

## **TERMS AND CONDITIONS OF ENTRY**

1. The name of the competition is "Luxottica Summer Rewards 2023-2024" ("the Competition").
2. 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.
3. 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 ("the Promoter").
4. To enter the Competition, entrants at the time of entering must be over the age of 18, legal residents of Australia or New Zealand and staff members of a participating retail store with whom the Promoter has a wholesale agreement ("Staff Entrant").
5. The Competition will commence at 12.01am on 19 October 2023 and close at 11.59pm on 21 March 2024. All times in these terms and conditions are expressed as the local time in Sydney, Australia.

6.

(a)

To enter the Competition, between 12.01am on 19 October 2023 and 11.59pm on 21 March 2024 ("Sales Period One"), the Staff Entrant of a Platinum Store Entrant must:

- (i) register for the Competition on <http://www.luxotticarewards.com.au> ("the Website");
- (ii) enter/update his/her personal details;
- (iii) confirm his/her ID and password; and
- (iv) accept participation in the Competition.

(b)

To enter the Competition, between 12.01am on 19 October 2023 and 11.59pm on 22 February 2024 ("Sales Period Two"), the Staff Entrant of an Independent Store Entrant or New Zealand based Store Entrant must:

- (i) register for the Competition on <http://www.luxotticarewards.com.au> ("the Website");
- (ii) enter/update his/her personal details;
- (iii) confirm his/her ID and password; and
- (iv) accept participation in the Competition.

(c)

The designation of a Store Entrant (a participating retail store in the Competition with whom the Promoter has a wholesale agreement) as a "Platinum Store Entrant" or "Independent Store Entrant" or "New Zealand based Store Entrant" will be at the sole discretion of the Promoter. The Promoter will inform each participating Store Entrant its relevant designation.

7. An eligible sale ("Eligible Sale") consists of the sale at a participating retail store in Australia or New Zealand by a Staff Entrant during either the Sales Period One or Sales Period Two (as applicable) ("the Competition Period") of one (1) pair of Luxottica-branded, from the following brands: Arnette, Burberry, Coach, Costa, Dolce and Gabbana, Emporio Armani, Michael Kors, Miu Miu, Oakley, Oliver People, Persol, Polo, Polo Prep, Prada, Prada Linea Rossa, Ralph Lauren, Ray-Ban, Swarovski, Tiffany & Co, Versace and Vogue.

8.

(a) Staff Entrants will earn one (1) sales point for each Eligible Sale he/she/they records on the Website during the Competition Period. Staff Entrants will earn one and a half (1.5) sales points for each Eligible Sale he/she/they records on the Website during the Competition Period with Polar, Prizm or Chromance lenses. Staff Entrants can also earn one and a half (1.5) sales points for each Eligible Sale he/she/they records on the Website during the Competition Period for Luxottica 'luxury' branded sales for the following brands: Prada Linea Rossa, Burberry, Miu Miu, Swarovski, Tiffany & Co, Prada, Dolce & Gabbana, Oliver Peoples, Persol, Versace ("Luxury Brands"). Staff Entrants can also earn three (3) sales points for each sale he/she/they records on the Website during the Competition Period for Oakley prescription sales that are made up of Oakley prescription lenses in an Oakley branded frame at a participating retail store in Australia or New Zealand during the Competition Period (for the avoidance of doubt, the sale must include both the Oakley lenses and the Oakley branded frame).

In addition to the above, Staff Entrants will earn BONUS points from time to time with a maximum of three (3) bonus sales points for each Eligible Sale he/she/they record on the Website during the Competition Period for the below brands sold during the below allocated periods of time. (Excluding Oakley Complete Pair):

- (i) Ray-Ban : Between 23 October to 29 October;
- (ii) Prada: Between 13 November to 19 November 2023;

- (iii) Swarovski: Between 4 to 10 December 2023;
- (iv) Oakley: Between 15 to 21 January 2024; and
- (v) Versace: Between 5 February to 11 February 2024.

