

## **EyeQ Mother's Day Social Competition Terms and Conditions**

1. Information on how to enter the Competition and the entry registration process forms part of these terms and conditions of entry and is the property of the Promoter. Entry into the Competition is deemed acceptance of these terms and conditions.
2. The Promoter of the Competition is Luxottica Retail Australia Pty Ltd (ABN 26 000 025 758) of Level 34, 1 Denison Street, North Sydney NSW 2060.
3. To be eligible to enter the Competition, entrants must be aged 18 years or over, be legal residents of Australia and have a valid personal Instagram account ("Eligible Entrants").
4. The competition period commences on 5 May 2026 and ends on 12 May 2026 ("Promotional Period"). The winner will be notified on or by 15 May 2026.
5. Employees of the Promoter and its related bodies corporate and their immediate families are not eligible to enter.

### **Entry into Competition**

6. **To enter the competition, entrants must:**
  - a. Follow during the Promotional Period, and remain following until the date of notification of a winner, the Promoters official Instagram account at @eyeqoptoms, linked here: [www.instagram.com/eyeqoptoms](http://www.instagram.com/eyeqoptoms); and
  - b. comment on the post promoting the competition, and in that comment;
    - i. tell us about the best piece of advice your mum ever gave you; and
    - ii. tag your mum in the comment.
7. Eligible Entrants can only submit one entry during the Promotional Period. Entries not complying with these terms and conditions are invalid.
8. The time of entry will be deemed to be time the entry is received by the Promoter.
9. The Promoter reserves the right, at any time, to verify the validity of the entries and Eligible Entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who tampers with the entry process. Failure by the Promoter at any stage does not constitute a waiver of those rights.

### **Judging of entries**

10. This is a game of skill, and chance plays no part in determining the winner.
11. Entries will be judged based on the creativity, originality and quality of the comment created.
12. The Promoter's decision is final and no correspondence will be entered into.
13. The Promoter may cancel a prize or disqualify a participant if they behave aggressively, offensively, unlawfully, or in a way that could damage the Promoter's reputation.

### **Prize Pool**

14. There will be three (3) prizes in total each comprised of a bouquet of flowers valued at AU\$145.
15. The total maximum value of the prize pool is AU\$435.
16. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated. Prizes are not exchangeable or redeemable for cash or other goods or services. A prize cannot be transferred to any other person, unless agreed to by the Promoter. It is a condition of accepting a prize that the winner accepts the conditions of use of that prize.

17. If the prize (or part of the 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.

### **Notification of the winner**

18. The Promoter will use its best endeavours to notify the winners by replying to the comment of the winning entry on Instagram on or by 15 May 2026.
19. Winners will be provided with an email address to contact the Promoter on to arrange for the collection of the prize. The winner must reply to the email address provided with their contact details, including full name, postal address and contact number by 17 May 2026 to claim their prize.
20. If the winner has not claimed their prize by 17 May 2026, a different winner will be chosen and informed on the next working day.

### **Judging Back Up Entries**

21. As part of judging, the Promoter will select an additional 3 entries be used as backup winners in the event that an entrant is unable to satisfy the promotion terms and condition or forfeits or does not claim a prize. For any prize that remains unclaimed by 5pm AEDT on 17 May 2026, the Promoter will award the prize to the backup winner in the order judged by the Promoter, subject to any written direction given under applicable law. Any replacement winners will be notified by the same mechanism as above.
22. In the event that a Prize is unclaimed, the Promoter reserves the right to either draw an alternative winner, or forfeit the prize.

### **General Terms**

23. By entering, the entrant grants the Promoter a non-exclusive, royalty-free, perpetual licence to use, reproduce and publish the entry for promotional and marketing purposes.
24. By entering, the entrants grants the Promoter the right to tag the entrant in their social media posts, stories or reels relating to this Promotion.
25. Each entrant warrants and represents that his/her Entry to the Competition:
  - a. does not contain any computer viruses or any other harmful code of any kind;
  - b. does not infringe the intellectual property or other rights of any entity and that use of the Entry by the Promoter as contemplated by these terms and conditions will not infringe the intellectual property or other rights of any entity; and
  - c. does not contain or link to any material which may in any way bring the Promoter or its related entities into disrepute, including any content which is sexually explicit or indecent, depicts dangerous or illegal acts, contains confidential information or personal information belonging to others or any content of any kind whatsoever which is unlawful, harmful, threatening, harassing, defamatory, misleading or otherwise objectionable.
26. All references to monetary amounts are in Australian dollars (AU\$), unless otherwise specified and are inclusive of any applicable GST.

