

TRADE PROMOTION SCHEDULE OF DETAILS

This Schedule sets out the details of the “Win one of ten \$1000.00 MYER one Gift Cards” Prize Draw. The Schedule must be read together with the Terms and Conditions of Entry (which follow this Schedule).

Promotion	The trade promotion described in this Schedule.
Promotion Name	Win one of ten \$1000.00 MYER one Gift Cards Promotion
Game Type	<p>This promotion is a game of chance.</p> <p>Entrants are required to follow the Entry Procedure below.</p> <p>Entrants must be a current valid MYER one Primary member.</p> <p>Valid entries will go into the random prize draw. Ten entries selected at random will each receive a \$1,000.00 MYER one Gift Card.</p>
Promoter	Myer Pty Ltd (ABN 83 004 143 239)
Entry Procedure	<p>During the Promotion Period, Entrants must:</p> <ol style="list-style-type: none"> 1. Spend \$100 or more in a single transaction (after savings and discounts) on participating products at Myer or online at www.myer.com.au. 2. Present and have registered your valid MYER one card at the point of purchase, or complete the relevant section of the website online. 3. Valid entries will be automatically entered into the random prize draw. 4. Entrants will be entitled to entries in the random prize draw as follows: <ol style="list-style-type: none"> (a) MYER one Members will receive one (1) entry into the draw for each eligible purchase; (b) MYER one Gold and MYER one Silver Members will receive two (2) entries into the draw for each eligible purchase; and (c) MYER one Members who purchase using a Myer Visa Card will receive a further one (1) bonus entry into the draw (in addition to the entries in (a) and (b) above).
Permit Numbers	Authorised under NSW permit number: LTPS/11/10636, ACT T11/04748, SA T11/2525, VIC 11/2598.
Relevant State(s)	All Australian States and Territories.
Promotion Period	<p>The Promotion starts at 9:00am AEDST on Monday 6 February 2012.</p> <p>The Promotion closes on Sunday 19 February 2012 at 11.59pm AEDST.</p>

Eligible Persons	An individual is an Eligible Person if they are: <ul style="list-style-type: none"> • over 18 years old; • an Australian resident; and • a valid MYER one Primary Member who received the February 2012 Quarterly Mailer.
Verification Requirements	Winners may be required to verify their identity and provide proof of age.
Participating Products (if applicable)	Any product purchased at Myer or myer.com.au and paid for in full by the Entrant (and not returned) during the Promotion Period of 6/02/2012 to 19/02/2012. Excludes lay-by and credit card payments, Gift Card purchases, Miele, Asko, Nespresso Boutique stores, Laubman & Pank, Pixi Foto, Portrait Place, Zumay Hair Salon (Frankston only), Brunetti, Eating in Italy, Hudsons Coffee, Gloria Jean's and Mural Hall.
Entry Restrictions	Entrants must be an Eligible Person.
Maximum Number of Entries per Entrant	Multiple entries are accepted provided that each entry is associated with a valid participating purchase to the value of \$100 or more in a single transaction (after savings and discounts) on Participating Products
Draw Details (if a game of chance)	Date: 23 February 2012 Time: 11.00am AEDST Location: eSUS Communication, 30 Aberfeldy Close, Charlestown NSW 2290
Prize Details	Ten (10) \$1000 MYER one Gift Cards.
Prize Restrictions (if any)	Awarding of prizes is limited to one prize per person. Residents of South Australia may be able to win more than one prize. The Prizes are subject to use in accordance with the MYER one Gift Card terms and conditions, available at: http://www.giftcards.com.au/Gift-Card-Terms-of-Use.aspx .
Total Prize Pool	The total prize pool is valued at \$10,000.00.
Notification of Winners	Winners will be notified by phone and mail on 25 February 2012.
Publication Dates	Winners will be published in The Australian newspaper on 29 February 2012.
Prize Claim Date	23 May 2012
Claim Instructions	The Prize will be sent to the winner's nominated MYER one address. The winner may be required to activate the MYER one Gift Card in accordance with instructions from Myer.

