

## STANDARD COMPETITION TERMS AND CONDITIONS

### A. Specific Conditions

Item 1	Competition Name	Baby Shark Flexischools Promotion ( <b>Competition</b> )
Item 2	Competition Type	Game of <b>skill</b>
Item 3	Permit	TP 21/00564
Item 4	Promoter	The promoter ( <b>Promoter</b> ) is <b>Nickelodeon Australia Management Pty Limited ACN 071 493 340 of 1 Saunders Street, Pyrmont NSW 2009.</b>
Item 5	Website	Nickelodeon ( <b>Website</b> ) <a href="http://www.nick.com.au">www.nick.com.au</a>
Item 6	Entry Restrictions	<p>(i) <b>Age</b> – Entrants must be aged <b>13 years or over at the time of entry</b>. Entrants aged less than 16 years of age <b>must</b> ask their parent or guardian for permission before entering the Competition or providing any Personal Data as defined in Clause 14 of the General Terms.</p> <p>(ii) <b>Resident Status</b> – Entrants must be residents of Australia</p>
Item 7	Method of Entry	<p>The Competition can be entered by <b>email</b></p> <p>Entrants must:</p> <p>a) <b>Email <a href="mailto:competitions@nick.com.au">competitions@nick.com.au</a> in [25] words or less: [Who is your favourite Baby Shark Character and why?</b></p> <p>Entrants must provide the following information for a valid entry</p> <ul style="list-style-type: none"> <li>(i) First Name</li> <li>(ii) Last Name</li> <li>(iii) Street Number</li> <li>(iv) Street Name</li> <li>(v) Suburb</li> <li>(vi) Post Code</li> <li>(vii) State</li> <li>(viii) Country</li> <li>(ix) Phone</li> <li>(x) Email</li> </ul>
Item 8	Competition Entry Opens	06:00 (AEST/AEDT) on 18/10/2021

<b>Item 9</b>	<b>Competition Entry Closes</b>	18:00 (AEDT) on 18/11/2021
<b>Item 10</b>	<b>Competition Judged</b>	The Competition will be [drawn from [18/11/2021] at [18:00]( AEDT)
<b>Item 11</b>	<b>Drawing Details</b>	N/A (for Game of skill)
<b>Item 12</b>	<b>Notification Date</b>	Winners will be notified <b>on/by</b> 19/11/2021 at <b>12:00pm</b> ( AEDT)
<b>Item 13</b>	<b>Notification Method</b>	Winners will be notified by <b>email</b>  It is the responsibility of each entrant to ensure that the details in their entry are correct, including without limitation telephone contact number, email and postal address details, and no responsibility will be taken by the Promoter for any incorrect or out of date information. Entrants must supply a valid telephone number with their entry.
<b>Item 14</b>	<b>Draw Publication Details</b>	N/A (Game of skill)
<b>Item 15</b>	<b>Prize</b>	There will be one (1) major prize winner/s who will win the following major prize:  * \$500.00 pre-paid MasterCard/Visa valued at/up to \$500.00  Total major prize pool value: \$500.00  There will be one (1) runner up prize winner/s who will win the following runner up prize:  * Bath Squirt 4pk valued at/up to \$20.00 * Singing Plush valued at/up to \$24.00 * Mini tablet valued at/up to \$20.00 * Microphone valued at/up to \$18.00 * Song Cube valued at/up to \$17.00  Total runner up prize pool value: \$99.00  <b>Total prize pool value: \$599.00</b>
<b>Item 16</b>	<b>Unclaimed Prize Draw</b>	N/A (Game of skill)
<b>Item 17</b>	<b>Special Conditions</b>	1. The Promoter will not be responsible for replacing or retrieving any prize sent to an incorrect address based on incorrect details provided by any winner.

		<p>2. Entrants may enter this competition an unlimited number of times</p> <p>Prizes may not be valid during school holidays or other peak or seasonal times designated by the prize supplier</p> <p>The Promoter reserves the right to reasonably vary and/or modify these General Competition Terms for the duration of the Competition, and any such variations will be communicated by a re-published and uploaded version of the General Competition Terms on the distributed platform, including any website.</p>
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## A. General Terms

### 1. Introduction

- (a) These are the General Competition Terms that govern the relationship between you and the Promoter when you enter this Competition and should be read in conjunction with the Specific Conditions in the above table to form the complete terms and conditions for this Competition (***Terms and Conditions***).
- (b) By submitting an entry into this Competition, entrants warrant that they have read, understood and agree to be bound by these Terms and Conditions
- (c) To the extent that there is any inconsistency between the Specific Conditions and the General Terms, the Specific Conditions will prevail.

### 2. Duration

- (a) This Competition will commence at the time set out in Item 8 of the Specific Conditions and will conclude at the time set out in Item 9 of the Specific Conditions. Entries received outside of these times will not be eligible.
- (b) The Promoter will not accept any responsibility for lost or late entries.

