege Japan Giveaway (" Promotion ")
2. Promoter	Pretty Privilege Pty Ltd (ACN 672 559 465) (" Promoter ") Addresses: Level 14, Australia Square, 264-278 George Street, Sydney NSW 2000 28a Rennison St, Parkdale VIC 3195 (" Head Office "). Website: prettyprivilege.club (" Site ")
3. Eligible Entrants	1. Entry is open to Australian residents only, aged 18 years or older. 2. Employees, directors, and their immediate families of the Promoter, and any associated entities, are not eligible to enter. 3. Pretty Privilege Australian Members and Pretty Privilege Global Members who are based in Australia (detailed in Item 7). 4. ACT residents are excluded from this Promotion. 5. South Australian residents are excluded from this Promotion.
4. Prize Pool	Total Prize Pool Value: approximately \$44,000.00 AUD (including GST) The Prize consists of: Accommodation • 4 nights at InterContinental Tokyo (estimated value AUD \$6,800.00). • 2 nights at Fuji Marriott Hotel Lake Yamanaka (estimated value AUD \$2,000.00). • 4 nights at The Westin Miyako Kyoto (estimated value AUD \$7,600.00). • 2 nights at W Osaka (estimated value AUD \$1,800.00). • 2 nights at W Tokyo (estimated value AUD \$5,000.00). • property to be selected by the Promoter and their travel partner) International Flights • Return economy flights for two (2) adults from a major Australian capital city to Japan. • Estimated value: AUD \$3,900.00 (estimated average from Skyscanner as a combined value). Other • Private wellness experiences and associated services throughout the trip (estimated value AUD \$7,800.00). • Dining, afternoon teas and beverages (estimated value AUD \$9,000). (Collectively, "the Prize") Exclusions: • Travel insurance • Personal expenses • Additional services unless confirmed in writing NOTE: All hotels, experiences, services and inclusions are subject to availability. Where necessary, the Promoter reserves the right to substitute any hotel, experience, service or inclusion with an alternative of equal or greater value.
4A. Prize Conditions	

	• The Prize cannot be redeemed until twelve (12) months after the Draw Date (“Redemption Commencement Date”). • The Prize is valid for travel within two (2) years from the Redemption Commencement Date, subject to accommodation availability and applicable blackout periods. • For the avoidance of doubt, the Prize is redeemable between 13 November 2027 to 13 November 2029. • The Promotion covers accommodation and international flights. Any domestic transfers, travel insurance, personal expenses, beverages, and any other additional services are not included unless otherwise confirmed in writing.												
5. Promotional Period	Commences: 6:00 pm AEST on 12 August 2026 End: 11:59 am AEST on 12 November 2026												
6. Subscription Period	A Member is required to sign up to the Subscription service by selecting their desired tier (“Subscription Tier”). The Subscription operates on a monthly billing cycle and will continue to renew on a month-to-month basis unless and until the Member cancels their Subscription. A Member must hold an Active Membership (detailed in Item 8) at the time of the prize Draw Date in order to be eligible to participate in the Promotion. If a Member cancels their Subscription prior to the Draw Date, they will not be entered into the Promotion, and any Bonus Entries issued during prior billing cycles will lapse.												
7. Subscription Fee	The Subscription Fee is the amount payable by the subscriber (“Member”), granting them automatic entry into any Promotion. The Subscription Fee will vary depending on the Member’s Subscription Tier. The Subscription Tiers fall into two prize giveaway categories: • Minor Prize Giveaways (less than \$3,000) • Major Prize Giveaways (over \$10,000) Pretty Privilege Subscription Tiers: <table><tr><th>Membership Plan</th><th>Subscription Fee</th><th>Entries into Prize Promotion</th><th>Membership Perks</th></tr><tr><td>Pretty But Broke</td><td>\$0.00/month</td><td>1 x free entry into select Minor Prize Giveaways, per month.</td><td>Limited event access. Limited Promoter Site and portal access.</td></tr><tr><td>Pretty Privilege Australia</td><td>\$24.98/month Or \$224.82/year (includes 3 months free)</td><td>40 x free entries into Minor Prize Giveaways, per month. 40 x free entries into Major Prize Giveaways, per month.</td><td>40 x Bonus Entries each month you are a Member. Full access to the Promoter’s Site and portal. Online partner perks and discounts. In person partner perks.</td></tr></table>	Membership Plan	Subscription Fee	Entries into Prize Promotion	Membership Perks	Pretty But Broke	\$0.00/month	1 x free entry into select Minor Prize Giveaways, per month.	Limited event access. Limited Promoter Site and portal access.	Pretty Privilege Australia	\$24.98/month Or \$224.82/year (includes 3 months free)	40 x free entries into Minor Prize Giveaways, per month. 40 x free entries into Major Prize Giveaways, per month.	40 x Bonus Entries each month you are a Member. Full access to the Promoter’s Site and portal. Online partner perks and discounts. In person partner perks.
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				48-hour early access to events. Access to exclusive Australian experiences and partner perks. 20% discount on Promoter merchandise.
	Pretty Privilege Global	\$99.98/month Or \$1,200/year	250 x free entries into Minor Prize Giveaways (Australian residents only), per month. 250 x free entries into Major Prize Giveaways (Australian residents only), per month.	250 x Bonus Entries each month you are a Member (Australian residents only). Full access to the Promoter's Site and portal. Online partner perks and discounts. In person partner perks. 48-hour early access to events. 30% discount on Promoter merchandise. Global hotel and partner perks. Annual billing additional inclusions: One complimentary hotel night annually at a selected partner property (book 2 nights, get 1 free). Private aviation perks through our exclusive jet partner (C&C Private Jets) Custom physical Membership card Direct line to Pretty Privilege concierge travel and lifestyle recommendations via WhatsApp