<p>Unclaimed Prize Arrangements</p>	<p>If any prize remains unclaimed at 24 May 2012, the Promoter, with approval from participating gaming authorities, will conduct a second chance draw to award any remaining prize as follows:</p> <p>Date: 24 May 2012 Time: 10.00am AEST Location: eSUS Communication, 30 Aberfeldy Close, Charlestown NSW 2290</p> <p>Winners in the second chance draw will be notified by phone and mail on 24 May 2012.</p> <p>Winners will be published in The Australian newspaper on 29 May 2012.</p>
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TRADE PROMOTION TERMS AND CONDITIONS OF ENTRY

1. These Terms and Conditions incorporate and must be read together with the Schedule for the Promotion. The Schedule prevails to the extent of any inconsistencies with these Terms and Conditions. Entry into this Promotion constitutes acceptance of these Terms and Conditions.
2. The Promoter is Myer Pty Ltd, of Level 7, 800 Collins Street, Docklands, Vic, 3008 (ABN 83 004 143 239).
3. Any capitalised terms used in these Terms and Conditions have the meaning given in the Schedule, except where stated otherwise. Unless the contrary intention appears, a reference in these terms to the word "person" includes an individual, a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association, or any government agency or entity.

ELIGIBILITY TO ENTER

4. Entry to the Promotion is open to residents of the Relevant State(s) who are Eligible Persons as described in the Schedule and meet the Entry Restrictions (if any).
5. Entrants must be over 18 years of age.
6. Directors, management, employees, officers and contractors of the Promoter who are directly involved in the management of the Promotion (and their Immediate Families) or of the agencies or organisations associated with this Promotion are ineligible to enter. **Immediate Families** means spouse, parent, natural or adopted child, and sibling (whether natural or adopted by a parent), whether or not they live in the same household as the director, manager, employee, officer or contractor.

ENTRY

7. The Promotion will be conducted during the Promotion Period. To enter the Promotion, entrants must complete the Entry Procedure during the Promotion Period.
8. Entries may only be submitted in accordance with the Entry Procedure and will not be accepted by the Promoter in any other form. Computer generated or other automated entries will not be accepted.
9. All valid entries received during the Promotion Period will be entered in the Promotion, and the prize draw.
10. Once submitted, the entrant cannot alter or delete their entry.

11. Entrants may enter the Promotion up to the Maximum Number of Entries. Multiple entries (where permitted) must be submitted separately and must each separately meet any product purchase requirement specified in the Entry Procedure (if applicable).
12. Entries must be received by the Promoter during the Promotion Period. Email and electronic entries are deemed to have been received at the time of receipt into the Promoter's database and not at the time of transmission by the entrant.
13. All Entries (including photographs and videos) become and remain the property of the Promoter upon submission and will not be returned to Entrants.

ENTRY CONTENT AND VALIDITY

14. Entrants are required to take full responsibility for the content of their entry and for ensuring that their entry complies with these Terms and Conditions. For the purposes of these content requirements, Entry Materials includes any material (including but not limited to, drawings, artwork, images, text, photos, videos and email messages) that entrants submit, upload, transmit, publish, communicate or use in connection with their entry into the Promotion.
15. Incomplete and illegible entries will be deemed invalid. Entries that breach these Terms and Conditions or any other content guidelines notified by the Promoter during the Promotion Period will also be deemed invalid.
16. Entries submitted by persons who are not Eligible Persons will be deemed invalid. The Promoter will not assess each entry however, winning entries will be scrutinised.
17. If an entry is invalid or if an entrant is unable or refuses to take part in any element of this Promotion, the Promoter reserves the right to discard that entrant's entry and proceed as if that entrant had not entered the Promotion.
18. If for any reason, the Promoter becomes aware after an entrant has won a prize that the entrant has not complied with these Terms and Conditions or that their entry is otherwise invalid, that entrant will have no entitlement to the prize, even if the Promoter has announced them as a winner and that entrant will be required, at the direction of the Promoter, to return, refund or otherwise make restitution of the prize.
19. Entries must be the entrant's original work. The Promoter reserves the right to verify, or to require the entrant to verify, that the entry is the entrant's original work. If an entry cannot be verified to the Promoter's reasonable satisfaction, the entry will be deemed invalid.