### 3. Entry Requirements

- (a) Entrants restricted from entry in Item 6 of the Specific Conditions will not be eligible to enter the Competition and will be disqualified.
- (b) The employees of the Promoter, any of its affiliate, parent or subsidiary companies, or any agencies associated with this competition are not eligible to enter the Competition.
- (c) Entrants cannot be a spouse, defacto spouse, parent, child or sibling (whether full, half, step or by adoption) of any person included in 3(b).
- (d) Unless specifically set out as a Special Condition in Item 17 of the Specific Conditions, no person may enter this Competition more than once and persons may not enter or participate in it on behalf of any third party.
- (e) Should the Competition require the entrant to submit a photograph, audiovisual material or other material document, as a part of entry into or participation in this Competition ("Entry Materials"):
  - (i) any Entry Materials provided to the Promoter by an entrant as part on an entry to this Competition will not be returned to entrants. Entrants are advised to not send original material.

- (ii) all entrants acknowledge that the Entry Material may, at the discretion of the Promoter, be posted on the website;
  - (iii) all entrants hereby authorise the Promoter to use, edit and reproduce the Entry Materials;
  - (iv) all entrants agree that the Promoter has the right to publish and communicate to the public the Entry Materials in any media including, but not limited to, online, at all times without restriction or limitation throughout the world (including all promotional purposes);
  - (v) all entrants agree that the Promoter has the right to use the entrants name, likeness or other information concerning and provided by the entrant in its use of the Entry Materials;
  - (vi) all entrants agree to fully release the Promoter now and forever from and against all actions, suits, claims and demands which they may have against the Promoter arising directly or indirectly in respect of any infringement or violation of any personal and/or property rights of any sort (including without limitation defamation) from the use of the Entry Materials;
  - (vii) all entrants unconditionally waive all of their rights at any time to seek or obtain injunctive relief to prevent or restrict the Promoter's use of the Entry Materials; and
  - (viii) all entrants warrant that they have obtained permission from any other persons featured in the Entry Materials for the Promoter to use the Entry Materials in any of the manners set out above.
- (f) Costs to enter the Competition will depend on the method of entry and you should seek the permission of the person paying the bill before entering. The cost to enter via the Internet may vary so entrants should check with their network operator for current charges.
- (g) If this Competition involves:
- (i) entry via a phone call, each call is charged at no more than 55 cents (including GST) from a fixed phone. Calls may attract a higher rate from mobile or public phones; or
  - (ii) entry via SMS, each SMS is charged at 55 cents (including GST). To enter, entrants will need an SMS compatible mobile phone connected to a service provider that permits text messaging to the abovementioned premium SMS number. It is recommended that entrants check with their individual service provider in this regard.
- (h) Entries via SMS or email are deemed to have been made at the time of receipt into the Promoter's database not at the time of transmission by the entrant.
- (i) Should the Competition involve voting, the accuracy of the polling results received and published by the Promoter is final and binding and no correspondence will be entered into.

#### **4. How to Enter**

- (a) The Competition can be entered by the method set out in Item 7 of the Specific Conditions.
- (b) To enter, entrants must follow any requirements including submitting entries or answering any questions set out in Item 7 of the Specific Conditions.
- (c) Except where the method of entry in Item 7 is entry via SMS, all entries must include full contact details, including name, phone number and email address. Where entry is via SMS, the details to be included in each entry will be set out in Item 7.
- (d) Any person who fails to provide the full information in the manner requested as part of the entry process will not be eligible for any Competition prize. Specifically, inaudible, incomplete, incomprehensible or late entries (whichever is applicable) will not be eligible and will be disqualified.

- (e) Where the entry mechanism in Item 7 includes logging into a website where the entrant already has a login name and password and is not creating a new profile, the entrant will be solely responsible for ensuring that all of their contact details including but not limited to postal address are correct, and have been updated if these details have recently changed. No responsibility will be taken by the Promoter for any incorrect or out of date information.
- (f) The Promoter reserves the right to disqualify any entry which in the reasonable opinion of the Promoter includes any content which may be unlawful, profane, inflammatory, defamatory to any person and/or damaging to the goodwill or reputation of the Promoter.
- (g) Unless otherwise agreed, any personal or confidential information submitted to the Promoter by any person in the course of entering or being otherwise involved in this Competition such as name, address, telephone number will be treated in accordance with Clause 14(c).
- (h) Any person who fails to provide the full information in the manner requested as part of the entry process will not be eligible for any Competition prize.
- (i) The Promoter reserves the right to verify the validity of entries and to disqualify any entrant who tampers with the entry process, or who submits an entry/claim which is not in accordance with these Terms and Conditions.

## **5. Competition Judging and Drawing**

- (a) The decision of the judges is final and the Promoter will not enter into correspondence or communication regarding the judges' decisions or the drawing of the Competition even where the Promoter may not have acted reasonably or where the Promoter is shown to have made a decision in error.
- (b) Subject to State regulations, in the event that the Promoter becomes aware that the same person has been selected as a prize winner more than once, the Promoter will cause another name to be drawn/selected in their place.
- (c) Different terms apply for games of skill and games of chance, and these are outlined in Clause 5A and 5B below.

