**Beautyheaven Glosscar Awards 2022 – Live Voting**

**Terms and Conditions**

1. Information on how to vote forms part of these terms and conditions. By voting, you agree to be bound by these terms and conditions. These terms and conditions are to be read in conjunction with the terms and conditions applicable to your use of the beautyheaven Glosscar Awards website at [www.beautyheaven.com.au/skin-care/glosscar-awards-2022-vote-now](http://www.beautyheaven.com.au/skin-care/glosscar-awards-2022-vote-now) (“Website”).
2. Voting commences at 10:00am AEST on 14/03/2022 and ends at 23:59pm AEST on 27/03/2022(“Live Voting Period”).
3. If you are under the age of 18 years, you must have the prior consent of your parent or legal guardian to vote. Voting is open to selected beautyheaven members who are Australian residents.
4. You can vote for a nominee in each of the categories for beautyheaven Glosscar Awards 2022 by, during the Live Voting Period, going to the Website and following the voting instructions. You may only vote for one nominee in each category and, you must vote in all categories to be able to submit successfully.
5. You may only vote once.
6. You warrant that you have not received any incentive in relation to the casting of your vote.
7. The Organiser reserves the right, at any time, to verify the validity of votes and voters (including a voter’s identity, age and place of residence) and to disqualify any voter who submits a vote that is not in accordance with these terms and conditions or who tampers with the voting process, including by: (a) corrupting or attempting to corrupt the administration, security, fairness, integrity or proper conduct of the voting mechanism or process (including a Website voting mechanism); or (b) using an automated process to submit a vote or votes. Failure by the Organiser to enforce any of its rights at any stage does not constitute a waiver of those rights. Any vote that the Organiser deems otherwise inappropriate will be ineligible and will be discarded.
8. The Organiser accepts no responsibility for any votes not received by the Organiser or delays in the delivery of votes due to any reason whatsoever. A vote will only be counted as being received once it has been received by the Organiser and not when it was sent. The Organiser accepts no responsibility for late, lost or misdirected votes.
9. Access to the voting application on the Website may be limited on some mobile, tablet and other portable devices. It is your responsibility to check the functionality of the voting application on your device prior to voting. The Organiser accepts no responsibility for any technical issues that result in the failure of the functionality of the voting application or Website or for any inability to access the Website at the time you intend on doing so.
10. Any costs associated with voting, including data costs, are the voter’s responsibility.
11. The Organiser’s decision in relation to all aspects of the voting is final and no correspondence will be entered into.
12. Without limiting any other right of the Organiser, in the event of unforeseen circumstances, war, terrorism, state of emergency or disaster (including but not limited to natural disaster) the Organiser may cancel, terminate, modify or suspend the voting.
13. The Organiser reserves the right to keep all voting results confidential.
14. You acknowledge that the political, professional and personal views of the nominees for the beautyheaven Glosscar Awards are in no way a reflection of the Organiser’s views.
15. You acknowledge that the Organiser may disqualify any nominee for a beautyheaven Glosscar Awards and that, in such circumstances, any vote by you for that nominee will be forfeited.
16. 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 or similar applicable laws (“Non-Excludable Guarantees”). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Organiser (including its officers, employees and agents) excludes all liability (including negligence) for any: (a) personal injury arising in any way out of participation in voting; or (b) any loss or damage (including loss of opportunity), whether direct, indirect, special or consequential, arising in any way out of: (i) participation in voting; (ii) any technical difficulties or equipment malfunction (whether or not under the Organiser’s control); (iii) any theft, unauthorised access or third party interference; or (iv) any vote that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Organiser) due to any reason beyond the reasonable control of the Organiser.
17. The Promoter collects personal information (“PI”) in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its privacy policy, which can be accessed by visiting http://www.aremedia.com.au/privacy.htm. In addition to any use that may be outlined in the Promoter’s Privacy Policy, the Promoter may also, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to opt out, access, update or correct PI to the Promoter and direct any complaints regarding treatment of their PI according to the Privacy Policy. All entries become the property of the Promoter.
18. The Promoter is Are Media Pty Ltd (ABN 18 053 273 546) of 54 Park Street, Sydney, NSW 2000. Phone: 9282 8000.