## **KSUBI X LISSY RODDY COMPETITION TERMS AND CONDITIONS**

## **Game of Chance**

To enter, complete form during the promotion period via:

- Facebook / Instagram Ad
- Lissy Roddy x Ksubi sign up page https://ksubi.com/pages/lissy-roddy-sign-up

## **Terms and Conditions**

Information on how to enter and the prize form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these:

- 1. Entrants must sign up to the Ksubi database.
- 2. Entrants must be over the age of 18.
- 3. Entrants must be located in the United States.
- 4. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter.
- 5. 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 discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 6. Incomplete, indecipherable or illegible entries will be deemed invalid.
- 7. Only one entry permitted.
- 8. 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.
- 9. Promotion begins 24th of July 2025 and ends at the close of business on 3rd of August 2025.
- 10. The Promoter's decision is final and no correspondence will be entered into.

## **Major Prize**

Value: \$500

Prize includes:

• \$500 VALUED KSUBI PRODUCT TO BE REDEEMED BY 31st August 2025

- 11. Prize is NON-TRANSFERABLE/NON-EXCHANGEABLE/NON-REPLACEABLE/NON-UPGRADEABLE and cannot be redeemed for cash.
- 12. The major prize winners will be notified by email or phone  $4^{th}$  August 2025.
- 13. Winners must respond within 24 hours to redeem prize.
- 14. Subject to the unclaimed prize draw clause, if for any reason the winner does not take the prize (or an element of the prize), then the prize (or that element of the prize) will be forfeited.
- 15. If the prize (or part of a prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
  General
- 16. 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.
- 17. Ksubi is not responsible or liable for any damages to hotel property or any missed flights incurred by the winner or their guests. Any additional costs, including but not limited to damage charges, missed flight fees, and other expenses not expressly included in the prize, remain the sole responsibility of the winner.
- 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 promotional website is the entrant's responsibility and is dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
- 20. Nothing in these Terms and Conditions limits, excludes, or modifies, or purports to limit, exclude, or modify, any statutory consumer protections provided under the Federal Trade Commission Act, as well as any other applicable consumer protection laws in the United States ("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.
- 21. 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 of a prize.
- 22. 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, and 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.
- 23. Please note that entry into this competition is deemed automatic consent to be added to Ksubi database.
- 24. The Promoter is Ksubi Sales International Pty Ltd ABN: 94641056484