

## Terms and Conditions (Skill Based Competition) COMPEED SOCIAL WALL August-October

### **General**

1. Information on how to enter and prizes form part of the Terms and Conditions. Entry into this competition deems acceptance of these Terms and Conditions.
2. The Promoter is Pacific Magazines Pty Ltd, 8 Central Ave, Eveleigh NSW 2015 (ABN 16 097 410 896).
3. To the extent of any inconsistency between these Terms and Conditions and any other reference to this competition, these Terms and Conditions prevail.
4. *For individuals who enter via Instagram:* This competition is in no way sponsored, endorsed or administered by, or associated with, Instagram. Entrants are providing their information to the Promoter and not to Instagram. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Entry and continued participation in the competition is dependent on individuals following and acting in accordance with the Instagram Terms of Use, which can be viewed at <http://instagram.com/legal/terms>.
5. Any questions, comments or complaints about this competition must be directed to the Promoter at [yahoo7promo@yahoo-inc.com](mailto:yahoo7promo@yahoo-inc.com).

### **Who can enter**

6. Entry is open to all residents of Australia. Employees (and the immediate families of) the Promoter, associated companies and agencies (including Johnson & Johnson Pacific Pty Ltd, 45 Jones Street, Ultimo NSW 2007 ("JJP")) and participating outlets are not eligible to enter. Immediate family means any of the following: spouse, ex spouse, defacto 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 1st cousin.
7. All entrants under the age of 18 must obtain the prior permission of their legal parent or guardian (i.e. who is over the age of 18) to enter. The parent or guardian may be called to verify consent and may be required to sign a release at the discretion of the Promoter. The release will also require the winner's parent or guardian to accept responsibility for the acts and forbearances of the winner. The release must include the full name, address and telephone number of the winner's legal guardian. Failure to provide such proof, particulars or releases will immediately invalidate the winner's entitlement to the prize, subject to State and Territory legislation.

### **How to enter**

8. The competition commences on 04/08/14 at 09:00 AEST and closes on 31/10/14 at 17:00 AEDT ("**Competition Period**").
9. To be eligible to enter, individuals must take an original and creative 'selfie' photograph that incorporates both themselves and their shoes ("**Photograph**").
10. To enter, individuals must then complete one (1) the following entry methods during the Competition Period:

#### **Internet:**

Log on to [www.yahoo7.com.au/whatsunstoppablenow](http://www.yahoo7.com.au/whatsunstoppablenow) ("**Website**"), Follow the prompts to the competition entry page, input the requested details (including the entrant's full name, address including postcode, current and valid email address, telephone number), provide Photograph caption (at the entrant's discretion), upload their Photograph and submit the fully completed entry form. Uploaded files must not exceed 10MB file size; OR

#### **Instagram:**

Log-on to their Instagram account, upload the Photograph and include the hashtag "#racedayshoes" in the caption field.

11. Entrants must have their Instagram accounts set to public in order to be an eligible entry into the Competition.
12. Photographs that contain prohibited or inappropriate content, or that are otherwise in breach of these Terms and Conditions, as determined by the Promoter, will be deemed invalid, and any entrant that submits such a Photograph will not be eligible to win.
13. Entrants agree that they are fully responsible for any materials they submit via the competition including but not limited to Photographs ("**Content**"). The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove or decline to publish any Content without notice for any reason whatsoever. Entrants warrant and agree that:
  - (a) they will not submit 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 15, or otherwise unsuitable for publication;
  - (b) their Content shall not contain viruses or cause injury or harm to any person or entity;
  - (c) they will obtain prior consent from any person or from the owner(s) of any property that appears in their Content;
  - (d) the Content is the original artistic work of the entrant that does not infringe the rights of any third party;
  - (e) they consent to any use of the Content which may otherwise infringe the Content creator's/creators' moral rights pursuant to the *Copyright Act 1968* (Cth) and warrant that they have the full authority to grant these rights; and
  - (f) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems;
  - (g) have not been published in any form in any country in the world.Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.
14. As a condition of entering this competition, each entrant agrees to assign all of their rights, title and interest (including copyright) in and to their entry (which shall include Content) to the Promoter, and to execute any documents to confirm such assignment. Entries will not be returned to any entrant.
15. Entries that are found to have been derived from the designs of a third party will be considered invalid and, if awarded the prize, that prize must be returned to the Promoter. The winner may be required to sign a statutory declaration regarding the originality of their winning entry. Without limiting the generality, the Promoter reserves the right to take legal action against anyone found to have breached this term.
16. 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 reserves the right, in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the competition. The Promoter's legal rights to recover damages or other compensation are reserved.
17. Any entrant found to have (a) used any form of software or third party application to enter multiple times (including scripting software), (b) used a third party (including online competition entry site) to enter on their behalf, or (c) entered incorrect contact details, including incorrect email contact details, will have all entries invalidated and any claim to the prize will be invalidated. If such an entrant is awarded the prize and then found to have breached this clause, the entrant must immediately return the prize to the Promoter. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.

