



“Belvita/Mondelez Australia Pty Ltd – Rise and Shine” Competition

Terms and Conditions

By entering the “Belvita/Mondelez Australia Pty Ltd – Rise and Shine” competition (the “**Competition**”), you are agreeing to the following terms and conditions:

1. STANDARD TERMS

1.1 Information on how to enter forms part of the terms of entry.

2. WHO CAN ENTER?

2.1 Subject to clause 2.2, entry is open to all residents of Australia.

2.2 Directors, management, employees and their immediate families of Yahoo!7 Pty Limited (the “**Promoter**”), Belvita/Mondelez Australia Pty Ltd (the “**Sponsor**”) and their associated agencies and companies are not eligible to enter.

2.3 All entrants under the age of 18 must obtain the prior permission of a parent or guardian over the age of 18 to enter. If a winner is under the age of 18 at the conclusion of the Competition Period, the relevant prize will be awarded to the winner’s parent or guardian.

3. HOW TO ENTER

3.1 The Competition commences on 23 June 2014, at 09:00AM (AEST) and concludes on 27 July 2014 at 17:00PM (AEST) (the “**Competition Period**”) however, the Competition will comprise five (5) separate Prize Weeks which will commence and conclude on the following dates and times:

| Prize Week | Start Date | Start Time | Closing Date | Closing Time |
|------------|------------|------------|--------------|--------------|
| 1 | 23/06/2014 | 9.00 am | 30/06/2014 | 8.59 am |
| 2 | 30/06/2014 | 9.00 am | 7/07/2014 | 8.59 am |
| 3 | 7/07/2014 | 9.00 am | 14/07/2014 | 8.59 am |
| 4 | 14/07/2014 | 9.00 am | 21/07/2014 | 8.59 am |
| 5 | 21/07/2014 | 9.00 am | 27/07/2014 | 5.00 pm |

There will be one Minor Prize (as defined below) winner selected each Prize Week, and one Major Prize (as defined below) winner selected for the overall Competition Period (excluding the Minor Prize winners).

3.2 In order to enter, users must log-on to <http://yahoo7.com.au/belvita> and register their name, address (including postcode), daytime telephone number and email address, and answer the following question in 15 words or less:

“How do you Rise and Shine?”

- 3.3 The entry must be:
- 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 or trademark claims by other parties.
- 3.4 Entries that are found to have been derived from another person's work in any country in the world will be considered invalid and, if awarded a prize, that prize must be returned to the Promoter. The Winners may be required to sign a statutory declaration regarding the originality of the entry. The Promoter reserves the right to disqualify any entry it believes breaches any of these conditions
- 3.5 Entrants in the Competition may enter as many times as they like, however, only one entry per person per day will be accepted.
- 3.6 The time of entry will be the time at which the completed online entry form is received by the Competition's online database. Entrants will be presented with a confirmation page once the completed email entry is submitted by the entrant. Entries received outside of the Competition Period will be deemed invalid and ineligible to enter the Competition.
- 3.7 Entry details and any intellectual property subsisting in the entries become and remain the property of the Promoter and will not be returned to the entrant.
- 3.8 The Promoter reserves the right in its sole discretion to reject bulk entries which it considers to have been generated using software to generate multiple entries.

4. PRIZES

- 4.1 There will be five Minor Prize winners who will each win the Minor Prize and one Major Prize winner who will win the Major Prize (collectively the "**Winners**").
- 4.2 The Major Prize consists of:

| PRIZE | DESCRIPTION | Value |
|------------------------|---|-------------------------------|
| 1 x Major Prize | \$10,000 cash The Major Prize will be transferred via EFT to the Major Prize winner's nominated bank account | AU\$10,000 |
| | Total Major Prize value | AU\$10,000 (max value) |

The Minor Prize consists of:

| PRIZE | DESCRIPTION | Value |
|------------------------|--|------------------|
| 5 x Minor Prize | \$2,000 cash The Major Prize will be transferred via EFT to the Minor Prize winner's nominated bank account | AU\$2,000 |
| | | AU\$2,000 |

| | | |
|--|--------------------------------|--------------------|
| | Total Minor Prize value | (max value) |
|--|--------------------------------|--------------------|

The Major Prize and the Minor Prize are collectively the “Prizes”.

Total Prize pool value is A MAXIMUM OF \$20,000 (including GST). The Promoter accepts no responsibility for any change in Prize value between now and the end of the Competition Period.

- 4.3 The Winners agree they will not, sell or otherwise provide their story and/or photographs to any media or other organisation.
- 4.4 Prizes are not transferable and cannot be redeemed for cash. The Winners should seek independent financial advice about any tax implications that may arise from the prize winnings.
- 4.5 In participating in the Prizes, the Winners agree to participate and co-operate as required in all editorial activities relating to the Competition, including but not limited to being interviewed and photographed. The Winners agree to grant the Promoter a perpetual and non-exclusive licence (including the right to sub-licence) to use their names and such footage and photographs in all media worldwide and the Winners will not be entitled to any fee for such use.
- 4.6 In the event that a part of the Prize is no longer available, subject to regulations, the Promoter reserves the right to substitute prizes in its discretion to the same and equal value.
- 4.7 Prizes will be sent to the Winner’s nominated bank account. The Promoter and its associated agencies and companies take no responsibility for a Prize that is not received by a Winner where that Winner has provided inaccurate bank account details, and the Promoter cannot guarantee that any such Prize will be re-sent to the Winner.

