

## **TERMS AND CONDITIONS OF ENTRY**

1. The name of the competition is “Luxottica Summer Rewards 2024-2025” (“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 Luxottica South Pacific Holdings Pty Ltd (ABN 58 104 629 772) of Level 34, 1 Denison Street, North Sydney 2060 NSW (“the Promoter”).

### **How to Enter**

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 that is either:
  - (a) an Australian Platinum level retail store with whom the Promoter has a wholesale agreement (“Platinum Store Entrants”); or
  - (b) any other participating retail store in Australia and New Zealand with whom the Promoter has a wholesale agreement (“Retail Store Entrants”), collectively referred to as “Entrants”.

The determination of an Entrant as a “Platinum Store Entrant” or “Retail Store Entrant” will be at the sole discretion of the Promoter and subject to meeting the eligibility requirements above. The Promoter will inform each participating Store of its relevant designation.

5. The Competition will be run in two periods:
  - (a) entry for Platinum Store Entrants will commence at 12.01am on 4 November 2024 and close at 11.59pm on 28 March 2025 (“Sales Period One”).
  - (b) entry for Retail Store Entrants will commence at 12.01am on 4 November 2024 and close at 11.59pm on 3 March 2025 (“Sales Period Two”); collectively referred to as the “Competition Periods”.

All times in these terms and conditions are expressed as the local time in Sydney, Australia.

6. To enter the Competition, Entrants must during their respective Competition Periods:
  - (a) register for the Competition on <http://www.luxotticarewards.com.au> (“the Website”);
  - (b) enter/update his/her personal details;
  - (c) confirm his/her ID and password; and
  - (d) accept participation in the Competition.

7. An eligible sale consists of a sale at a participating retail store in Australia or New Zealand by an Entrant during the Competition Periods of one (1) pair of Luxottica-branded glasses from the following brands: Arnette, Burberry, Coach, Costa, Dolce and Gabbana, Emporio Armani, Giorgio Armani, Jimmy Choo, Michael Kors, Miu Miu, Oakley, Oliver People, Persol, Polo, Polo Prep, Prada, Prada Linea Rossa, Ray-Ban, Swarovski, Tiffany & Co, Versace and Vogue (“Eligible Sale”).

### **Accumulation of Points**

8. Entrants will earn points as follows:
  - (a) one (1) sales point for each Eligible Sale he/she/they records on the Website during the Competition Periods;
  - (b) 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;
  - (c) 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: Burberry, Dolce & Gabbana, Giorgio Armani, Miu Miu, Oliver Peoples, Persol, Prada, Prada Linea Rossa, Swarovski, Tiffany & Co, and Versace (“Luxury Brands”).
  - (d) 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 (for the avoidance of doubt, the sale must include both the Oakley lenses and the Oakley branded frame).

### ***Bonus Points***

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 18th - 24th November 2024
- (ii) Prada: Between 9th - 15th December 2024
- (iii) Oakley: Between: 13th - 19th January 2025

- (iv) Versace: Between 3rd - 9th February 2025

Bonus sales points will only be awarded to entrants who record on the Website any Eligible Sales of the above brands in their respective periods on the Website, within seven (7) calendar 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 by no later than 5pm on 3 March 2025.

#### *Registration and First Sale Bonus Points*

Entrants who successfully register for the Competition in accordance with clause 6 of these terms and conditions will be awarded three (3) bonus points if registered by 22 November 2024, and a further three (3) sales points will be added if first sales claim is made by 29 November 2024.

#### *Training Points*

Entrants may also earn one (1) training point for each eligible training module on Leonardo portal at <https://leonardo.essilorluxottica.com/> successfully completed by the Entrant during their respective Competition Periods (between 12.01am on 4 November 2024 and close at 11.59pm on 3 March 2025 for Retail Store Entrants and between 12.01am on 4 November 2024 and close at 11.59pm on 28 March 2024 for Platinum Entrants) ("training points").

In addition to the above, Entrants will earn a 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 18th - 24th November 2024
- (ii) Prada: Between 9th - 15th December 2024
- (iii) Oakley: Between: 13th - 29th January 2025
- (iv) Versace: Between 3rd - 9th February 2025

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 3 March 2025.

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

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

- (i) 6.00pm 4 November 2024 AEDT;
- (ii) 6.00pm 4 November 2024 NZDT.
- (iii) 8pm 4 November 2024 AEDT.

(b) "Kick off Calls" for Retail Store Entrants will be held at:

- (i) 6.30pm 4 November 2024 AEDT;
- (ii) 8.30pm 4 November 2024 AEDT.

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 22 November 2024.

Notwithstanding any other provision in these terms and conditions, each Staff Entrant is limited to a maximum of twenty (20) training points in total during the Training Period.

