



# Barbie™

**EXPRESS  
YOUR STYLE!**

## *Design Target's Next Party Dress!*

*The winning design will be sold in Target stores*

**Major winner will also receive more than \$700 worth of Barbie prizes.**

**Two runners-up will each receive more than \$300 worth of prizes.**

- Dress will be made and available in girls' sizes 3-8
- The winning design will be sold in select Target stores nationwide and online
- Competition is open to all Australian residents under 18 years old
- Dress designs will be judged on commercial viability and ability to mass produce
- Winning designer will be awarded a certificate from Target and Mattel and will have their name featured on the swing tag for the dresses sold in Target.

### *How to enter*

#### **Facebook:**

- 1** Go to Target's Facebook page ([facebook.com/targetaus](https://facebook.com/targetaus)) and click on the competition tab to submit your entry.
- 2** Upload a portrait photo or scanned image saved as a .jpeg, .gif or .png file of your design.

#### **Email:**

- 1** Fill out the entry form on the back of this page
- 2** Email a saved image of your design along with the entry form to [competitions.au@mattel.com](mailto:competitions.au@mattel.com)

If you need guidance, please download the below design template.

Visit [target.com.au/Barbie](https://target.com.au/Barbie) for terms and conditions. © 2014 Mattel, Inc. All rights reserved.



 **Target.**  
get more. pay less.

# Barbie

## Design Target's Next Party Dress!

EXPRESS  
YOUR STYLE!



Competition open 15/5/2014 to 5/6/2014. Winner announced 3/7/2014.  
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 **Target.**  
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**EXPRESS  
YOUR STYLE!**

# Design Target's Next Party Dress!

The winning design will be sold in Target stores! **Competition opens soon.**

**Name:** ..... **Age:** .....

**Address:** .....

**Email:** .....

**Phone:** .....

**FILL IN YOUR  
DETAILS HERE  
IF ENTERING  
VIA EMAIL  
(NOT FACEBOOK)**

☐ I agree with the Terms and Conditions.

☐ Yes, I would like to be notified on news and promotions at Target via this email address.

Competition open 15/5/2014 to 5/6/2014. Winner announced 3/7/2014.  
Visit [target.com.au/Barbie](http://target.com.au/Barbie) for terms and conditions. © 2014 Mattel, Inc. All rights reserved.



## Terms and Conditions for the Barbie Design a Dress at Target Competition

1. Information on how to enter and prizes form part of these Terms and Conditions.
2. The Design the Next Barbie Party Dress at Target Competition (**Competition**) commences at 12:01AM (AEST) on 15/05/2014 and ends at 11:59PM (AEST) on 05/06/2014 (**Competition Period**).
3. By entering this Competition you are deemed to have accepted these Terms and Conditions.
4. The Promoter of the Competition is Mattel Pty Ltd ABN 60 000 660 962 of Level 4, 658 Church Street, Richmond VIC, 3121 (**Promoter**).

### Entry eligibility

5. Entry in the Competition is open to all Australian residents who are under the age of 18 and are not professional or student fashion designers. Entrants who work or profit from a profession in designing clothes or who are design students are not eligible to participate in this Competition.
6. Entrants must have parent/guardian approval to enter. The parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to this Competition.
7. Entry into the Competition is free.
8. Employees (and their immediate families) of the Promoter and agencies associated with this Competition are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.
9. 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. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
10. Incomplete or indecipherable entries will be deemed invalid.

### How to enter

11. To enter the Competition, entrants must either enter through one of the two options set out below.
12. Entrants must obtain the prior permission of a parent or guardian over the age of 18 to enter. You must be 13 years of age and over to open a Facebook account and enter via the Facebook application option set out below in (a). Entrants under the age of 13 can have their parent/guardian enter on their behalf if entering via the Facebook application option, or alternatively enter via the Email option set out below in (b).
  - (a) **Facebook application**
    - (i) Go to Target Australia on Facebook ([www.facebook.com/targetaus](http://www.facebook.com/targetaus)) (Facebook Page);
    - (ii) Click on the Competition tab or click the competition link;
    - (iii) Draw your dress design (there is an optional design template provided which you can use);

