

## GIFT WITH PURCHASE TERMS AND CONDITIONS

1. Information on eligibility and gifts form part of these conditions. By participating, customers agree to be bound by these conditions. Entries must comply with these conditions to be valid.
2. The Promoter is Hanes Innerwear Australia Pty Ltd ABN: 40 098 742 655 having its registered address at Level 1, 115 Cotham Road, Kew, Victoria 3101, [bondssupport@hanes.com](mailto:bondssupport@hanes.com), (+61 3) 8862 1400.
3. The promotion commences at 9AM AEST on Monday 18 September 2023 and ends at 7PM AEST on Sunday 24 October 2023, or until stock is exhausted (Promotion Period).
4. The Promotion is available online only (not available in stores) and is open to customers who are aged 18 years or over (Eligible Customers). Officers, employees and their immediate families, of the Promoter, retailers, suppliers, associated entities and agencies associated with this Promotion are ineligible to participate.
5. To enter, Eligible Customers must during the Promotion Period visit [www.bonds.com.au](http://www.bonds.com.au) and make a purchase of one or more products within the Baby category, excluding where Baby socks are the only product purchased (Qualifying Purchase). The Gift will be offered at the time of checkout of the Qualifying Purchase and must be added to the cart prior to final checkout.
6. The gift is one Bonds Wonderbums Reusable Nappy valued at RRP \$34.99 (Gift). There are 6000 Gifts available. The total prize pool is valued at RRP \$209,940. The Gift cannot be returned for a refund, exchanged for change of mind, or be offered for re-sale.
7. A limit of one Gift applies per transaction and per person. The Gift will be provided at the time of delivery of the Qualifying Purchase. If the Qualifying Purchase or any part of it is returned for change of mind, the Gift, in original packaging and unused must also be returned, otherwise the value of the Gift may be deducted from any refund or exchange given for the Qualifying Purchase.
8. In the event that the Gift becomes unavailable for reasons beyond the Promoter's control, the Promoter may substitute a gift with a gift of equal or greater value.
9. If a Gift is not accepted, the Gift will be regarded as forfeited and the Promoter may distribute any unclaimed Gifts to other Eligible Customers.
10. The Promoter assumes no responsibility for any failure to receive an entry or for inaccurate information or for any loss, damage, or injury as a result of technical or telecommunications problems, including security breaches.
11. Personal information including an Eligible Customer's name, address, telephone number and email may be collected and used for the purpose of delivering the Qualifying Order and conducting this Promotion and for promotional and marketing purposes (including for direct

electronic marketing) (Purpose). By entering this Promotion, Eligible Customer's consent to the use of their personal information for the Purpose.

12. Eligible Customers may access, change and/or update their personal information by contacting the Promoter. A copy of the Promoter's Privacy policy is available at <https://www.bonds.com.au/privacy-policy>. The Privacy Policy contains information about how individuals may access or correct personal information or make a privacy related complaint.

13. The Promoter's decision is final and binding and no correspondence will be entered into.

14. Gift recipients may have rights under the Australian Consumer Law and other similar legislation which cannot be excluded, restricted or modified by the Promoter. These terms and conditions do not exclude, restrict or limit those statutory rights in any way. However, to the extent permitted by law, the Promoter (including its officers, employees and agents) excludes all liability whether arising in tort (including without limitation negligence), contract or otherwise for any personal injury or any other loss or damage (including without limitation loss of opportunity or loss of profits) whether direct, indirect, special or consequential, arising in any way out of the Promotion, including, without limitation (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 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 market value to that stated in these terms and conditions; (e) any tax implications; and/or (f) the Gift or use of the Gift.

15. This clause applies where the promotion is operated or promoted via Facebook. Entry and continued participation in the Promotion is dependent on Participants following and acting in accordance with the Facebook Statement of Rights and Responsibilities, which can be viewed at <http://www.facebook.com/terms.php>. This Promotion adheres to the terms and conditions set out in the Facebook promotion guidelines which can be found at: [http://www.facebook.com/promotions\\_guidelines.php#promotionsguidelines](http://www.facebook.com/promotions_guidelines.php#promotionsguidelines). This Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. Participants understand that they are providing their information to the Promoter and not to Facebook. The information a Participant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this Promotion must be directed to the Promoter and not to Facebook. All Participants unconditionally and irrevocably release and discharge Facebook from any and all liability in relation to the Promotion.

16. This clause applies where the promotion is operated or promoted via Instagram. Entry and continued participation in the Promotion is dependent on Participants following and acting in accordance with the Instagram Terms of Use, which can be viewed at <http://www.instagram.com/legal/terms/>. This Promotion adheres to the terms and conditions set out in the Instagram promotion guidelines which can be found at: <https://help.instagram.com/179379842258600>. This Promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram. Participants understand that

they are providing their information to the Promoter and not to Instagram. The information a Participant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this Promotion must be directed to the Promoter and not to Instagram. All Participants unconditionally and irrevocably release and discharge Instagram from any and all liability in relation to the Promotion.

17. If for any reason beyond the reasonable control of the Promoter this Promotion is not capable of running as planned, the Promoter reserves the right in its sole discretion to take any action that may be available to it, and to cancel, terminate, modify or suspend the Promotion, or amend these terms and conditions, unless to do so would be prohibited by law.

18. This Promotion is covered by the following permits: NSW Authority Number TP/01032.