Bonus sales points will only be awarded to entrants who record applicable Eligible Sales on the Website within seven (7) days from each end date per allocated period of time above.

Bonus sales points will be awarded to the entrant's account after the Promoter has verified the recorded Eligible Sales but no later than 5pm on 18 February 2024.

(b) Staff Entrants may also earn training points for successfully completing eligible "training modules" during the period between 12.01am on 19 October 2023 and 11.59pm on 22 February 2024 Independent & NZ, 11.59pm, Platinum 21 March 11.59 2024 ("Training Period") at the "Leonardo portal" at <https://leonardo.essilorluxottica.com/> as follows - one (1) training point for each eligible training module on Leonardo portal successfully completed by the entrant during the Training Period.

In addition to the above, Staff Entrants will earn maximum of two (2) bonus training points for each training module he/she/they successfully complete for the below brands during the below allocated periods of time:

- (i) Ray-Ban: Between 23 October to 29 October 2023
- (ii) Prada: Between 13 November to 19 November 2023;
- (iii) Swarovski: Between 4 to 10 December 2023;
- (iv) Oakley: Between 15 to 21 January 2024; and
- (v) Versace: Between 5 February to 11 February 2024.

Bonus training points earned for successfully completing training modules will be added to the entrant's points statement within 7 business days from completion of the relevant module but will be added by no later than 5pm on 18 February 2024.

Staff Entrants may also earn three (3) training points for participating in a "Kick off Call" as follows:

(a) "Kick off Calls" for Staff Entrants of a Platinum Store Entrant will be held at:

- (i) 6.00pm 18 October 2023 AEST
- (ii) 7.00pm 18 October 2023 NZST

(b) "Kick off Calls" for Staff Entrants of an Independent Store Entrant or New Zealand based Store Entrant will be held at:

- (i) 6.30pm 18 October 2023 AEST, 8.30pm NZST
- (ii) 7.30pm 18 October 2023 NZST 9.30pm NZST

Entrants are limited to a maximum of three (3) training points in total for participating in the "Kick off Call" category. The training points for participating in a "Kick off Call" will be added to the entrant's points statement by 5pm on 15 November 2023.

Notwithstanding any other provision in these terms and conditions, each Staff Entrant is limited to a maximum of twenty (40) training points in total during the Training Period.

(c) Only one (1) Staff Entrant can earn a sales point from an Eligible Sale he/she/they is personally involved in and each Eligible Sale can only count once in the Competition. The Promoter reserves the right to undertake spot checks of sales and ask for the Staff Entrant to provide proof of sale documentation at its discretion. Pooling of sales points to an entrant in a participating retail store is strictly prohibited and the Promoter reserves the right to disqualify an entrant and/or deduct sales points from an entrant where the entrant was not personally involved in the Eligible Sale recorded on the Website or the Promoter deems, in its sole discretion, pooling of sales points to an entrant in a participating retail store has occurred. If products are returned sales points for that Eligible Sale will be deducted.

(d) Each Eligible Sale must be recorded via the "claim a sale" page on the Website by the Staff Entrant during Sales Period One for each Staff Entrant of a Platinum Store Entrant during Sales Period Two for each Staff Entrant of an Independent Store Entrant or New Zealand based Store Entrant. Staff Entrants must complete all required details and upload all required materials including but not limited to a copy of the original invoice that records the eligible product(s) sold, date of sale, receipt/invoice number and store details. Hand written receipts will not be accepted as proof of sale. Sales points for Eligible Sales will be awarded to the entrant's account after the Promoter has verified the recorded Eligible Sales but no later than for Staff Entrants of Independent Store Entrants and New Zealand based Store Entrants by 5pm on 27 February 2024 and for Staff Entrants of Platinum Store Entrants by 5pm on 4 April 2024.

(e) Staff Entrants who successfully register for the Competition in accordance with clause 6 of these terms and conditions will be awarded a bonus three (3) Points if registered by 15 November 2023, and a further three (3) sales points will be added if first sales claim is made by 24 November 2023.

