**WIN! One of Three Coach Brooklyn Shoulder Bags**

**Terms and Conditions**

1. Information on how to enter and prizes forms part of these Terms and Conditions. By participating in the Promotion, you agree to be bound by these Terms and Conditions.

*Entry*

1. The Promotion commences at 12:01pm AEST on 02/04/25 and ends at 11:59pm AEST on 14/05/25 (“Promotional Period”).
2. If you are under the age of 18 years, you must have the prior consent of your parent or legal guardian to enter. Entry is open to Australian residents. Employees of the Promoter and their immediate family and other persons associated with the Promotion are ineligible to enter. "Immediate family" means any of the following: spouse, ex-spouse, de-facto spouse, child or stepchild (whether natural or by adoption), parent, step-parent, grandparent, step-b grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
3. **To enter online**: You can enter by going to [https://www.marieclaire.com.au/competitions/win-coach-handbag/](https://www.marieclaire.com.au/?p=1276814) or [https://www.elle.com.au/win/win-coach-bag/](https://www.elle.com.au/?p=1274606) and following the prompts to the promotional entry page. At the Promotion entry page, you can submit an online entry by completing the entry form (including your full name, mailing address, email address and daytime telephone number and any other details requested) and submitting the entry as instructed during the Promotional Period.
4. The winner(s) of the prize must be signed up to either the ELLE Australia or marie claire Australia’s email mailing lists in order to be eligible for the reward.
5. As part of the acceptance and entry of this competition ELLE/marie claire will share your personal information with Coach to use for marketing purposes and communications only.
6. Only one entry per person, per title will be permitted.
7. An entry must not be: (a) late; (b) incomplete; (c) indecipherable; (d) incomprehensible; (e) illegible; or (f) unlawful. Any such entry will be ineligible and will be discarded. Any entry that the Promoter deems otherwise inappropriate will also be ineligible and will be discarded.
8. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant’s identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. In the event that there is a dispute concerning the conduct of the Promotion or claiming a prize, the Promoter will resolve the dispute in direct consultation with the entrant. If the dispute cannot be resolved the Promoter’s decision will be final.
9. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.
10. The Promoter is not responsible or liable for late, lost or misdirected mail enclosing an entry, or an entry not being received by the Promoter for any reason whatsoever.
11. Any costs associated with entering the Promotion, including data costs, are the entrant’s responsibility.

*Draw and award of prize*

1. The draw will take place at the Are Media Head Office located at 54 Park St, Sydney, NSW, 2000 on 21/05/25 at 9:30am AEST/AEDST.
2. On the draw date, the Promoter will conduct a random draw to determine the winners (3) from all valid entries received. The Promoter may also draw reserve winners in the event an original drawn winner is invalid or ineligible. If this process does not result in all prizes being awarded, the remaining prize(s) will be awarded in the unclaimed prize draw as set out below.
3. The winner of each individual prize will not be offered the opportunity to select their colour of choice, the Promoter will select the bag for each winner at random.
4. The first three (3) valid entries drawn from all valid entries received will win the following prize(s) per each:

1 x Brooklyn Shoulder Bag 28 valued at $550 AUD each.

The TOTAL PRIZE POOL IS VALUED AT $1,650 AUD (including GST).

1. If a draw is scheduled on the weekend or a public holiday, the draw will be conducted at the same time and location on the following business day. The Promoter will ensure each draw is open for public scrutiny and anyone may witness the draw on request. The winner of a drawn prize is determined by chance.
2. Only one prize will be awarded per person.
3. The winners will be notified by telephone and in writing within 7 days of the draw using the contact details provided in their entry.
4. The winner must take the prize as offered. The prize, or any unused portion of the prize, is not exchangeable and cannot be redeemed as cash. The prize cannot be used in conjunction with any other special offer unless otherwise stated in writing.
5. It is a condition of accepting the prize that a winner may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a prize.
6. If, for any reason, the winner does not take the prize (or part of the prize) prior to 60 days post the prize (or that part of the prize) will be forfeited by the winner and cash will not be awarded in lieu.
7. If a prize, or part of a prize, is unavailable, the Promoter may substitute an alternative prize to substantially the same recommended retail value and/or specification, subject to any written direction from the various regulatory authorities.
8. If necessary, an unclaimed prize draw will be held exactly 60 days after the original winner(s) have been contacted, at the same time and place as the original draw to distribute any unclaimed prize(s), subject to any directions from a regulatory authority. A winner from this draw, if any, will be notified in writing using the contact details provided in their entry within 7 days of the unclaimed prize draw.
9. If there are no prize winner/s or winner/s for this Promotion cannot be found, this information will be held internally.

*Prizes*

1. Unless otherwise stipulated, the prize will be delivered to the nominated address of the winner, provided that address is in Australia. The Promoter is not responsible or liable for any delay or failure in delivery of the prize by a third party or for any damaged caused to the prize during delivery.
2. The prize does not include any ancillary costs associated with redeeming the prize, which are the responsibility of the winner.
3. Products included in a prize package (including but not limited to titles, colour, design, sizing, model, finish, style, etc.) will be determined by the Promoter in its complete discretion.
4. The prize is subject to the standard terms and conditions of individual prize and service providers. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Terms and Conditions in the event of any inconsistency. To the extent permitted by law the Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Terms and Conditions or otherwise.

*General*

1. The Promoter’s decision in relation to all aspects of the Promotion is final and no correspondence will be entered into.
2. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.
3. 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 Promoter (including its officers, employees and agents) excludes all liability (including negligence) for any: (a) personal injury arising in any way out of the Promotion; or (b) any loss or damage (including loss of opportunity), whether direct, indirect, special or consequential, arising in any way out of: (i) the Promotion; (ii) any technical difficulties or equipment malfunction (whether or not under the Promoter’s control); (iii) any theft, unauthorised access or third party interference; (iv) any entry or prize claim 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; (v) any variation in prize value to that stated in these Terms and Conditions; (vi) any tax liability incurred by a winner or entrant; or (vii) use of the prize. For the sake of clarity, this clause shall not apply where the Promoter has contributed to or caused any personal injury, loss or damage (in which case the Promoter’s liability is limited to the minimum allowable by law).
4. Subject to the Non-Excludable Guarantees, the Promoter makes no representations or warranty as to the quality, suitability or merchantability of any of the goods or services offered as a prize.
5. The Promoter collects personal information (“PI”) to conduct the Promotion and may disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to regulatory authorities. Entry in the Promotion is conditional on providing this PI. The Promoter will also use, and handle PI as set out in its privacy policy, which is available at http://www.aremedia.com.au/privacy. In addition to any use that may be outlined in the Promoter’s privacy policy, the Promoter may also, for an indefinite period, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning you. You should direct any request to opt out, access, update or correct PI to the Promoter and direct any complaints regarding treatment of your PI as set out in the Promoter’s privacy policy. All entries become the property of the Promoter.
6. The winner(s) will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.
7. The Promoter is Are Media Pty Limited (ABN 18 053 273 546) of 54 Park Street, Sydney, NSW 2000 (phone: (02) 8268 8000).
8. Authorised under permit number: TP/03786.