				Invitation to the annual Pretty Privilege Global Members event												
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Pretty Privilege One Off Pass Tiers valid for two (2) weeks:																
<table><tr><th>One Off Pass Plan</th><th>Fee</th><th>Entries into Prize Promotion</th><th>Pass Perks</th></tr><tr><td>Pass 1</td><td>\$28.88 once off</td><td>30 x free entries into the upcoming Major Prize Giveaway</td><td>Full access to the Promoter's Site and portal. Online partner perks and discounts. In person partner perks.</td></tr><tr><td>Pass 2</td><td>\$88.88 once off</td><td>200 x free entries into the upcoming Major Prize Giveaway</td><td>Full access to the Promoter's Site and portal. Online partner perks and discounts. In person partner perks.</td></tr></table>					One Off Pass Plan	Fee	Entries into Prize Promotion	Pass Perks	Pass 1	\$28.88 once off	30 x free entries into the upcoming Major Prize Giveaway	Full access to the Promoter's Site and portal. Online partner perks and discounts. In person partner perks.	Pass 2	\$88.88 once off	200 x free entries into the upcoming Major Prize Giveaway	Full access to the Promoter's Site and portal. Online partner perks and discounts. In person partner perks.
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To be eligible for any Promotion, you must hold an active and fully paid membership at the time the Prize Draw is conducted. If you cancel, suspend, or otherwise allow your membership to lapse prior to the Prize Draw, you will be deemed an "Inactive Member" and will not be entered into (or remain eligible for) that specific Promotion. No exceptions will apply. The Promoter reserves the right, at its sole discretion and at any time, to vary, amend or restructure the Membership Tiers and One Off Pass Plans. See General Clause 8.4 for further information.																
8. Payment Terms	The payment of the Subscription Fee is to be made on a monthly basis, at the start of each billing cycle which merits an "Active Membership". This involves the use of a valid credit card when signing up for the Membership. More information is available at https://www.prettyprivilege.club/terms-and-conditions.															