9. The Promoter accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to the Staff Entrant's, error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred. All inaccurate and/or incomplete entries will be deemed invalid.

10. Staff Entrants may be eligible to redeem sales points from up to five (5) different tiers of prizes as detailed below. Prize redemptions can only be made once the Staff Entrant has reached the defined sales points interval during the Sales Period One or Sales Period Two (as applicable) as specified below for the corresponding prize tier.

Points Interval	Prize Tier
30 sales points	Tier 1
60 sales points	Tier 2
90 sales points	Tier 3
300 sales points	Diamond Tier (Platinum)
250 sales points	Diamond Tier (Independent)

- (a) Tier 1 prize is available to a Staff Entrant who has earned thirty (30) sales points in the Competition. The prize for Tier 1 is a pair of Luxottica branded sunglasses or optical frames up to the recommended retail price ("RRP") of \$380 in the following brands: Arnette, Burberry, Coach, Dolce & Gabbana, Emporio Armani, Michael Kors, MuiMui, Oakley, Persol, Prada, Prada Linea Rossa, Ralph Lauren, Ray-Ban, Tiffany and Versace. The prizes in this tier are subject to availability and valued at up to \$380 RRP. In the event an entrant's selection is not available, the Promoter will contact the entrant via email and the entrant must respond within thirty (30) days with a second selection. In the event the entrant does not respond within the time allowed the entrant's claim to the Tier 1 prize will be forfeited. In the event the entrant's second selection is not available the Promoter may select a pair of Luxottica branded sunglasses or optical frames of an equal or higher value to the entrant's initial selection to award the entrant.
- (b) Tier 2 is available to a Staff Entrant who has earned sixty (60) sales points in the Competition. The prizes for Tier 2 are a selection of prizes listed on the Website up to the value of \$500 RRP. The prizes in this tier are subject to availability and are valued up to \$500 RRP. The listed prizes for Tier 2 on the Website will be limited in number and awarded in order of entrant claims lodged – the Website will display a live countdown of the amount of each prize still available to claim. Staff Entrants of a New Zealand based Store Entrant will be limited to redeem sales points for selected e-gift cards as listed on the Website from Tier 2 up to the value of NZ\$150.
- (c) Tier 3 is available to a Staff Entrant who has earned ninety (90) sales points in the Competition. The prizes for Tier 3 are a selection of prizes listed on the Website up to the value of \$350 RRP. The prizes in this tier are subject to availability and are valued up to \$350 RRP. The listed prizes for Tier 3 on the Website will be limited in number and awarded in order of entrant claims lodged – the Website will display a live countdown of the amount of each prize still available to claim. Staff Entrants of a New Zealand based Store Entrant will be limited to redeem sales points for selected gift cards as listed on the Website from Tier 3 up to the value of NZ\$300.
- (d) Diamond Tier (Platinum) is available to a Staff Entrant of a Platinum Store who has earned three hundred (300) sales points in the Competition. The prizes for Diamond Tier (Platinum) are a selection of prizes listed on the Website up to the value of \$850 RRP. The prizes in this tier are subject to availability and are valued up to \$850 RRP. The listed prizes for Diamond Tier (Platinum) on the Website will be limited in number and awarded in order of entrant claims lodged – the Website will display a live countdown of the amount of each prize still available to claim.
- (e) Diamond Tier (Independent) is available to a Staff Entrant of an Independent Store Entrant who has earned two hundred and fifty (250) sales points in the Competition. The prizes for Diamond Tier (Independent) are a selection of prizes listed on the Website up to the value of \$650 RRP. The prizes in this tier are subject to availability and are valued up to \$650 RRP. The listed prizes for Diamond Tier (Independent) on the Website

will be limited in number and awarded in order of entrant claims lodged – the Website will display a live countdown of the amount of each prize still available to claim.

11. Prize selections from the different sales points prize tiers can be selected by the Staff Entrant using sales points earned during the Sales Period One or Sales Period Two (as applicable). For example, a Staff Entrant who earns 90 sales points can select either one Tier 3 prize or multiple prizes from the Tier 1 and/or Tier 2 prizes that equate to a total value of 90 sales points (subject to prize availability and residential restrictions). A minimum of 30 sales points must be earned in the Competition for a Staff Member to be eligible to redeem a sales point prize.