- (iv) On prompt in the entry form, upload an image containing the entrant's design with the following specifications:
    - A. image should be in portrait orientation
    - B. image must be .jpg, .gif or .png file format
    - C. image file must not exceed 5MB
  - (v) Correctly complete the entrant's details (including your name, age, phone number, and email address); and
  - (vi) Click the 'submit' button to enter.
  - (b) **Email**
    - (i) Go to the Barbie Page on Target's Website ([www.target.com.au/Barbie](http://www.target.com.au/Barbie)) and click on the Competition link to download the entry form;
    - (ii) print the entry form and:
      - A. draw your dress design on the design template provided;
      - B. scan or take a photo of your dress design;
      - C. correctly complete your details (including your name, age, postal address, phone number, and email address in the space provided; and
    - (iii) attach the following to an email and send it to: [competitions.au@mattel.com](mailto:competitions.au@mattel.com)
      - A. an image containing the entrant's design with the following specifications:
        - 1) image should be in portrait orientation
        - 2) image must be .jpg, .gif or .png file format
        - 3) image file must not exceed 5MB
      - B. completed entry form.
13. All entries must be received within the Competition Period. Entries are deemed to be received at the time they are received by the Promoter and not at the time of submission by the entrant. The Promoter is not liable for late, lost, incomplete, incorrectly submitted, delayed, illegible or misdirected entries, claims or correspondence due to error, omission, tampering, deletion, theft, communications failure or otherwise. The Promoter has no control over communications networks and is not liable for any problems associated with them due to traffic congestion, technical malfunction or otherwise. Entrants who enter using multiple aliases may be disqualified.
14. Only one (1) entry is allowed per household.

#### **How winners are determined**

15. The Promoter (or its nominee) will select 1 entrant to receive the major prize (Winner) from all entries which comply with these terms and conditions (as determined by the Promoter or its nominee in its sole discretion). The Winner will be selected based on the following criteria:
- (a) dress style for girls' sizes 3-8
  - (b) alignment with the Barbie brand
  - (c) creativity
  - (d) commercial viability
- (Selection Criteria)**
16. The Promoter (or its nominee) will also select two runners-up (Runners-Up) based on the Selection Criteria from the entries which comply with these terms and conditions (as determined by the Promoter or its nominee in its sole discretion).
17. The selection of the Winner and the Runners-Up based on the Selection Criteria will take place at Level 4, 658 Church St, Richmond VIC, 3121 on 19/06/2014 by the Promoter or a representative nominated by the Promoter. The Promoter's or its nominee's decisions are final and no correspondence will be entered into.

#### **Prizes**

18. The Winner (as determined by the Promoter or its nominee in its sole discretion) will receive the major prize, consisting of:
- (a) A certificate from Target and the Promoter, an opportunity to have their dress design used as a basis for one dress design to be manufactured by Caprice Australia and sold at selected Target stores nationwide between November - December 2014, with the Winner's name appearing on the swing tag of the dresses, and a sample of their dress. The dress design will also be used as a basis for a Barbie doll sized dress to be manufactured by Caprice Australia and given as a gift with purchase on all sales of the winning design party dress; and
  - (b) A prize pack comprising the following:
    - (i) 1 x Mega Bloks Barbie Build 'n Play Horse Stable: RRP \$59.99
    - (ii) 1 x Mega Bloks Build 'n Play Fab Park: RRP \$14.99
    - (iii) 1 x Mega Bloks Build 'n Play Beach Day: RRP \$14.99
    - (iv) 1 x Coach Barbie Doll: RRP \$209.99
    - (v) 1 x Barbie Dreamhouse: RRP \$310.99
    - (vi) 1 x Barbie Hair Tattoos Doll: RRP \$39.99
    - (vii) 1 x Barbie Iron On Style Doll: RRP \$39.99
    - (viii) 1 x Cut N Style Princess Doll: RRP \$39.99
- Total prize value: RRP \$730.92
19. As a condition of accepting the major prize, the Winner agrees to be available for publicity purposes including at any events organised by the Promoter or Target to launch and/or promote the new dress product made based on the Winner's dress design.
20. The Winner will not receive any royalty, payment or other compensation for the dresses made based on the Winner's dress design and sold in Target stores.
21. The dresses referred to in paragraph 18(a) above will be based on the Winner's dress design, however the Promoter and/or Target may make modifications or variations to the design and/or dresses, as determined by the Promoter and/or Target in its sole discretion, and without reference to the Winner.



