| Terms and Conditions Schedule | |
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| **Item 1: Promotion Name** | Berlei 'Win Your Cart' Promotion |
| **Item 2: Permit Number** | N/A |
| **Item 3: Promoter** | Hanes Innerwear Australia Pty Ltd ABN: 40 098 742 655 of Level 1, 115 Cotham Road, Kew, Victoria 3101<br>Email: rebecca.harrison@hanes.com<br>Phone: **1800 806 906** |
| **Item 4: Website** | Berlei.com.au |
| **Item 5: Promotion Period** | Monday 23rd November 2026 for 1 day only. |
| **Item 6: Entrant Restrictions** | Entrants must be 18+, a Berlei member and purchasing with delivery to an Australian address. |
| **Item 7: Method of Entry** | Entrants must make a purchase on berlei.com.au on Monday 23rd November 2026 while logged in to their Berlei account. |
| **Item 8: Judging Details** | N/A |
| **Item 9: Draw Details** | Winners will be randomly drawn on Tuesday 24th November 2025 at 11.00am from all valid entries received. The first 10 entrants drawn will be the winners. |
| **Item 10: Prize Details** | A refund of the winner's qualifying purchase, up to the value of $100. Total prize pool: up to $1,000.<br>The Prize will be fulfilled by refunding the winning transaction (up to $100) to the original payment method(s) within 14 business days of winner confirmation. |
| **Item 11: Publication Details** | Winners will be published on berlei.com.au by 7th December 2026. |
| **Item 12: Unclaimed Prize Draw** | If winner does not respond to their winning confirmation email by 7th December 2026, a new winner will be chosen at random on Tuesday, 8 December 2026 at 11.00am. |
| **Item 13: Use of Personal Information** | N/A |
| **Item 14: Other Conditions** | Promotion is available online only at berlei.com.au. Not available in stores.<br>If more than 1 x shopping cart purchase is made by a winner on Monday 23rd November 2026, the first shopping cart purchase will be the one that is refunded – up to the total value of $100.<br>No refunds on qualifying purchases for change of mind; exchanges only. Faulty items covered under Australian Consumer Law. |

Terms and Conditions

**1. INTRODUCTION**

1.1 By submitting an entry into this Promotion, entrants warrant that they have read, understand and agree to be bound by these Terms and Conditions and the Terms and Conditions Schedule, including any special conditions set out in Item 14: Other Conditions.

1.2 To the extent that there is any inconsistency between the Terms and Conditions Schedule and these Terms and Conditions, the Terms and Conditions Schedule will prevail.

1.3 References in these Terms and Conditions to Items are references to the corresponding Item in the Terms and Conditions Schedule.

**2. DURATION**

This Promotion will operate for the Promotion Period set out in Item 5: Promotion Period.

**3. ELIGIBILITY**

3.1 Entrants must at all times comply with Item 6: Entrant Restrictions. Those entrants who have not complied with Item 6 will be disqualified.

3.2 Employees of the Promoter and its related bodies corporate and all associated sponsors and participating companies, as well as the immediate families of those employees are ineligible to enter.

3.3 Entrants warrant that they are entering the Promotion in a wholly private nature and are not entering on behalf of a business or enterprise activity they are involved in.

**4. METHOD OF ENTRY**

4.1 Entrants may only enter this Promotion is accordance with Item 7: Method of Entry. Those entrants who have not complied with Item 7 will be disqualified.

4.2 Inaudible, incomplete, incomprehensible or late entries will not be eligible and will be disqualified. The Promoter reserves the right to disqualify any entry which in the opinion of the Promoter includes any content which may be unlawful, profane, inflammatory, defamatory and/or damaging to the goodwill or reputation of the Promoter.

4.3 Any person who is discovered to have used or attempted to use more than one name or other identifier in entering the Promotion will be disqualified from participating in the Promotion and/or redeeming a prize.

4.4 Unless otherwise stated in these terms and conditions, no person may enter this Promotion more than once and persons may not enter or participate in it on behalf of any third party.

4.5 All entrants acknowledge that the Promoter may rely on clauses 4.1 to 4.4 even after the Promoter has awarded or appeared to have awarded the prize to a person or after a person is announced as a prize winner. The Promoter reserves its rights to require return of the prize, or payment of its value, to the Promoter if this occurs.

4.6 Should an entrant's contact details change during the Promotion Period, it is the entrant's responsibility to notify the Promoter. A request to access or modify and information provided in an entry should be directed to the Promoter at its address identified in Item 3.