18. Failure by the Promoter or JJP to enforce any of their rights at any stage does not constitute a waiver of those rights.
19. Multiple entries permitted, subject to the following: (a) each Photograph must be substantially unique; and (c) each entry must be submitted separately and in accordance with entry requirements.
20. The date and time of entry will be the date and time the Photograph entry is displayed on the @Pac\_Unstoppable Instagram account, as recorded by Instagram (for Instagram entries), or alternatively the date and time the entry is uploaded to [www.yahoo7.com.au/whatsunstoppablenow](http://www.yahoo7.com.au/whatsunstoppablenow) (for Internet entries). Entries received outside of the Competition Period will be deemed invalid and ineligible to enter the Competition.

#### **Winner Determination & Notification**

21. This is a game of skill and chance plays no part in determining the winner. Each entry will be individually judged based on the originality and creative merit of the Photograph submitted. The winner will be the best valid entry received during the Competition Period, as judged by the judging panel at the Promoter's premises on **07/11/14** at **11:00 AEDT**. The Promoter may select additional next best entries to be used as replacements in the event that the first entrant chosen as a winner cannot satisfy these Terms and Conditions or take the prize.
22. The winner will be notified by **17:00 AEDT** on **13/11/14** via one of the methods below:
  - If the winner entered via Instagram they will be notified by a post on the promotional Instagram account (@Pac\_unstoppable). The winner's Instagram handle will be tagged, and the notification will request the winner email the Promoter (to the address specified in clause 5 above) with their phone number and mailing address. The Promoter will then call the winner using the phone number provided to verify their mailing address.
  - If the winner entered via desktop/mobile upload at [www.yahoo7.com.au/whatsunstoppablenow](http://www.yahoo7.com.au/whatsunstoppablenow), they will be contacted by the phone number/email address provided in the completed entry form.
23. The Winner's name will be published online at [www.yahoo7.com.au/whatsunstoppablenow](http://www.yahoo7.com.au/whatsunstoppablenow), on **14/11/14**.
24. The prize will be delivered to the winner's nominated Australian mailing address within 8 weeks.

#### **Prize on Offer**

25. Total prize value is **\$2,000**, as at **04/06/14**. One (1) winner will receive **one (1) x \$2,000 Myer Gift Card**.
26. Any ancillary costs associated with redeeming the Gift Card are not included. Any unused balance of the Gift Card will not be awarded as cash. Redemption of the Gift Card is subject to any terms and conditions of the issuer including those specified on the Gift Card.
27. Prize must be taken **by 14/12/14**. In the event a winner does not take the prize by the time stipulated, then the entire prize will be forfeited by the winner and cash will not be awarded in lieu of the prize.
28. If the Promoter is unable to contact the winner to claim fulfilment of the promotional prize, that winner will forfeit the prize in its entirety and it shall be awarded to the next runner up in the competition. The Promoter will not be liable if the winner cannot be contacted and therefore forfeits their prize, and no correspondence will be entered into.
29. The Promoter, JJP and their respective agencies and companies associated with the competition will not be responsible for any delay in delivery, loss or damage to the prize.
30. Each entrant warrants that the Photograph has been taken within two years of the date of submission.