CONSENTS AND PERMISSIONS

20. By entering this Promotion all entrants consent to the Promoter using and publishing (and authorising others to use and publish) their name, character, likeness, image, voice or anything else that identifies them for the purposes of any promotion or matter incidental to the Promotion, including future similar promotions, and at any time during or after the Promotional Period and via any means (including but not limited to, any national print media, the Promoter's website and any other promotional material).

DETERMINING AND NOTIFYING WINNERS

21. The prize draw(s) (if applicable) will be conducted in accordance with the Draw Details. The prize(s) will be awarded to the valid entry or entries (as applicable) randomly drawn in accordance with the Prize Details.
22. Winners will be notified as specified in the Schedule and their name and State or Territory of residence will be published in accordance with the Schedule. The Promoter and the companies and agencies associated with this Promotion may also publish the name and State or Territory of winners on their website(s) and in trade publications. By entering this Promotion, each entrant requests that his or her full address not be published.

23. Entrants must, at the Promoter's reasonable request, participate in all promotional and editorial activity (such as publicity and photography) surrounding this Promotion or the winning of any prize, free of charge, and they consent to the Promoter and its related bodies corporate using their name and image in promotional material. Without limitation, entrants consent to being broadcast, filmed, photographed or otherwise recorded without compensation while participating in this Promotion, or in taking or using any prize, and they consent to the Promoter repeating any such broadcast, film or other recording at any time. The entrant also consents to the Promoter submitting for use such broadcast, film, photograph or other recording to the Promoter's contractors, the Promoter's contractor's contractors and the Promoter's agents.

PRIZES - GENERAL

24. The Promoter may, at its discretion, require any person taking, accepting or participating in any prize to be 18 years or over, or if a person is under the age of 18, require that the person be accompanied by a parent or legal guardian while taking the prize.
25. The prize must be taken as offered and cannot be varied unless authorised by the Promoter. The prize value includes GST and is in Australian dollars and is correct at the time of printing. The Promoter accepts no responsibility for any variation in prize value.
26. Prizes are not transferable, exchangeable or redeemable for cash. Prizes cannot be sold to a third party including, online auctions and private sales. Unused portions of prizes will be forfeited and no compensation will be paid in lieu of that element of the prize.
27. Subject to the approval process required by any relevant gaming or lotteries authority, in the event that any prize item is unavailable despite the Promoter's reasonable endeavours to procure within Australia, the Promoter reserves the right to substitute a different prize item of equal or greater value, subject to any written directions from any relevant regulatory, judicial or government authority.
28. Where prizes are lost, stolen, damaged or tampered with, for reasons beyond the control of the Promoter, the Promoter is not liable.
29. Without limiting the above terms and conditions, the Promoter may at its absolute discretion, substitute cash for any prize (the amount of cash being equal to the prize value specified in the Prize Details).
30. Except to the extent required by any law, including the Australian Consumer Law, the Promoter and its associated companies make no warranties or representations about the fitness for purpose or suitability of any prize and will not accept responsibility for the quality or fitness for any purpose of any prize or the failure of any prize to be of acceptable quality.
31. These Terms and Conditions do not exclude or limit the application of any statutory provision (including a provision of the *Competition and Consumer Act 2010* (Cth) where to do so would contravene that statute or cause any part of these Terms and Conditions to be void.

PRIZES

32. The prize(s) are specified in the Prize Details. The prize(s) are subject to any restrictions specified in the Schedule. The total prize pool is specified in the Schedule.
33. If the prize includes Myer Gift Cards, Gift Cards are treated like cash. Lost or stolen cards will not be replaced or refunded. Gift Cards cannot be used for the payment of credit or store accounts. Gift Cards are not redeemable for cash and cannot be exchanged. Gift Cards expire two years from the issue date. Any unused amount after the expiry date of the Gift Card will not be refunded or credited. Gift Cards are not reloadable. For full terms of use and full details concerning applicable exclusions, visit www.giftcards.com.au or call 1300 304 990. Gift Cards are to be used for the purchase of goods and services at Myer stores in Australia.