	If a Member cancels their Membership, all Subscription benefits will continue until the end of the current Subscription Period, but the Subscription will not be renewed after that term expires. A Member may cancel their Subscription at any time, at least 2 business days' prior to their next automatic Membership renewal date, on the account settings page. If a Member cancels their Membership and reactivates within 72 hours of cancelling their Membership, they will reinstate their Active Membership and maintain use of the Site and Services.
9. Entry Requirements & Instructions	- Eligible Entrants can enter the Prize Draw by submitting a completed and accurate Entrant Form via the Site. The Entrant Form will require the entrant to provide their full name, email address, and contact phone number ("Eligible Entry"). Pretty Privilege Members: Pretty Privilege Members who hold a Pretty Privilege Australia or Pretty Privilege Global prior to the commencement of the Promotion will automatically be entered into the Prize Draw. These Members do not need to submit a new entry form, as their existing Membership serves as their entry. New Entries: New entrants who are not existing Pretty Privilege Members must complete the Membership sign-up via the Site during the Promotional Period to be eligible for the Prize Draw. Bonus Entries: - Entrants may receive bonus entries into Minor Prize Giveaways by completing all required steps outlined in the official giveaway Instagram caption. These may include actions such as liking the post, tagging friends, sharing to Instagram Stories, and following specified accounts. - Entrants may also ascertain Bonus Entries for their loyalty for each month they have remained a Member. - Only entrants who complete all required steps will be eligible for Bonus Entries. Entry Confirmation: Entrants must retain confirmation of their Membership as proof of their Eligible Entry. Failure to provide confirmation upon request may result in disqualification.
10. Bonus Entries	A Member will receive the same number of entries included in their selected Membership Plan as Bonus Entries for each month in which they maintain an Active Membership during the Promotional Period. For example, the Pretty Privilege Australia Membership will grant a Member 40 additional Bonus Entries for holding an Active Membership within the Promotional Period. These Bonus Entries will be automatically applied into each Minor and Major Prize Giveaway. To clarify, this means that a Member will receive Bonus Entries into the Minor Prize Giveaway and 40 Bonus Entries into the Major Prize Giveaway, totalling 80 Bonus Entries in addition to their regular entries into the Promotion. All Bonus Entries issued within a Member's Subscription Period will only be

	counted toward the Promotion where the Member continues to hold an Active Membership, in which case those Bonus Entries will be included toward the Promotion during that Promotional Period. For the avoidance of doubt, this means that a Member who signs up at the start of the Promotional Period and continues to hold an Active Membership for the entire Promotional Period will receive Bonus Entries per month. Please further note that each Member will automatically be allocated an entry number for each entry via the Promoter's internal systems.
11. Entry Conditions	1. Each Member is entitled to their respective Membership Tier granted entries. 2. Entrants who complete all steps outlined in the official Instagram giveaway post into Minor Prize Giveaways and Members who have retained their Membership will be eligible for Bonus Entries per month. 3. Entrants must retain confirmation of their Membership as proof of their eligibility.
12. Draw Date & Method	Draw Date & Time: 12:30 PM AEST on 13 November 2026. Draw Method: Random electronic selection via random.org. Location: Promoter's Head Office, Level 14, Australia Square, 264-278 George Street, Sydney NSW 2000 or an alternative address chosen by the Promoter at their discretion. Re-Draw If the Prize is not claimed by 12:30 PM AEST on 13 November 2026, the Promoter reserves the right to conduct a re-draw using the same method. The re-draw will take place on 1:00 PM AEST 26 November 2026 at the Promoter's Head Office (Level 14, Australia Square, 264-278 George Street, Sydney NSW 2000) or an alternative address chosen by the Promoter at their discretion. If the newly selected winner does not claim the Prize or is unable to meet the Prize conditions, the Prize will be forfeited at the Promoter's discretion.
13. Notification of the Winner and Claiming the Prize	• The potential Winner will be notified on or shortly after the Draw Date (pending confirmation of their eligibility) in writing at the email and via telephone provided in the Entrant's Entry. This will be no longer than seven (7) days from the Draw Date. The Prize must be claimed within fourteen (14) days of initial notification of the potential Winner ("Notification Method"). If: a) the potential Winner cannot be contacted via the Notification Method specified herein after the first attempt to contact them; b) the Prize is not claimed within fourteen (14) days of being notified that they have won; or c) the potential Winner is unable to meet the Prize conditions specified herein for any reason; then (collectively, the "Claiming Requirements") • The Promoter will conduct a re-draw for an alternate potential Winner