4.7 Should an entrant be required to submit a third party's personal information as a part of entry into or participation in this Promotion, 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 Promotion has given their express consent:

a. for the details to be provided to the Promoter and any of its related bodies corporate;
b. for that information to be used as intended in this Promotion; and
c. to be contacted by the Promoter or any of its related bodies corporate in relation to this Promotion.

4.8 Should the Promotion require the entrant to submit a photograph or other material as a part of entry into or participation in this Promotion ("Submission"), the entrant warrants in relation to any Submission:

a. that it does not contain any material that is unlawful or fraudulent or that may be in breach of any privacy, publicity, intellectual property or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, racist, ageist, sexist or otherwise unsuitable for publication;
b. they will only submit material which they have personally created or have the right to submit;
c. the Submission shall not contain viruses or cause injury or harm to any person or entity;
d. if their Submission depicts any person other than the entrant, the entrant has obtained that person's consent to inclusion in their entry for the purposes of this promotion;
e. that it complies with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems;

f. that the Submission does not include any Indigenous Cultural or Intellectual Property (ICIP) unless:
   i. specifically disclosed to the Promoter in writing at the time of entry; and
   ii. created by a member of the relevant First Nations' community who is entitled to create such works; and
   iii. the relevant community has consented to the Submission being used as an entry in this Promotion,
   this warranty being given in acknowledgment that First Nations peoples (including those from Aboriginal and Torres Strait Islander communities and cultures) have rights in relation to their cultural heritage, which includes rights in images depicting art styles and symbols;
g. they have the full authority to grant to the Promoter the rights referred to in these Terms and Conditions; and
h. they will indemnify the Promoter against all costs and claims by third parties arising from a breach of the warranties contained in these Terms and Conditions.

4.9 Entries submitted via SMS, email or other electronic means are deemed to be received at the time of receipt into the Promoter's database not at the time of transmission by the entrant.

4.10 If this Promotion involves entry via:

i. phone call, each call is charged at no more than 55 cents (including GST) from a fixed phone. Calls may attract a higher rate from mobile or public phones; or
ii. SMS, each SMS is charged at 55 cents (including GST). To enter, entrants will need a compatible mobile phone connected to a service provider that permits text messaging to a premium SMS number. It is recommended that entrants check with their individual service provider in this regard; or
iii. the internet, entrants are responsible are responsible for their own costs associated with accessing the Internet.

4.11 Should the Promotion involve voting, the accuracy of the polling results received and published by the Promoter is final and binding and no correspondence will be entered into.

**5. DETERMINING PRIZE WINNERS**

5.1 If the prize is awarded by judging, the judging will take place in accordance with Item 8: Judging Details.

5.2 If the prize is awarded via a prize draw, the draw will take place in accordance with Item 9: Draw Details.

5.3 Subject to State regulations and anything expressly permitted in the Terms and Conditions Schedule, in the event that the Promoter becomes aware that the same person has been selected as a prize winner more than once, the Promoter will cause another name to be drawn/selected in their place.

**6. PRIZES**

6.1 All prizes are awarded in accordance with Item 10: Prize Details.

6.2 All prize values are the recommended retail value as provided by the prize supplier, are in Australian dollars and are correct at the time of printing. The Promoter takes no responsibility for variations in the prize value.

6.3 Should the prize included tickets to an event at which alcohol will be served ("the Event") the prize winner and each guest of a prize winner must be aged 18 years or over. Minors are not permitted to attend the Event. All prize winners and their guests must carry valid photo identification with them at all times during the Event.

6.4 If alcohol is made available as part of the prize at the Event, then this will be provided subject to the principles of responsible service of alcohol as exercised by the staff and management of the premised at the Event takes place. The premises staff and management reserve the right to refuse service of alcohol to any prize winner or their accompanying guest should they be deemed to be intoxicated.

**7. PRIZE CONDITIONS**

7.1 The Promoter does not warrant the merchantability, suitability and/or fitness for purpose of any goods and/or service awarded as a prize.

7.2 No other costs will be included and all expenses (including, but not limited to, the costs of transport to and from a prize venue and meals), other than those specifically referred to in item 10: Prize Details, will be at each winner's and (if applicable) their accompanying guest's cost. Any accommodation is for room charges only.