CLAIMING PRIZES

34. Prizes must be claimed by the Prize Claim Date in accordance with any Claim Instructions set out in the Schedule.

35. If a prize is not accepted by, or failing all reasonable efforts by the Promoter, is not delivered to the prize winner, the relevant winner's entry will be deemed invalid and the Promoter reserves the right to distribute the unclaimed prizes in accordance with the Unclaimed Prize Arrangements specified in the Schedule, subject to any directions given by any relevant authority. Winners of unclaimed prizes will be notified and have their names and State or Territory of residence published in accordance with the Unclaimed Prize Arrangements, subject to any directions given by any relevant authority.

CANCELLATION OF COMPETITION

36. If, for any reason, the Promotion or any of the prizes are not capable of being run or offered as planned, including but not limited to, infection by computer virus, bugs, tampering, unauthorised intervention, fraud or any other causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion, the Promoter reserves the right in its absolute discretion to take any action that may be available to it. Any actions are subject to State and Territory regulations and may include cancellation, termination, modification or suspension of the Promotion.
37. The Promoter may also cancel, suspend or modify the Promotion if the determination of the prize winner or the delivery of the prize is prevented or hindered by any external event beyond the control of the Promoter, including but not limited to, vandalism, power failure, tempest, natural disaster, acts of God, civil unrest, strikes or other industrial action subject to the approval of all relevant State and Territory Lottery Departments.
38. If the Promotion is not capable of being run as planned, for reasons outlined above, the Promoter will not be liable for any loss or damage of any kind to entrants arising out of any resultant action taken by the Promoter.

PRIVACY AND INFORMATION

39. The Promoter may collect the following personal information provided by entrants when entering or participating in this Promotion (including without limitation in their Entry Materials, transactional information, when you shopped, where you shopped, how you paid and what you purchased, Myer one information, address, phone number, name, age, information obtained from any Promotion partners, information you provide when submitting any questions or queries regarding the Promotion) or by entrants doing anything in connection with this Promotion.
40. The Promoter may use your personal information to conduct the Promotion, to ask you questions, to contact you about any matter in connection with the Myer business or the Promotion, to contact entrants if they are winners, to conduct research and marketing activities (including to inform entrants about special offers, marketing, events, promotions, product launches and other special events and discounts from the Promoter such as the Myer one Program or new products or promotions and to become part of databases maintained by the Promoter or associated entities), to conduct market research (including to improve and help Promoter better tailor its product and service offering, including developing new products, services, promotional offers and shopping opportunities) and to conduct market research and other forms of analysis, unless the entrant opted out of participating in such activities in the section provided on the entry form, and otherwise in accordance with the Promoter's Privacy Policy. If you provide your email address or mobile phone number you consent to the Promoter using your email address to email you and/or your mobile telephone number to SMS you for any of the purposes listed above
41. Entrants can advise the Promoter at any time if they no longer wish to participate in any such research and marketing activities. Otherwise, their consent will remain current until specifically withdrawn. The Promoter may disclose entrants' personal information for the above purposes to other companies associated with this Promotion, related bodies corporate of the Promoter, the Promoter's information technology providers and database service providers and other entities which provide research and marketing services to the Promoter.
42. The Promoter may engage other persons or organisations (for example, the Promoter's suppliers, prize donators, competition and promotion agencies, data mail houses, data processing organisations, marketing researchers, specialist call centres and service providers) to assist the Promoter in carrying out the above purposes. Some of these organisations may be located overseas. Your personal information may be disclosed to such persons or organisations for these purposes

and, in providing a service, they may contact you directly. In some circumstances, they may disclose personal information they collected from you to the Promoter or one or more of the purposes already mentioned. The Promoter will hold and use all personal information it collects from third parties about you for the purposes described in this notice.

43. Myer may also disclose your personal information as required by law.
44. If entrants do not provide the personal information requested by the Promoter, they may not participate in the Promotion (except where the provision of that information is optional). Winners' names will be published and retained as required under relevant legislation. An entrant may, at any time, request to access, update or correct any information, or to have their details removed from the Promoter's database(s) and such request will be considered in accordance with the requirements of the Privacy Act. Such requests should be directed to the Promoter at its address set out in item 2. The Promoter's Privacy Policy can be viewed at <http://www.myer.com.au>.