#### **Further General Terms and Conditions**

31. The Promoter reserves the right to amend these Terms and Conditions if this competition cannot be run as originally planned. The Promoter may also cancel or suspend this competition if an event beyond the control of the Promoter corrupts or affect the administration security, fairness, integrity or proper conduct of this competition. The

Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this competition.

32. Each entrant is responsible for the entry they submit and responsible for paying the costs associated with entering the competition.
33. The Promoter and JJP are not liable for any consequences of user error including (without limitation) costs incurred. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
34. The Promoter and JJP and their associated agencies and companies will not be liable or responsible for any problems or technical malfunction of any telephone network or lines, computer on line systems, servers, or providers, computer equipment, software, technical problems of the phone or of any phone network, or any misadventure, accident, injury, loss (including but not limited to consequential loss) or claim that may occur; whilst undertaking any travel won on or connected with their entry; in the participation in any prize; as a consequence of late, lost or misdirected mail, email SMS or phone call; due to the broadcast of any program relating to the competition or the publication of any material, including any statements made by any compere, staff member, journalist, other entrants or any other person; any injury or damage to entrant's or any other person's computer software or phone; or any combination thereof, related to or resulting from participation or sending or receiving of any communication or of any materials in this competition.
35. If the prize (or an element of the prize) is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize (or an element of the prize) for a prize of equal or greater value. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
36. The Promoter highly recommends a current residential street address be provided when requested for ease of correspondence and potential prize delivery. The Promoter makes all reasonable efforts to deliver prizes to the addresses provided by competition entrants. The Promoter cannot guarantee that any prizes returned to the Promoter due to non-delivery at the provided address will be re-sent to the prize winner.
37. The Promoter reserves the right to request the winner to sign a winner's deed of release or any other relevant forms or agreements that the Promoter deems necessary, to provide proof of identity, proof of age, proof of residency at the nominated prize delivery address and/or proof of entry validity (including phone bill) in order to claim a prize. Proof of identification, residency, age and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
38. The Promoter reserves the right to rejudge in the event of an entrant, claiming to be a winner, being unable to satisfy these Terms and Conditions.
39. The Promoter's decision in relation to any aspect of the competition is final and binding on each person who enters. Chance plays no part in determining any winner. No correspondence will be entered into. No responsibility is accepted for late, lost or misdirected entries. Prizes are subject to availability, not transferable or exchangeable and cannot be taken as cash.

**Privacy, statutory guarantees, Waiver and liability**

40. All entries and any copyright subsisting in the entries become and remain the property of the Promoter who may publish or cause to be published any of the entries received. Pacific Magazines Pty Ltd (ABN 16 097 410 896) and its related entities ("**Pacific**"), is collecting entrants' personal information for the purpose of conducting and promoting this competition, including for the purpose of identifying and notifying the winner and understanding their audiences. Pacific will otherwise handle entrants' personal information in accordance with Seven West Media's Privacy Policy which is available at <http://www.sevenwestmedia.com.au/privacy-policies> (and which contains information regarding how entrants can access their personal information, correct it and/or make a complaint about our handling of their personal information). By providing their personal information, entrants agree to the terms of the Privacy Policy. Without limiting the foregoing, Pacific may disclose the entrant's personal information to its related entities,

business partners and external service providers for research and profiling purposes as well as other purposes reasonably related to the entrant's relationship with Pacific. In addition, by entering this competition, entrants consent to Pacific using their personal information for the purpose of Pacific and its related entities sending them information regarding programs, products and services available through them and/or through their business partners, and to Pacific from time to time sharing their personal information with carefully selected business partners for the purpose of them sending them such information directly. We will always provide entrants with the ability to opt out of those communications. Pacific will not disclose entrants' personal information to any entity outside of Australia.

41. By accepting the prize, the winner agrees 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 winner agrees to granting the Promoter a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide, including online social networking sites, and the winner will not be entitled to any fee for such use.
42. Prize winners are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of that prize.
43. 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 2010 (Cth), 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 and JJP (including their respective officers, employees and agents) 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 the competition.
44. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and JJP (including their respective officers, employees and agents) is 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 or JJP'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 the winner or an entrant; or (f) use of the prize.