5. HOW TO WIN

- 5.1 All entries completed and submitted in accordance these Terms and Conditions will be judged at the Promoter’s office at Level 2, Pier 8/9, 23 Hickson Road Millers Point NSW 2000 on the following dates and times:

| Week | Judgement Date and time |
|------------------------------|--|
| Minor Prize for Prize Week 1 | Monday 30 th June 2014 at 10.00 am |
| Minor Prize for Prize Week 2 | Monday 7 th July 2014 at 10.00 am |
| Minor Prize for Prize Week 3 | Monday 14 th July 2014 at 10.00 am |
| Minor Prize for Prize Week 4 | Monday 21 th July 2014 at 10.00 am |
| Minor Prize for Prize Week 5 | Monday 28 th July 2014 at 10.00 am |
| Major Prize | Tuesday 29 th July 2014 at 10.00 am |

- One Minor Prize winner will be selected for each Prize Week by a panel of judges appointed by the Sponsor. Each Minor Prize winner will be the entrant whose entry fulfils the entry criteria and whose answer is judged to be the most creative and original from all entries received in the same Prize Week. One Major Prize winner will be selected by a panel of judges appointed by the Sponsor. The Major Prize winner will be the entrant whose entry fulfils the entry criteria and whose answer is judged to be the most creative and original from all entries received (excluding the Minor Prize winner entries). This is a game of skill. There is no element of chance in the judging of the Competition or determination of the Winners.
- 5.2 The Winners will be notified by a phone call at the conclusion of the judging, and an email advising the Winners of their prize will also be sent using the contact details provided in their entry.
- 5.3 The judges' decision (including any decisions as to prize distribution) is final and the Promoter will not enter into correspondence regarding the result.
- 5.4 The Promoter reserves the right to request that the Winners provide proof of age and/or identity prior to awarding Prizes. Identification considered suitable for the verification is at the sole discretion of the Promoter.
- 5.5 It is a condition of accepting the Prize that the Winners may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.
- 5.6 If the Promoter is unable to contact a Winner within two weeks of the date of judging the Competition, that Winner will forfeit the relevant Prize in its entirety and the Prize shall be awarded to the next runner up in the Competition. The Promoter will not be liable for a Winner who does not respond to the Promoter's email or telephone contact attempts and therefore forfeits their Prize and no correspondence will be entered into.
- 5.7 It is a condition of accepting a Prize that the Winners must comply with all the conditions of use of the Prize and the Prize supplier's requirements. To the extent of any inconsistency with these Terms and Conditions, the terms and conditions of the prize supplier prevail.
- 5.8 The Promoter reserves the right to rejudge the Competition in the event that an entrant, who was initially deemed to be the winner, is unable to satisfy any of these Terms and Conditions.
- 6. NO LIABILITY**
- 6.1 Any costs associated with entering this Competition or claiming prizes (such as internet service charges) are the responsibility of the entrant.
- 6.2 Subject to any restrictions in law and subject to clause 6.4, the liability of the Promoter however arising, whether by breach of any condition or warranty implied by statute or of this agreement or of any duty of tort (including negligence) is limited to the total value of the relevant Prize.
- 6.3 The Promoter, the Sponsor and their associated agencies and companies will take no responsibility for prizes damaged or lost in transit, or late, lost or misdirected mail.
- 6.4 The Promoter, the Sponsor and their associated agencies and companies will not be liable for any misadventure, accident, injury, loss (including but not limited to consequential loss) or claim suffered or brought by an entrant:

- a) during the judging;
 - b) in their participation in this Competition or in any Prize;
 - c) as a consequence of late, lost or misdirected mail;
 - d) as a result of failure to comply with any of these terms and conditions; or
 - e) due to the publication of any material, including any statements made by any staff member, journalist, other entrants or any other person.
- 6.5 The Promoter and its affiliates accept no responsibility for any problems or technical malfunction of any communication network or for any late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft or destruction or unauthorised access to, or alteration of, entries, and reserves the right to take any action that may be available.
- 6.6 If, for any reason, this Competition is not capable of being conducted as planned, including, but not limited, due to tampering, unauthorised intervention, fraud, technical failures or for any other reason which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Competition, the Promoter reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process, take any action that may be available or to cancel, terminate, modify or suspend the Competition, subject to state legislation.
- 6.7 In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the Competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the Competition and recommence it from the start on the same conditions.

7. PROMOTER'S DETAILS

- 7.1 The Promoter is Yahoo!7 Pty Limited (ABN 60 089 187 100) of Level 2, Pier 8&9, 23 Hickson Road, Millers Point, NSW 2000.
- 7.2 The Sponsor is Belvita/Mondelez Australia Pty Ltd (ABN 78004551473) of Level 6, South Wharf Tower, 30 Convention Centre Place, South Wharf, VIC 3006.
- 7.3 **PERSONAL INFORMATION COLLECTION NOTICE:** By entering this Competition, you agree to the Promoter collecting, using and disclosing your personal information for the purpose of conducting and promoting this Competition, in accordance with Yahoo!7's Privacy Policy which is available at <https://info.yahoo.com/privacy/au/yahoo/> which you acknowledge you have read and agree to. This privacy policy contains important information regarding how the Promoter handles your personal information, including how you can access and/or correct your personal information, make a complaint about the handing of your personal information and the manner in which the Promoter may disclose personal information overseas. Additionally, by ticking the relevant opt-in box/es, (a) you agree to the Promoter and its trusted partners using your personal information to help the Promoter communicate with you (including via electronic messages and/or telephone) about offers from the Promoter and its marketing partners (which offers you may opt-out of receiving), and you agree to the Promoter disclosing your information to such partners in connection with such

purposes and/or (b) you agree to the Promoter sharing your personal information with the Sponsor and you acknowledge that the Sponsor will be solely responsible for its use of such information. Entry into the Competition is conditional upon providing your personal information. If you do not provide your personal information when requested, you may not enter the Competition.