

Promotion Terms and Conditions.

WARNING: this information may seem boring but it's important.

Information on how to enter and prizes form part of these Terms and Conditions. By participating in the promotion, entrants acknowledge that they have read and understood these Terms and Conditions and agree to be bound by them. Entries must be submitted in accordance with these Terms and Conditions to be considered valid and at a later date accept the Promoters general Terms and Conditions also.

SECTION 1: PROMOTION

Promotion: My Proposal Co. Valentine's Day Giveaway 2025 Sydney

Promoter: My Proposal Co.

Sponsors: Navarra Venues, Jacque Fine Jewellery, Escobar Images and Maria Music

Promotion Period: The promotion commences on [15/01/2025] at [05:00] pm Australian Eastern Daylight Time (AEDT) Entries close on [29/01/2024] at [12:00] pm (AEDT).

SECTION 2: ELIGIBILITY

Eligibility: The promotion is only open to "Eligible Entrants". Subject to these Terms and Conditions, an Eligible Entrant is a person who:

- (a) is 18 years or older at the time of entry;
- (b) is a permanent resident of Australia;
- (c) all participants, including the winner, their partner and included family and friends must agree to appear in all media relating to the proposal including, but not limited to, cable and broadcast television, the Internet, live social media coverage and any material relating to exhibition, distribution, promotion, and advertising purposes;
- (d) must be available and in Sydney, Australia on Friday, 14 February 2025 to propose along with their partner;
- (e) must not have an existing engagement ring order with any jeweller;
- (f) is the person who is proposing; family, partners and/or friends cannot enter on the proposer's behalf;
- (g) must be ready to purchase a ring from Jacque Fine Jewellery;
- (h) submits their entry into this promotion in accordance with these Terms and Conditions.

Non-Eligibility: Employees, directors of the Promoter, Sponsors, immediate family members and agencies involved in this promotion are considered ineligible entrants. The Promoter will determine winners' eligibility in its sole discretion.

SECTION 3: ENTRY TO THE PROMOTION

Entry: To enter the promotion, an entrant must complete the entry form on the promoter's website during the Promotional Period.

If an entrant's contact details change during the Promotional Period, it is the entrant's responsibility to notify the Promoter in writing. The Promoter is not responsible in any way for any loss arising from a change in the entrant's contact details during the Promotional Period.

The Promoter reserves the right to disqualify any entries under its absolute discretion at any time. The Promoter may disqualify any entries or entrants that:

- (a) tamper with, or attempt to tamper with the entry process;
- (b) are considered incomplete, indecipherable or illegible;
- (c) are deemed or suspected to contain false information or incorrect contact details;
- (d) do not match the eligibility criteria;
- (e) contain material considered by the Promoter as obscene, indecent, objectionable, defamatory or libelous, or otherwise contravene an applicable law, standard or any third party's rights; and
- (f) the Promoter considers inappropriate or invalid.

Except where advertised differently, entries are limited to one per person. The use of any automated software or any other mechanical or electronic means that permits the participant automatically to enter repeatedly is prohibited. If the Promoter reasonably believes that an entrant is using any repeat entry device, the Promoter may disqualify that entrant without notice.

The Promoter reserves the right at all times to verify the validity of entries and the details provided by entrants (including an entrant's identity, age and place of residence, ability to purchase their engagement ring) and to disqualify any entrant who submits an entry considered in breach of these Terms and Conditions. The identification necessary for verification is at the sole discretion of the Promoter. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

SECTION 4: DRAWS

Prize Winner: The winner of the draw will be the Eligible Entrant selected by the Promoter.

Contact and notification: The Promoter will notify the winner via email by [29/01/2025] at [5:00] pm AEDT. The Promoter may disqualify a winner who fails to respond to the notification within two (2) hours or who does not suit the eligibility criteria.

The Promoter will not disclose details or information regarding the status of entries, Eligible Entrants, judging or the selection of winners.

Redraw: In the event of an unclaimed prize or ineligibility of the original winner, a second chance judgment of the remaining finalists will be conducted on [01/02/2025]. The finalist from the original draw will not be eligible to win unclaimed prizes and will be notified via email that they no longer have claim to the Prize.

SECTION 5: PRIZE

Prize value: The value of the total prize is up to AU\$20,000.

Prize: The prize is inclusive of:

- all pre-planning and run-sheet coordination by My Proposal Co.;
- one (1) personal proposal coordinator available in the lead up to and during the proposal period;
- up to AU\$5,000 (conditions apply*) credit towards an engagement ring purchased directly through Jacque Fine Jewellery. The winner is strictly responsible for payment of the remaining balance of any diamond, ring and/or other associated items purchased by the winner during the course of service provided by Jacque Fine Jewellery and thereafter;
- romantic proposal styling, inclusive of set up, pack down, design and styling as provided and selected by the Promoter;
- exclusive use of Curzon Hall's Garden Chateau for the proposal location;
- one (1) photographer and videographer to capture digital images and video footage of the proposal. Selected images will be selected by the photographer, Escobar Images, and provided be to the winner via digital gallery within two (2) weeks of the prize redemption;
- live professional violinist performance by Maria Music;

Prize conditions: All prizes are as depicted or described in the promotions for the giveaway and are not subject to change by winner's discretion.