INDEMNITY AND LIABILITY

45. Unless required by any law, including the Australian Consumer Law, the Promoter, its related bodies corporate and their respective officers and employees, its agents, its contractors, its associated entities and their respective officers will not be liable for any loss (including but not limited to, indirect, special or consequential loss, loss of opportunity or loss of profits), expense, damage, personal injury or death which is suffered or sustained in connection with any part of this Promotion (including entry, collation of entrant details, prize draw and determination of the winner(s)), promotion of this Promotion, use or acceptance of the prize or the prize itself, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum extent allowable by law).
46. If requested by the Promoter, any entrant or winner (and their companion(s), if applicable) (or if an entrant, winner or companion is not an adult, their parent or guardian) must sign an indemnity and exclusion of liability form (provided by the Promoter) in favour of all parties involved in this competition and/or providing the prize prior to undertaking any specified activities forming part of the competition, acceptance or use of the prize or the prize itself. If any entrant, winner, nominated companion or parent/guardian (if applicable) does not sign the indemnity form provided by the Promoter, within the time requested by the Promoter, the relevant entrant's or winner's entry or claim will be deemed invalid. Where a winner's entry or claim is deemed invalid, the prize will be deemed unclaimed and the Promoter has a right to re-draw the prize in accordance with the Unclaimed Prize Arrangements in the Schedule.
47. Without limiting the previous paragraphs, the Promoter, its related bodies corporate, its agents and its associated entities will not be liable for any damage to or delay in transit of prizes.
48. If other entities are conducting the promotion in conjunction with the Promoter, the Promoter is not liable for any error made by the other entity when communicating details of the Promotion, the entry process, the prize draw, the prize, determination of the winner and promoting the Promotion.

GENERAL TERMS AND CONDITIONS

49. The Promoter reserves the right in its sole discretion to verify the validity of entries and to disqualify any entrant (or voter if applicable) who tampers with the entry (or voting process), or who submits an entry which is not in accordance with these Terms and Conditions, or who the Promoter has reason to believe has breached any of these Terms and Conditions, or has engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
50. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
51. The Promoter accepts no responsibility for any tax implications that may arise from acceptance of the prize winnings. Entrants should seek independent financial advice prior to entering the Promotion.
52. The Promoter may at its absolute discretion prohibit an entrant's participation in this Promotion, cancel or suspend a prize or cease to provide any prize to a winner if the entrant or winner or any

companion(s) are, in the reasonable opinion of the Promoter, under the influence of alcohol or drugs, behaving aggressively, disruptively, or in a manner which may diminish the good name and reputation of the Promoter or its products and brands, or are engaging in conduct that is misleading, deceptive, contrary to law or is otherwise inappropriate.

53. The Promoter's decisions in connection with the Promotion are final and no correspondence will be entered into.
54. No responsibility will be taken for unsuitable, lost, deleted, late or misdirected entries. The Promoter is not responsible for technical difficulties with the entry mechanism and does not warrant that the entry mechanism will be available at all times.
55. The Promoter may require the winner(s) to provide identification as requested by the Promoter including but not limited to, proof of identity, age, residency, employment, supply to the Promoter or engagement by the Promoter. Identification considered suitable for verification is at the Promoter's reasonable discretion.

Draft Abridged

Competition is open to all MYER one Members 18 years of age and over that receive the February 2012 Quarterly Mailer. Competition commences at 9.00am AEDST on 6/02/2012 and closes at 11:59pm AEDST on 19/02/2012. Purchase must be \$100 or more in one transaction (after savings and discounts) at Myer or on myer.com.au, and present a valid MYER one Card at the time of purchase to receive entry into the draw to win one (1) of ten (10) \$1000 MYER one Gift Cards. For each participating purchase, one (1) automatic entry will be awarded to a MYER one Member, two (2) entries to a MYER one Gold or Silver Member, and one (1) extra bonus entry for purchase using a valid Myer Visa Card. Draw will take place at eSUS Communication, 30 Aberfeldy Close, Charlestown NSW 2290 on 23/02/2012 at 11:00am AEDST. Winners will be published in The Australian newspaper on 29/02/2012. Full Terms and Conditions available at myerone.com.au. The Promoter is Myer Pty Ltd, Level 7, 800 Collins Street, Docklands VIC 3008 (ABN 83 004 143 239). Authorised under NSW permit number: LTPS/11/10636, ACT T11/04748, SA T11/2525, VIC 11/2598.