7.3 All prizes are subject to availability, non transferable and non exchangeable, must be used on any dates specified in these terms and conditions, by the Promoter and/or by the prize provider and are not redeemable for cash unless cash is specified. Specifically, prizes may not be valid during school holidays or other peak times designated by the prize supplier.

7.4 If a prize is in the form of a gift card or voucher, the prize is subject to any conditions specified by the issuer. The Promoter shall not be liable for any gift card or voucher that has been lost, stolen, forged, damaged or tampered with in any way.

7.5 If a prize winner does not take any 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 awarded in lieu of that prize or any part of it.

7.6 It will be each winner's and (if applicable) their accompanying guest's responsibility to take out all relevant insurance (including but not limited to travel insurance) which may be required or prudent to be taken (at their own cost).

7.7 Where a prize involves a "meet and greet" element, the meet and greet with the celebrity/public figure will be at the discretion of the celebrity/public figure's management and will at all times be subject to availability of the celebrity/public figure. The Promoter will not be liable for the failure of the winner and any accompanying guests to meet the celebrity/pubic figure for whatever reason, and no cash or alternative tickers will be awarded in lieu of that element of the prize.

7.8 The Promoter reserves the right to exclude any persons from the Promotion on the ground of their medical condition or history, for the safety of the Promoter's staff members or others or for any other reason, for example bringing the Promoter's brand into disrepute. The Promoter also reserves the right to disqualify contestants if:

a. a contestant at any stage engages in, causes or incites physical violence, inappropriate, illegal, unsocial or unsafe behaviour; and/or
b. the safety of any of the Promoter's staff members is compromised.

7.9 The Promoter will not award the prize if the Promotion is terminated.

**8. NOTIFICATION**

8.1 All prize winner(s) will be notified either in writing (which includes electronically) or by telephone.

8.2 Details of prize winners will be published in accordance with Item 11: Publication Details, if applicable.

**9. PRIZE COLLECTION**

9.1 Prize winners receive their prize as stated in item 10: Prize Details or as informed by the Promoter at the time of winning. The Promoter reserves the right to request winners to provide proof of identity, proof of residency and/or proof of entry validity (for example, a phone bill or store receipt for purchase requirement) in order to claim a prize. Proof of identity, residency and/or entry validity considered suitable for verification is at the Promoter's discretion. Where multiple entries are permitted provided that the entrant meets a purchase requirement in respect of each entry, entrants must retain their proof of purchase for each entry submitted and failure to do so may, at the Promoter's sole discretion, invalidate all their entries. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.

9.2 If requested by the Promoter at any time prior to receipt of a prize, all prize winners must sign these terms and conditions in a form prescribed by the Promoter in order to receive their prize.

9.3 Entrants proposing to redeem prizes involving, or participate in the Promotion where it involves, travel, stunts or challenges, do so at their own risk and, at the absolute discretion of the Promoter, may first be required to:

a. Submit to a medical examination by a medical practitioner approved by the Promoter and obtain relevant medical clearance to participate in the Promotion and/or redeem the prize; and/or
b. Execute a Deed of Release and Indemnify in a form prescribed by the Promoter or prize supplier in order to participate further in the Promotion and/or redeem the prize.

**10. PRIZE AVAILABILITY**

10.1 The Promoter will not be responsible or liable if for any reason beyond their reasonable control any element of any prize is not available. The Promoter may, subject to State regulations, substitute a different prize of equivalent value in place of any prize.

10.2 The Promoter will not be responsible for any changes in times or dates, or cancellations or rescheduling of events that may prevent the prize winner from redeeming the prize or any part of it.

10.3 Where the prize involves the winner's attendance at or tickets to an event, if any part of the event is cancelled, varied or rescheduled for any reason, then at the Promoter's discretion, the winner and any accompanying guests will forfeit all rights to attend the relevant event and no cash or alternative tickers will be awarded in lieu of that element of the prize.

**11. TAXES**

Any tax payable as a result of a prize being awarded or received will be the responsibility of the winner. Winners should seek independent financial advice prior to accepting a prize if this is a concern.

**12. UNCLAIMED PRIZES**

Prizes unclaimed after a period of three (3) months (or such shorter period stated in Item 12: Unclaimed Prize Draw) will be forfeited subject only to State regulations and any express provisions contained in the Terms and Conditions Schedule.

**13. PUBLICITY MATERIALS**

13.1 It is a condition of entry that the Promoter has the right to publicise, broadcast or communicate to the public the names, characters, likenesses or voices of any entrants for any promotion of or matter incidental to the Promotion.