22. If for commercial reasons, Target determines that it will not sell the dresses referred to in paragraph 18(a) above, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Competition and/or the Winner's prize, subject to the approval of the gaming authorities in each state and territory, if required.
23. The two Runners-Up will each receive a prize pack comprising the following:
  - (i) 1 x Barbie Tee: RRP \$15
  - (ii) 1 x Barbie Leggings: RRP \$15
  - (iii) 1 x Barbie Dress: RRP \$25
  - (iv) 1 x Mega Bloks Barbie Build 'n Play Luxe Camper: RRP \$34.99
  - (v) 1 x Barbie Limo Gift Set: RRP \$104.99
  - (vi) 1 x Barbie Fashion Doll Playset: RRP \$69.99
  - (vii) 1 x Barbie Mariposa Doll: RRP \$41.99Total prize value: RRP \$306.96
24. The Winner and Runners-Up will be notified by email by 19/06/2014 of being chosen as a winner and their surnames, initial(s) and states will be published on the Target website and Target Facebook Page, and via a media release through media outlets on 3/07/2014.
25. The Winner and Runners-Up prizes will be dispatched by mail. Winners and Runners Up should allow approximately 14 days to receive their prize. The Promoter, any fulfillment company and its associated agencies and companies will not be liable for any damage in transit to, or delay in transit of, any prize.
26. The winners must respond within 3 days of notification to claim their prize. Upon failure to respond within that time, an alternative winner will be drawn on 27/06/2014 in accordance with the procedure outlined above.
27. The alternative winners, if any, will be notified by email within 3 days and the prize will be dispatch by mail.
28. If any prize remains unclaimed after 03/07/2014, the Promoter may retain the prize and is under no obligation to find a further alternative winner.
29. The total prize pool value is AUD\$1344.84 (inc GST).
30. Prizes are not transferable or exchangeable and cannot be taken as cash. If a prize is unavailable for any reason, the Promoter may substitute for that prize another item of equal or higher value as determined by the Promoter subject to approval by regulatory bodies if required.

#### ***Right to use entries, names and likeness***

##### ***Entries Generally***

31. Entrants acknowledge that entries will be posted on to the Target Facebook Page (entrant's Facebook profile names will also appear) as well as the Target website [www.target.com.au](http://www.target.com.au) and be available for public viewing and comment. Entrants consent to such publication of this material.
32. When any entrant submits, produces or distributes any material in relation to this Competition including their dress design (**Content**), the entrant, unless the Promoter advises otherwise, licenses and grants the Promoter, and their affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display such Content for any purpose in any media, without compensation, restriction on use, attribution or liability. Entrants agree not to assert any moral rights in relation to such use and warrant that they have the full authority to grant these rights.
33. The Promoter collects personal information in order to conduct the Competition and for other purposes of collection as set out in the Promoter's privacy policy. The Promoter may, for this purpose, disclose such information 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 information.
34. The Promoter will not, unless consent is obtained including parental consent for those under the age of 18, use this information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant.
35. If the entrant opts-in on the entry page, Target may use the personal information collected from the entrant to enter the information into its database:
  - (a) to provide the entrant with information about Target's products, promotions and other news; and
  - (b) for future promotional, marketing and publicity purposes in any media worldwide without notice and without any fee being paid unless otherwise advised by the entrant.
36. By opting-in, entrants confirm that they allow their details to be used and disclosed as described in clause 33 above. If entrants no longer consent to their details being used for future marketing purposes, the entrant should contact The Promoter by calling (03) 9425 5241 during office hours. Any request to update, modify or delete the entrant's details should be directed to the Promoter.
37. The Promoter is bound by the National Privacy Principles in the Privacy Act 1988 (Australia). Entrants may access, change and/or update their personal information and obtain a copy of the Promoter's privacy policy by contacting the Promoter on (03) 9425 5241 during office hours. The Promoter's privacy policy can also be viewed at <http://corporate.mattel.com/privacy-policy.aspx>.