12. Staff Entrants may be eligible to redeem training points for prizes from the “Training Tier”. Prize redemptions from the Training Tier can only be made once the Staff Entrant has reached twenty (20) training points. The training points prizes from the Training Tier are available to a Staff Entrant who has earned twenty (20) training points in the Competition. Each entrant is limited to a maximum of two (2) prize in the Training Tier. The prize for Training Tier is a pair of Luxottica branded sunglasses or optical frames up to \$380 RRP in the following brands: Arnette, Burberry, Coach, Dolce & Gabbana, Emporio Armani, Michael Korrs, Mui Mui, Oakley, Oliver Peoples, Persol, Prada, Prada Linea Rossa, Polo, Ray-Ban Tiffany, and Versace. The prizes in this tier are subject to availability and valued at up to \$380 RRP. In the event an entrant’s selection is not available, the Promoter will contact the entrant via email and the entrant must respond within thirty (30) days with a second selection. In the event the entrant does not respond within the time allowed the entrant’s claim to the Training Tier prize will be forfeited. In the event the entrant’s second selection is not available the Promoter may select a pair of Luxottica branded sunglasses or optical frames of an equal or higher value to the entrant’s initial selection to award the entrant.

13. Points may only be redeemed by the registered entrant and are not transferable. If requested by the Promoter, a winner must sign an indemnity and exclusion of liability deed (provided by the Promoter) in favour of all parties involved in the Competition and/or providing the prize. If a winner does not sign the indemnity form provided by the Promoter within the time requested by the Promoter, the winner’s entry or claim will be deemed invalid. Participating retail stores must be free of any overdue debts to the Promoter and any of the Promoter’s related body corporate for a Staff Entrant to claim a prize in the Competition.

14. Staff Entrants will be provided a five (5+) day grace period to record Eligible Sales on the Website – for Staff Entrants of Independent Store Entrants and New Zealand based Store Entrants by 11.59pm on 27 of February 2024 and for Staff Entrants of Platinum Store by 11.59pm on 4 April 2024 to count towards the sales points prize redemptions as detailed in clause 10. No Eligible Sales may be recorded on the Website after the period mentioned above in this clause 14.

Sales points for Eligible Sales recorded during the grace periods outlined in this clause 14 will be awarded to the entrant’s account after the Promoter has verified the recorded Eligible Sales but no later than for Staff Entrants of Independent Store Entrants and New Zealand based Store Entrants by 5pm on 2 March 2023 and for Staff Entrants of Platinum Store Entrants by 5pm on 30 March 2023.

15. Staff Entrants of Platinum Store must claim prizes via the Website by 11.59pm on 8 April 2024. Entrants by Independent Store Entrants and New Zealand must claim prizes via Website 11.59pm on 3 March 2024. Any points not used by a Staff Entrant by the time limits expressed above in this clause 15 will be forfeited. Prizes will be delivered to the entrant’s business address in Australia or New Zealand, nominated at the time of prize redemption.

16. Entrants acknowledge that there may be inherent risks in some aspects of the Competition, including without limitation a prize and that participation in the Competition and/or using a prize may involve participating in dangerous activities. By entering this Competition and/or accepting any prize, entrants accept that risk.

17. Prizes and participation in the Competition are subject to any conditions imposed by the supplier or organiser of the prizes, as applicable. All vouchers and gift cards are subject to the conditions stipulated by the provider of the voucher or gift card. Without limiting any other paragraph in these terms and conditions, the Promoter and its associated agencies and companies make no warranties or representations about the fitness for purpose or suitability of the prize and will not accept responsibility for the quality or fitness for any purpose of any element of the prize, or the failure of any element of the prize to be of merchantable quality. If liability under terms implied by legislation cannot be excluded, the liability of the Promoter is the minimum allowable by law.