	using the Draw Method as detailed in Item 12. • Upon confirmation of eligibility and signing of any required documentation, the potential Winner will be named as “Winner” and unless otherwise requested, their name will be publicly announced via the Promoter’s social media accounts, and they will be tagged as the Winner in the announcement post. • The Winner’s last name, first initial, and post code will also be published on the Promoter’s Site for thirty (30) days from the date the Winner is confirmed, and the Prize has been accepted. By entering, Entrant’s consent to their Instagram handle being tagged in Winner announcements unless they advise the Promoter otherwise in writing.
14. Method of Claiming Prize	• The Prize will be sent to the Winner’s nominated residential address, phone number or email address (at the Promoter’s discretion). The Promoter will pay for the delivery of the Prize to the Winner’s nominated address. However, the Winner may be responsible for any other costs associated with its receipt of the Prize, including any taxes or transfer duties or costs. • Redeeming the Prize is conditional on acceptance of the terms and conditions of the relevant Prize suppliers, subject to the Prize supplier’s availability (flights and accommodation) and the Prize Conditions listed in Item 4.a. • The Promoter will not be responsible for any failure by the Winner to claim their Prize.
15. Permit Numbers (if applicable)	NSW: TP/05278
16. Other important considerations	1. The winner is responsible for holding valid passports and obtaining any necessary visas. 2. The winner must obtain travel insurance for their intended travel dates at their own expense. 3. The winner is responsible for organising their own transport and transfers to and from each airport, trains and ferries as required unless notified otherwise. 4. The winner is responsible for ensuring all routine vaccinations (if necessary) are up to date prior to their intended travel dates. The winner holds the Promoter harmless from any health-related concerns arising from the Prize. 5. The winner is required to tag the Promoter (@prettyprivilege.club) in a minimum of three (3) stories and/or posts during their stay. This is a condition of accepting the Prize. Failure to comply may result in forfeiture of the Prize at the Promoter’s discretion. 6. By entering, the winner agrees to allow the Promoter to use any content they share (including stories and posts) across Pretty Privilege’s social media channels and website for promotional purposes. 7. The Promoter reserves the right to immediately conduct a Redraw if the winner is deemed ineligible as per the Eligible Entrant and Entry Requirements criteria outlined in Items 3 and 9.

	8. The flights and accommodation will be arranged via the Promoter's nominated travel partner. 9. The Prize is non-transferable, non-refundable, and not redeemable for cash or other services. Advanced booking is required and must be arranged through the Promoter's travel partner (URBANE.ex). 10. URBANE.ex reserves the right to amend these Terms and Conditions (subject to the Promoter's approval) to substitute the Prize with an equivalent experience of similar value or withdraw the Promotion if circumstances beyond its control arise. 11. The private dining and wellness experiences are subject to availability. If any of the planned experiences are unavailable during the Winner's intended travel dates, the Winner will receive an equivalent substitution.
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GENERAL TERMS & CONDITIONS:

1. INTRODUCTION & THE PROMOTION

- 1.1 These Terms & Conditions are to be read in conjunction with the Promotion Details above. Any capitalised terms used in these Terms & Conditions have the meaning set out in the Promotion Details above.
- 1.2 These Terms & Conditions apply to the Promotion which is conducted by the Promoter. By participating in the Promotion, you agree to be bound by these Terms & Conditions, which constitutes as a legally binding agreement between you and the Promoter.
- 1.3 Where applicable, the Permit Numbers as set out in Item 15 of the Promotion Details apply to the Promotion.
- 1.4 All decisions made by the Promoter with respect to any aspect of the Promotion are final, and no correspondence will be entered into with you.
- 1.5 The Competition is in no way sponsored, endorsed or administered by, or associated with the Promoter's choice of airline and accommodation and Entrants hold the Promoter and said airline and accommodation harmless from any claims, loss or damage.