27. The Promoter is not responsible for any error, deletion, defect, delay, unauthorised access to, or alteration or non-receipt of an entrant's communications or entries.
28. If the Competition cannot run as planned due to events beyond the Promoter's control (e.g., technical issues, pandemics, disasters), the Promoter may cancel, suspend or modify the Competition, subject to applicable laws.
29. The Promoter reserves the right to cancel, modify or suspend the competition if necessary due to circumstances beyond its control.

### **Entry Details and Privacy**

30. Entry details remain the property of the Promoter. The name and user handle of the winner/s may be used for promotional purposes by the Promoter, unless the winner otherwise notifies the Promoter at the time of accepting the prize. Entrants consent to the Promoter using personal information provided in connection with this promotion for the purposes of facilitating the conduct of the promotion and awarding any prizes (including to any applicable statutory authorities) and to conduct marketing activities. Without limiting the foregoing, entrants' personal information provided in connection with this promotion will be the Promoter's Privacy Policy:  
<https://www.eyeq.com.au/privacy-policy/>.
31. The Promoter ("we", "us") collects the information that the staff ("you") choose to provide to us for the purpose of conducting the Competition (which may include disclosure to third parties for the purpose of processing and conducting the Competition including but not limited to awarding the Prize). If you have any questions in relation to privacy, or to access, update and/or change your personal information or to obtain a copy of the Promoter's privacy policy, please contact us at 1 Denison St North Sydney NSW 2060 or:

#### **Customer Care Australia**

Luxtottica Retail Australia Pty Ltd

Post: Attn: Privacy Officer, Level 34-36, 1 Denison Street North Sydney NSW 2060

Email: [privacy@eyeq.com.au](mailto:privacy@eyeq.com.au)

### **Limitation of Liability**

32. To the extent permitted by law, the Promoter, its related bodies corporate and their respective officers, employees, contractors and agents will not be liable for and exclude all liability for any loss, damage, expenses, costs or injury suffered in connection with or arising out of this promotion or the use of any prize, including but not limited to any breach of these terms and conditions, contract or tort (including negligence) and any other common law, equitable or statutory remedy ("Damages") whatsoever, including but not limited to direct, indirect and consequential damages, including Damages that cannot be reasonably considered to arise naturally and in the ordinary course of things, even if those Damages were in contemplation of the Promotion. Nothing in these Terms & Conditions excludes, restricts or modifies any rights under the Australian or New Zealand Consumer Laws.
33. The exclusion of liability in clause 33 does not limit or exclude liability for personal injury or death, or to the extent it is not permissible at law to limit or exclude liability in the manner contemplated in that clause (in which case that liability is limited to the maximum extent allowable by law).

34. If any act, omission, event or circumstance occurs which is beyond the reasonable control of the Promoter and which prevents the Promoter from complying with these terms and conditions, the Promoter will not be liable for any failure to perform or delay in performing its obligations. The Promoter reserves the right (subject to any applicable law) to cancel, terminate or modify or suspend this promotion.
35. This Competition is governed exclusively by the laws of Australia.

**Important Information and Conditions about Competitions on Instagram**

36. This promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram. Eligible Entrants understand and agree that they are providing their information to the Promoter and not to Instagram. By entering this competition, each Eligible Entrant releases Instagram from any action or claim arising out of the promotion.
37. Any questions, comments or complaints regarding this promotion must be directed to the Promoter, not Instagram.
38. At all times, Eligible Entrants agree to act in accordance with the Instagram Terms of Use, which can be viewed at <http://instagram.com/about/legal/terms>, and other related policies.