18. The Promoter may, in its sole discretion, disqualify any or all entries from, and prohibit further participation in this Competition by, any person who tampers with or benefits from any tampering with the entry process or with the operation of the Competition or acts in violation of these terms and conditions, acts in a disruptive manner or acts with the intent to annoy, abuse, threaten or harass any other person.

19. No prize is transferable or exchangeable, nor can it be redeemed for cash. If for any reason a winner does not take an element of a prize at the time stipulated by the Promoter then that element of the prize will be forfeited by the winner and cash will not be supplied in lieu of that element of the prize. The Promoter accepts no responsibility for any variation in prize value. Where an element of a prize is unavailable for any reason, the Promoter may substitute for that element of the prize another item of equal or higher value as determined by the Promoter, subject to the approval of the relevant authorities, if required. Without limiting the foregoing, the Promoter may, at its absolute discretion, substitute cash for any prize (the amount of cash being equal to the element of the prize value specified in these terms and conditions).

20. If for any reason any aspect of this Competition and/or the prizes is not capable of running as planned, including by reason of war, terrorism, state of emergency, disaster, infection by computer virus, telephone network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Competition and/or the prizes, or invalidate any affected entries, subject to the approval of the relevant authorities, if required.

21. Without limiting any other paragraph, the Promoter may at its discretion amend any aspect of this Competition or of these terms and conditions, subject to applicable laws and subject to the approval of the relevant authorities, if required. All decisions by the Promoter are final and no correspondence will be entered into. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

22. Each entrant must ensure that any other person whose details have been provided by the entrant to the Promoter for the purposes of the entrant's participation in this Competition has given their implied or express consent for their details to be provided to the Promoter and any of its related bodies corporate and to be contacted by the Promoter or any of its related bodies corporate in relation to this Competition.

23. Collection, use and disclosure of information: The Promoter ("we", "us") collects the information that the entrant ("you") choose to provide to us for the purpose of conducting this Competition (which may include disclosure to third parties for the purpose of processing and conducting the Competition including but not limited to awarding the prizes). For websites you visit in connection with us and/or the Competition, the collection, use and management of your personal information while visiting the websites may be governed by additional privacy policies and terms and conditions. You should consult the website and its host for more details. 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 Level 34, 1 Denison Street, North Sydney, NSW 2060 or by emailing [customer.care@luxottica.com.au](mailto:customer.care@luxottica.com.au).

24. The: (a) Promoter, the Promoter's related entities and all agencies associated with the Competition; and (b) the employees, agents, directors and contractors, of all entities referred to in paragraph (a) above, shall not be liable for any loss or claim, action, demand, liability, damage, cost, expense or personal injury whatsoever (including but not limited to any direct, indirect or consequential loss), incurred, suffered or sustained by any person or entity (without limitation) in connection with, or arising from, the Competition or the acceptance or use of a prize, except that which cannot be excluded by law (in which case that liability is limited to the maximum extent allowable by law). 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 and New Zealand (as applicable). Without limitation on the foregoing, the Promoter is not responsible or liable for any costs, loss or damage arising out of any incorrect or inaccurate information, or information provided by the entrant, any variation in prize value to that stated in these terms and conditions, any tax liability incurred by a winner or entrant, any costs whatsoever associated with use of the prize or for any technical error, or any combination thereof that may occur in the course of the administration of the Competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.

25. Unless the contrary intention appears, a reference in these terms or in any advertisement relating to this Competition, to Australian dollars, dollars, A\$ or \$ is a reference to the lawful currency of Australia. All references to dollar amounts are inclusive of goods and services tax (GST). NZ\$ is a reference to the lawful currency of New Zealand.

26. In these terms and conditions "related body corporate" has the meaning given in the *Corporations Act 2001* (Cth) as in effect from time to time and "related bodies corporate" has a corresponding meaning.

27. The Competition is governed exclusively by the laws of Australia.

28. Any costs associated with entering and participating in the Competition and/or claiming and/or using a prize are the responsibility of the entrant.