2. ENTRY

- 2.1. All entries in the Promotion must comply with these Terms & Conditions ("**Entry**") and each Entry has an equal chance at winning the Prize.
- 2.2. Your Entry must be submitted:
 - (a) during the Promotional Periods set out in Item 5 of the Promotion Details;
 - (b) in accordance with the Entry Requirements & Instructions set out in Item 9 of the Promotion Details; and
 - (c) in accordance with the Entry Conditions set out in Item 11 of the Promotion Details and Item 16 (Other Important Considerations).
- 2.3. Your Entry will be deemed to be received only when received by the Promoter.
- 2.4. If you submit an Entry, you warrant that you are an Eligible Entrant set out in Item 3 of the Promotion Details and that if you are not, you may be disqualified from the Promotion. The Promoter reserves all rights with respect to such breach.
- 2.5. You are solely responsible for your Entry, including any costs associated with entering the Promotion and/or network connectivity.
- 2.6. Where applicable, except for your personal information, the Promoter is the sole owner of all intellectual property in connection with the Promotion (including your Entry).

3. PRIZE

- 3.1. The Prize must be accepted as offered and claimed in accordance with Item 14 of the Promotion Details, otherwise the Prize shall be forfeited by the Winner. The Promoter will not be liable for any unclaimed Prize under this Clause, and the Promoter is under no obligation to offer an additional or substitute Prize to that Winner.
- 3.2. The Prize may be subject to any additional terms and conditions as determined by the relevant supplier of the Prize and/or the Promoter.
- 3.3. Unless otherwise stated, the Prize cannot be resold, transferred, exchanged, redeemed for cash for any reason; or used for any advertising, promoting or other commercial purposes.

- 3.4. The Total Prize Value set out in Item 4 of the Promotion Details is correct as at the date of preparing these Terms & Conditions and shall include any applicable GST.
- 3.5. The Promoter does not accept any responsibility for a variation in the Prize. If any Prize (or part of) is unavailable, the Promoter reserves the right to substitute the Prize with a Prize of equal or greater value and you agree to accept such substitution in writing, subject to any applicable regulation.
- 3.6. To the fullest extent permitted, the Promoter will not be held responsible for the failure to provide the Winner with the Prize or substitute Prize under Clauses 3.5.
- 3.7. Where applicable, the Promoter is not responsible for any dispute between a Winner and any person with whom a Winner chooses to share the Prize.
- 3.8. The Promoter is not responsible for any tax implications and the Winner is solely responsible for the payment of all taxes (if any) in connection with the Prize. It is the Winner's sole responsibility to seek independent financial advice as they require.
- 3.9. Redeeming a Prize is conditional on acceptance of the Terms & Conditions of the relevant Prize supplier. It is the responsibility of a Prize Winner to comply with the terms and conditions of the relevant Prize supplier.

4. PARTICIPANT CONDUCT & BREACH

- 4.1. You must not:
 - a) tamper with the Promotion in any way or at any stage;
 - b) engage in any conduct that may jeopardise the fair and proper conduct of the Promotion, including using automatically generated entries or aliases;
 - c) act in a disruptive, annoying, threatening, abusive or harassing manner; or
 - d) do anything that may diminish the good name or reputation of the Promoter or any of its related partners, suppliers, entities and/or of the agencies or companies associated with this Promotion.
- 4.2. The Promoter reserves the right, at any time, to require documentation from you to verify the validity of your Entry (including but not limited to your name, age and place of residence).
- 4.3. Any breach of or failure by you to comply with these Terms & Conditions or those imposed by the Promoter's partners may result in the Prize being withdrawn from you or you being disqualified from the Promotion, without further liability for the Promoter and/or its partners.
- 4.4. The Promoter and/or its partners reserve all rights with respect to any breach of these Terms & Conditions.

5. PERSONAL INFORMATION AND PROMOTIONS & MEDIA

- 5.1. Your personal information is directly collected by the Promoter in connection with the Promotion and is used to:
 - (a) Conduct the Promotion, which may include supplying your personal information to the Promoter's partners and/or suppliers of the Prize;
 - (b) Provide you with the Promoter's or partners monthly subscription updates, which you can unsubscribe from at any time; and
 - (c) Promote the Promoter and/or the Promotion.
- 5.2. The Winner agrees to participate in promotional activity and consents to the use of the Winner's name and image in connection with the Promotion, without further remuneration.
- 5.3. By entering into this Promotion, you agree that the Promoter may store and use your personal information in accordance with its Privacy Policy ("**Privacy Policy**").