##### ***Winning Entries***

38. If you are a Winner or Runner Up:
  - (a) you grant the Promoter and Target and associated companies and agents the right to use (and to license others to use) your entry including the dress design, your name and likeness to promote and advertise all or any of the Competition or the Promoter without any royalty, payment or other compensation to you.
  - (b) You may at any time prior to 19/06/2014 notify the Promoter that you do not wish for the Promoter and others (who are licensed to do so) to use your name and likeness or entry including the dress design as described above by notifying the Promoter in writing on [CPAapprovals@Mattel.com](mailto:CPAapprovals@Mattel.com) or calling (03) 9425 5216 during office hours and communicating this request clearly to the Licensee Manager.
  - (c) The Promoter agrees not to use your name or likeness or entries in connection with any commercial tie-ups, merchandising or for the direct or indirect endorsement of any product or services other than the dresses referred to in paragraph 18(a) above and for the commercial and/or other sponsorship of the Competition or the Promoter.

## General

39. Participation in this Competition is considered acceptance of the following:
- (a) a complete release of Facebook by any entrant;
  - (b) an acknowledgement that this Competition is in no way sponsored, endorsed or administered by, or associated with Facebook; and
  - (c) that the information provided by each entrant is provided to the Promoter (as detailed in these Terms and Conditions) and not to Facebook.
40. Participation and entry in this Competition is conditional upon the entrant complying with all rules, regulations and guidelines set down by Facebook.
41. Entrants agree that they are fully responsible for the Content they submit, produce, share and/or distribute. The Promoter and/or Target and its associated companies and agents shall not be liable in any way for such Content to the full extent permitted by law.
42. The entrant warrants that the Content submitted in their entry is:
- (a) the original, independent creation of the entrant that has not previously been published in any form in any country in the world; and
  - (b) free from any claims, including copyright, designs or trademark claims by other parties.
43. The Promoter and Target may remove any Content that does not comply with these Terms and Conditions. Entrants warrant and agree that:
- (a) they will not submit, produce, share or distribute any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 18 or otherwise unsuitable for publication;
  - (b) they have obtained prior consent from any person in respect of that person or their property that appears in their Content;
  - (c) they have obtained full prior consent from any person who has jointly created or has any rights in the Content, to the uses and terms herein;
  - (d) their Content does not contain viruses or cause injury or harm to any person or entity;
  - (e) they comply with all applicable laws and regulations, including without limitation, those governing copyright and designs, content, defamation, privacy, publicity and the access or use of others' computer or communication systems; and
  - (f) the Promoter reserves the right to disqualify any entrant who submits or uploads any material that does not comply with these Terms and Conditions.
44. Without limiting any other terms herein, the entrant agrees to indemnify the Promoter and/or Target for any breach of these Terms and Conditions.
45. The Parent or Guardian of the entrant who agrees to these Terms and Conditions:
- (a) warrants that the entrant has complied and will comply with these Terms and Conditions;
  - (b) warrants that the entry contains the entrant's own work; and
  - (c) will be jointly and severally liable with the entrant for, and indemnify the Promoter against any loss arising out of, relating to or in connection with, any breach of these Terms and Conditions by the parent or guardian or the entrant including the warranties in clause 47.
46. If for any reason any aspect of this competition is not capable of running as planned, including by reason of misdirected entries, tampering, unauthorized 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 competition, or invalidate any affected entries, subject to the approval of the gaming authorities in each state and territory, if required.
47. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia (**Non-Excludable Guarantees**). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Competition.
48. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) and Target are not responsible for and exclude all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of:
- (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 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;
  - (d) any variation in prize value to that stated in these Terms and Conditions;
  - (e) any tax liability incurred by a winner or entrant;
  - (f) use of or taking of a prize; or
  - (g) participation in the Competition.