9. Only one (1) 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 an 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.

10. Each Eligible Sale must be recorded via the "claim a sale" page on the Website during Sales Period One for each Platinum Store Entrant and during Sales Period Two for each Retail 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:

- (a) for Retail Store Entrants by 5pm AEST on 7 March 2025; and
- (b) for Platinum Store Entrants by 5pm AEST on 2 April 2025.

11. 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.

### Prizes

12. 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 Entrant has reached the defined sales points interval during their respective Competition Period (either 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 Entrants who have earned thirty (30) sales points. The prize for Tier 1 is a pair of Luxottica branded sunglasses or optical frames up to the recommended retail price ("RRP") of \$380AUD in the following brands: Arnette, Burberry, Coach, Dolce & Gabbana, Emporio Armani, Giorgio Armani, Jimmy Choo, Michael Kors, Mui Mui, Oakley, Persol, Prada, Prada Linea Rossa, Ray-Ban, Tiffany and Versace. The prizes in this tier are subject to availability and valued at up to \$380AUD 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 Entrants who have earned sixty (60) sales points. The prizes for Tier 2 for all Australian based Retail Store Entrants are a selection of prizes listed on the Website up to the value of \$150AUD RRP. New Zealand based Retail Store Entrants 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.  
The prizes in this tier are subject to availability and are valued up to \$150AUD 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. These prizes will only be available until the allocation is exhausted.
- (c) Tier 3 is available to a Entrants who have earned ninety (90) sales points. The prizes for Tier 3 for all Australian based Retail Store Entrants are a selection of prizes listed on the Website up to the value of \$350AUD RRP.  
New Zealand based Retail Store Entrants 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\$350.  
The prizes in this tier are subject to availability. 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. These prizes will only be available until the allocation is exhausted.
- (d) Diamond Tier (Platinum) is available to Platinum Store Entrants who have earned three hundred (300) sales points. The prizes for Diamond Tier (Platinum) are a selection of prizes listed on the Website up to the value of \$850AUD RRP. The prizes in this tier are subject to availability and are valued up to \$850AUD 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. These prizes will only be available until the allocation is exhausted.

- (e) Diamond Tier (Independent) is available to Retail Store Entrants only who have earned two hundred and fifty (250) sales points. The prizes for Diamond Tier (Independent) are a selection of prizes listed on the Website up to the value of \$650AUD RRP. The prizes in this tier are subject to availability and are valued up to \$650AUD 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. These prizes will only be available until the allocation is exhausted.

Prize selections from the different sales points prize tiers can be selected by an Entrant using sales points earned during their respective Competition Periods (Sales Period One or Sales Period Two (as applicable)). For example, an 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 an Entrant to be eligible to redeem a sales point prize.

#### *Training Tier Prizes*

Entrants will be eligible to redeem training points for prizes from the “Training Tier” once the Entrant has reached twenty (20) training points. Each Entrant is limited to a maximum of two (2) prizes in the Training Tier prize pool. The prize for Training Tier is a pair of Luxottica branded sunglasses or optical frames up to \$380AUD RRP in the following brands: Arnette, Burberry, Coach, Dolce & Gabbana, Emporio Armani, Giorgio Armani, Jimmy Choo, 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. 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.

#### **General**

13. Points may only be redeemed by the registered Entrant and are not transferable.

14. Staff Entrants will be provided a five (5) day grace period to record Eligible Sales on the Website:

- (a) for Retail Store Entrants, the grace period will end by 11.59pm on 7 of March 2025; and  
(b) for Platinum Store Entrants, the grace period will end by 11.59pm on 2 April 2025 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 Retail Store Entrants by 5pmAEDT on 7 March 2025 and for Platinum Store Entrants by 5pmAEDT on 3 April 2025.

15. Platinum Store Entrants must claim prizes via the Website by 11.59pmAEDT on 2 April 2025. Retail Store Entrants must claim prizes via Website by 11.59pmAEDT on 11 March 2025. 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. It is the sole responsibility of each Participating retail store to ensure compliance with all applicable privacy and data protection laws in relation to their customers (the end consumers). We explicitly state that any obligations or liabilities regarding the handling or processing of customer data rest with the store/practice, and not with us. Additionally, no patient or customer details should be visible in any materials or submissions.

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).

All data collected during the course of this program will be securely stored and retained only for the duration necessary to fulfill its purpose. We commit to removing all collected data from our digital storage systems by 30 April 2025. After this date, all data will be permanently deleted in compliance with applicable privacy and data protection laws.

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, AUD or \$ is a reference to the lawful currency of Australia. All references to dollar amounts are inclusive of goods and services tax (GST). NZD 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.