5.4. Please visit the Privacy Policy for further information regarding how to seek access or correction of your personal information, or to make a complaint with respect to your privacy. located at https://drive.google.com/file/d/1pHyzYK_ycYt1jSIWtIPYULGzaWqedKu/view.

5.5. As a condition of entry, each Entrant agrees that the Promoter may use their name (either in full or in part), likeness, voice and image (including any photograph and film) in any marketing and promotion of any products manufactured, distributed and/or supplied by the Promoter, for an unlimited period of time and the Winner will not be entitled to any fee for such use.

6. LIMITATION OF LIABILITY

6.1. To the fullest extent permitted by law, the Promoter is not liable for any personal injury or death, losses or damages of any kind to persons or property resulting in whole or in part, directly or indirectly, from the participation in the Promotion or from the acceptance, possession, misuse or use of any Prize.

6.2. Without limiting Clause 6.1, the Promoter and its partners, suppliers of the Prize, or associated companies is not liable for any incorrect or ineligible submission Entries, failure to claim a Prize, damage or delay in delivery of Prizes, or failure to receive correspondence.

6.3. If this Promotion cannot be conducted for any reason beyond the Promoter's control (including but not limited to technical issues, failure, tampering or fraud), the Promoter may end, amend, suspend or cancel the Promotion or disqualify affected Entries, subject to any necessary approval by the relevant regulatory body (if any).

6.4. Except for any liability that cannot be excluded by law, all Entrants release, and indemnify and hold harmless the Promoter (including its officers, employees, agents and contractors), from and against, all liability (including negligence), actions, claims, costs, losses or expenses arising out of or in connection with: any act, omission, negligence, fraud, wilful misconduct or breach of these Terms & Conditions by the Entrant, its nominees or agents and the Entrant or Winner's acceptance of, use of or attempted use of any Prize(s) and participation in the Competition, including (but not limited to) loss of income, damage to property and personal injury whether direct or consequential, foreseeable, due to some negligent act or omission or otherwise.

6.5. To the maximum extent permitted by law, the Promoter's total aggregate liability to the Entrant under or in any way connected with these Terms & Conditions and the Competition, or the performance or non-performance of these Terms & Conditions is limited to an amount equal to any amounts paid by the Entrant to the Promoter in the three (3) month period immediately preceding the date on which the relevant claim arose, which may be zero.

7. INTELLECTUAL PROPERTY

7.1. By uploading, publishing, transmitting or making available any data, content or other material in connection with this Competition (**Entrant Content**), the Entrant agrees to grant the Promoter, its affiliates, licensees and successors a non-exclusive, royalty-free, perpetual, irrevocable, worldwide and fully sub-licensable right to use, communicate, reproduce, modify, adapt, publish, publicly perform, translate, create derivative works from, distribute and display in any form, any such content, including but not limited to text, images, videos, graphics, audio and photographs without attribution.

7.2. The Entrant warrants and represents that:

- (a) it holds all the intellectual property rights to the Entrant Content;
- (b) it has the authority and licence to upload, make available and licence the Entrant Content to the Promoter; and
- (c) the Promoter's use of the content will not infringe or violate any third-party rights, including but not limited to defamation, intellectual property rights, moral rights and privacy rights and will not give rise to an obligation to make any payment to a third party.

- 7.3. The Entrant agrees that they are solely liable for the Entrant Content and that, to the fullest extent of the law, the Promoter shall not be liable in any way for such Entrant Content.