13.2 Entrants may be required by the Promoter to participate in photo, recording, video and/or film session(s) (the "publicity materials") and acknowledge that the Promoter has the right to use such publicity materials in any medium (including, without limitation, the internet) and in any reasonable manner it sees fit, unless that person advises the Promoter at the time of entering the Promotion that they wish to retain their anonymity.

13.3 Entrants also acknowledge that the publicity materials may be provided to the prize provider for the purposes of promotional display.

**14. COPYRIGHT AND MORAL RIGHTS**

By entering this Promotion all entrants:

a. assign to the Promoter all rights including present and future copyright in their entry (including any Submission) and publicity material in all media (including, without limitation, the internet) and whether in existence or not or created in the future;

b. consent to any use of their entry which may otherwise infringe their moral rights and agree not to assert any moral rights in respect of their entry, (including any Submission) and the publicity materials (wherever and whenever such rights are recognised) against the Promoter, its assigns, licensees and successors in title.

**15. RELEASE AND INDEMNITY**

To the extent permitted by law, all entrants release the Promoter from, and indemnify the Promoter against, all liability, cost, loss or expense arising out of participation in the Promotion and/or acceptance and use of any prize(s) including (but not limited to) loss of income, loss of opportunity, personal injury and damage to property, whether direct, indirect, special or consequential, foreseeable, due to some negligent act or omission or otherwise.

**16. TAMPERING AND OTHER MATTERS**

16.1 If for any reason this Promotion is not capable of running as planned as a result of any (including but not limited to) technical failures, unauthorised intervention, computer virus, mobile phone failure, tampering, fraud or any other causes beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter reserves the right (subject to State regulations) to cancel, terminate, modify or suspend the promotion and/or any draw/s or judging related to the promotion and/or disqualify any individual who (whether directly or indirectly) causes or benefits from the same.

16.2 The Promoter accepts no responsibility for any late, lost or misdirected entries including but not limited to electronic messages not received by the Promoter due to technical disruptions, network congestion or other reasons. The use of any automated entry software or any other mechanical or electronic means that permits any person to enter the Promotion repeatedly is prohibited.

**17. LEAVE FOR PARTICIPATION**

To the extent applicable by the nature of the Promotion, obtaining time off work and/or study or related activities to participate in the Promotion and/or a prize will be the sole and absolute responsibility of each entrant.

**18. SOCIAL MEDIA**

18.1 This clause applies where the promotion is operated or promoted via a social media platform ("Platform") such as Meta (Facebook or Instagram), Twitter, TikTok etc.

18.2 By using and entering this Promotion on the Platform, entrants:

a. agree to comply with the Platform's terms of use; and

b. release the Platform from all claims based on, related to or arising from the Promotion; and

c. acknowledge and agree that this Promotion is in no way sponsored, endorsed, administered or affiliated with the Platform.

**19. TERMINATION OF PROMOTION**

The Promoter may (subject to State Regulations) vary the terms of, or terminate, this Promotion at any time at its absolute discretion without liability to any contestant or other person. The Promoter will not award the prize if the Promotion is terminated.

**20. DECISIONS FINAL**

All decisions and actions of the Promoter relating to the Promotion and/or redemption of the prizes are at its absolute discretion and are final. No discussions or correspondence with entrants or any other person will be entered into.

**21. FAILURE TO ENFORCE TERMS AND CONDITIONS**

A failure by the Promoter to enforce any one of these terms and conditions in any instance(s) will not give rise to any claim or right of action by any other person or contestant.

**22. PERSONAL INFORMATION AND PRIVACY**

The personal information supplied by entrants when entering this Promotion will be used by the Promoter for the purpose of conducting this Promotion and as set out in item 13: Use of Personal Information. Please also refer to the Promoter's Privacy Policy by visiting the website identified in Item 4: Website for more information as entry in this Promotion is an agreement to be bound by that policy in respect of personal information submitted in this Promotion. Entrants may have their details removed from the Promoter's database by contacting the Promoter using any of the details in Item 3 or by sending an email to privacyofficeraustralasia@hanes.com. If an entrant's details are removed prior to the conclusion of the Promotion and/or award of prize(s), entrants will forfeit their right to claim any prizes.

**23. GOVERNING LAW AND JURISDICTION**

This Promotion is governed by the laws of Victoria. Entrants submit to the jurisdiction of the courts of that State.