The prize is subject to change in accordance with the total prize value at My Proposal Co.'s discretion. No responsibility or liability is accepted for any variation in the value of the prizes. In the event that any prize item is unavailable, the Promoter reserves the right to substitute a different prize item, whole or in part, of equal or greater value, subject to approval in accordance with state regulations.

The prize is subject to the terms and conditions of the prize suppliers. The Promoter is not responsible or liable for any loss, damage or injury suffered by any winner as the result of the conduct of the prize suppliers or Sponsors.

Each prize must be taken as expressly stated and no compensation, monetary or otherwise will be payable or provided to a winner if the winner is unable to use the prize, or any element of it, as stated. Prizes are not transferable, deferrable, exchangeable, or redeemable for product. The prize cannot be sold to any other person (including by online auction or private sale). Unused portions of prizes will be forfeited, and no compensation will be payable in lieu of that element of the prize.

The winner can redeem the prize on [14/02/2025] only (Redemption day). Outside of this date the prize is not valid. The proposal time will be determined by the Promoter and may or may not fall during business hours.

*The credit provided by the ring sponsor, Jacque Fine Jewellery, is to be used towards an engagement ring only and not in conjunction with any other public offer or existing order. Below is the credit value, determined by your spend:

- a \$1,000 credit towards an engagement ring purchase of \$5,000 to \$10,000 for the winner or
- a \$2,000 credit towards an engagement ring purchase of \$11,000 to \$15,000 for the winner or
- a \$5,000 credit towards an engagement ring purchase of over \$15,000 for the winner;

*In the case where your chosen engagement ring is not ready in time for the proposal date, the jeweller may supply a "dummy" ring for the proposal moment. Use of this credit towards any other jewellery item will be at the discretion of the jeweller.

SECTION 6: LIABILITY

Liability: Nothing in these Terms and Conditions limits, excludes or modifies the statutory consumer protection as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar, applicable Australian consumer protection laws.

For any liability that cannot by law be excluded, the Promoter (including its officers, employees, sponsors and agents) excludes all liability for any death, personal injury, loss or damage (including loss of opportunity and whether direct, indirect, special or consequential) suffered or incurred by any person (whether or not arising from any person's negligence) arising in any way out of or in connection with:

- (a) this promotion;
- (b) any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
- (c) theft, unauthorised access or third-party interference;
- (d) 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;
- (e) any variation in prize value to that stated in these Terms and Conditions;
- (f) if any event included in the prize is cancelled or rescheduled for any reason beyond the reasonable control of the Promoter;
- (g) any tax liability incurred by a winner or entrant;
- (h) redemption of any prize; or
- (i) weather conditions, an act of God, an act of terrorism, civil disturbance or any other unforeseen event.

The Promoter does not accept any responsibility for late, lost, incomplete, incorrectly submitted or misdirected entries. All entries are deemed to be received at the time of receipt in the promotional database.

The Promoter is not responsible for any problems or technical malfunction of any telephone or network or lines, servers or providers, computer equipment, software, technical problems or traffic congestion on a mobile

network, or any combination of these, or any other technical failures including any damage to an entrant's (or any other person's) mobile handset or computer related to, or resulting from, participation in this promotion or the downloading of any materials related to this promotion. Entrants acknowledge that the Internet is not a secure medium and that the Promoter is not responsible for the security of on-line entries.

If for any reason this promotion is not capable of running as planned, including as a result of covid-19 related limitations, 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, safety or proper conduct of this promotion, the Promoter reserves the right in its sole discretion to cancel, terminate, modify or suspend the promotion, subject to any applicable legislation.

The Promoter's decision on all aspects relating to this promotion is final and no correspondence will be entered into.

SECTION 7: PRIVACY

Privacy Statement:

All entrants and participants retain the rights to their photographs and videos, however, by entering the giveaway grant the Promoter (and those authorised by the Promoter) a royalty-free, world-wide, perpetual, non-exclusive license to publicly display, distribute, reproduce and create derivative works of the entries, in whole or in part, in any media now existing or later developed, for any, including, but not limited to, advertising and promotion of the business and its website, social media, and commercial products. The Promoter will not be required to pay any additional consideration or seek any additional approval in connection with such uses.

The Promoter and Sponsors may publish the name of the winner along with their submitted photo, video and story on Instagram, Facebook and/or websites after the proposal has taken place.

By entering the promotion, entrants consent to the Promoter and Sponsors using their personal information and sending them information in accordance with the Promoter's Privacy Policy and otherwise agree to the terms of the Promoter's Privacy Policy.

Without limitation, the Promoter and Sponsors may, for an indefinite period unless otherwise advised by the entrant, use entrants' personal information for marketing, advertising and opinion research purposes, including sending electronic messages or telephoning the entrant. This includes sending entrants information about My Proposal Co. promotions. Entrants at all times can directly request to opt out of receiving communications, or to access, update or correct any information held by the Promoter, to the Promoter at the address above or in accordance with the Promoter's Privacy Policy.

Decisions of the Promoter are final and binding in accordance with these Terms and Conditions.

SECTION 8: CANCELLATION

Upon accepting the prize, the Winner will provide their credit card details to the Promoter. This will be kept on file and only charged in the case of cancellation, damage to any property owned by the Promoter as a result of the winner's actions or if the winner agrees to add on extra items to the proposal at an additional cost. Once the Winner responds in writing that they accept the prize, any cancellation will result in a \$3,500 cancellation fee payable by the Winner to the Promoter by 14/02/2025 by [4:00] pm AEDT.