8. RESERVATION OF RIGHTS

- 8.1. The Promoter reserves the right to request each winner to provide proof of identity or proof of residency at the address specified in their submission in order to claim a Prize. Proof of identification and residency is at the absolute discretion of the Promoter. In the event that a Winner cannot provide suitable proof, the Winner will forfeit the Prize and no substitute will be offered.
- 8.2. The Promoter may, in its absolute discretion, modify or cancel the Competition and may administer this Competition in the manner that it considers appropriate in accordance with Australian law, including where the Competition is not capable of running as planned, such as where there has been infection by computer virus, bugs, tampering, unauthorised 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 the Competition.
- 8.3. The Promoter reserves the right in its sole discretion to disqualify any Entrant that has, or is suspected by the Promoter to have:
- (a) breached any of these Terms & Conditions;
 - (b) tampered with the entry process or the Competition;
 - (c) engaged in any unlawful conduct;
 - (d) engaged in any other improper misconduct calculated to jeopardise the fair and proper conduct of the Competition or the reputation of the Promoter.
- 8.4. The Promoter reserves the right, at its sole discretion and at any time, to vary, amend or restructure the Membership Tiers and One Off Pass Plans, including (without limitation) their pricing, inclusions, benefits, eligibility criteria, entries into trade promotions, and any associated perks or features. Any such changes may be implemented prospectively and will take effect from the date specified by the Promoter. Where reasonably practicable, Members will be provided with prior notice of any material changes. Continued use of, or participation in, a Membership Tier or One Off Pass Plan following the effective date of any variation will constitute acceptance of those changes.
- (a) Former Memberships (Pretty on a Budget) will continue to receive entries in accordance with the benefits applicable at the time they originally became Members.

9. THIRD PARTY RIGHTS AND LIABILITIES

- 9.1. The Giveaway includes travel services supplied by an independent third party (**Travel Agent**). The Promoter is not a party to any agreement between the Winner and the Travel Agent, and the Travel Agent is solely responsible for the provision, fulfilment and operation of all travel-related components of the Prize.
- 9.2. To the extent permitted by law, the Promoter is not liable for any act, omission, default or negligence of the Travel Agent or any third party service provider engaged by the Travel Agent. Any failure by the Travel Agent to provide the Giveaway, including any changes, cancellations, delays, restrictions of third party rights arising from the Travel Agent's arrangements, contracts or services.
- 9.3. The Travel Agent reserves the right to amend these terms, substitute the prize with an equivalent experience of similar value or withdraw the promotion if circumstances beyond its control arise.
- 9.4. Nothing in this clause limits any rights the Winner may have under the Australian Consumer Law against the Travel Agent or any third-party supplier.
- 9.5. Any global partner offering made available through the Site and Membership is provided by, and subject to, the respective global partner's own terms and conditions and privacy policy. Members acknowledge that the Promoter does not control, endorse, or assume responsibility for any global partner's offerings, and participation in or use of such offerings is at the Member's own discretion and risk. To the extent

permitted by law, the Promoter will not be liable for any loss, damage, or claim arising from or in connection with a Member's access to or use of a global partner's products or services.

10. INSTAGRAM TERMS

- 10.1. The Competition is in no way sponsored, endorsed or administered by, or associated with www.instagram.com and its related mobile application, both being owned by Instagram, Inc. (**Instagram**).
- 10.2. The Entrant agrees that it releases Instagram and other related entities from any and all liability to the Entrant arising out of or in connection with the Competition.
- 10.3. The Entrant must not:
- (a) harass or bully any other person, use offensive language, use language that defames the Promoter, or use language that negatively impacts or intends to negatively impact the reputation of the Promoter;
 - (b) use electronic programs, bots or similar technology to automatically submit entries;
 - (c) use multiple Instagram accounts to enter the Competition; or
 - (d) tag other accounts owned or controlled by the Entrant to enter the Competition and agrees that it will only tag genuine friends or family in their entry, and the Promoter reserves the right to disqualify any Entrant or Entry that breaches these terms and remove any such entries from the Competition.

11. GENERAL

- 11.1. The Promoter may, at its sole discretion, offer various promotional benefits to members from time to time, including (but not limited to) membership perks, discounts or rebates on subscription fees, bonus entries or increased entry allocations into the promotion, or any other promotional incentives as communicated in advertising or promotional materials. All such offers are subject to change, withdrawal, or amendment by the Promoter at any time without notice and are only available in the manner and for the period specified by the Promoter. Promotional offers do not form part of any ongoing member entitlements unless expressly stated otherwise.
- 11.2. The Competition is in no way sponsored, endorsed or administered by, or associated with Instagram, Meta, or any of their related parties.
- 11.3. Nothing in these Terms & Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
- 11.4. Failure by Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 11.5. By entering into the Promotion, you accept that any dispute with respect to the Promotion and/or these Terms & Conditions shall be subject to the jurisdiction of the Victorian Courts in Australia.