### **5A. Judging**

- (a) This Clause 5A is only relevant where the Competition is identified in Item 2 of the Specific Conditions as a game of skill. For games of chance please see Clause 5B.
- (b) The Competition will be judged by the date listed in Item 10 of the Specific Conditions at the location specified in Item 11 of the Specific Conditions.
- (c) Winning entries will be selected by appropriately qualified judges on the quality and creativity of their entry submitted in accordance with Item 7 of the Specific Conditions. Where more than one judging criterion is set out in Item 17, equal weighting will be given to each of the criteria unless otherwise specified in Item 17.

### **5B. Drawing**

- (a) This Clause 5B is only relevant where the Competition is identified in Item 2 of the Specific Conditions as a game of chance. For games of skill please see Clause 5A.
- (b) The Competition will be drawn at the time and on the date listed in Item 10 of the Specific Conditions at the location specified in Item 11 of the Specific Conditions.
- (c) Winning entries will be drawn at random.
- (d) Details of prize winners will be published in accordance with Item 14 of the Specific Conditions.

### **5C. Instant Win**

- (a) Where the Competition is identified as having an Instant Win component in Item 15, instant win prizes as set out in Item 15 will be available to random valid entrants.
- (b) Entrants will be notified during their telephone call / reply SMS / online if they are an instant winner and what prize they have won. Such message will at all times be subject to verification by the Promoter.
- (c) In the event of any dispute with the Promoter, or at the Promoter's request, Instant Winners will be required to correctly quote their unique Prize Claim Number (as set out in Item 13) to be awarded their prize.
- (d) The Promoter reserves the right to withhold the awarding of an instant prize to a participant who cannot provide a valid, unique Prize Claim Number.
- (e) Any unclaimed or un-verified prizes will be awarded during the Unclaimed Prize Draw outlined in Item 16. Entrants who are not instant winners will be automatically entered into the unclaimed prize draw.
- (f) Instant win game materials void if stolen, forged, mutilated or tampered with in any way.
- (g) Programming and other quality control errors will not invalidate an otherwise valid prize claim.
- (h) Printing errors or other quality control matters outside the control of the individual player shall not be used as the sole basis for refusing to award an Instant Win prize.
- (i) This condition 5C(i) only applies to Instant Win prize claims that are made by residents of NSW or Victoria, or are made by persons who purchased a Promotion Product in NSW or Victoria: (i) unless otherwise due to fraud or ineligibility under these conditions, all prize claims in excess of the number advertised as available (but otherwise in accordance with these conditions) will be honoured; and (ii) printing and other quality control errors outside the control of eligible Entrants will not be used as the sole basis for refusing to honour an Instant Win.

## **6. Prize Winner Notification**

- (a) Prize winner(s) will be notified by the date listed in Item 12 of the Specific Conditions.
- (b) Prize winner(s) will be notified by the method listed in Item 13 of the Specific Conditions based on the details provided in the entry. All reasonable efforts will be made to contact prize winner(s).
- (c) Where the Competition is a game of skill, and the Promoter is unable to contact a prize winner after reasonable efforts, the Promoter may award the prize to the entry judged to be the next best entry according to the judging criteria as judged by the original competition judges.
- (d) Where the Competition is a game of chance, and the Promoter is unable to contact a prize winner after reasonable efforts or if a prize winner fails to claim a prize (other than an event-based prize as set out in Clause 9(a)(v)) within 3 months of notice being sent to the winner, the Promoter may conduct a redraw for the unclaimed or undistributed prize in accordance with Item 16 of the Specific Conditions.

## **7. Prizes**

- (a) The prize(s) for the Competition is/are as set out in Item 15 of the Specific Conditions.
- (b) Where prizes are specific goods, all prize values are the recommended retail value as provided by the supplier, are in Australian dollars unless otherwise stated and are correct at the time of issue of these Terms and Conditions.
- (c) Where prize values are to be confirmed after the drawing/judging date (e.g. flights, transfers, or accommodation), prize values in Item 15 are maximum value estimates only, and the Promoter will be under no obligation to provide a prize to the exact value stated, or to reimburse a prize winner where the prize is less than the estimated value.

- (d) The Promoter takes no responsibility for variations in the prize value.
- (e) Subject to Clause 7(f), no prize in this Competition will be transferable or redeemable for any other prize, including but not limited to cash, and an entrant will not be given cash in lieu of any prize.
- (f) A winner will automatically forfeit their prize and another winner will be selected in their place if the winner is found or is reasonably suspected to be on-selling the prize to any other third party in exchange for payment (monetary or otherwise) or other goods or services, regardless of whether or not such payment, goods or services are equal to or greater than the value of the prize.
- (g) If a prize referred to in this Competition becomes unavailable for any reason the Promoter reserves the right to substitute a similar item of similar value, including in its sole discretion, providing the prize winner with cash to the value of any prize, subject to regulatory authority approval for games of chance.
- (h) Any tax payable as a result of a prize being awarded or received will be the responsibility of the winner. Winners should seek independent financial advice prior to accepting a prize if this is a concern.

## **8. Awarding the Prize**

- (a) Prize collection may be required for games of skill only. For games of chance, the Promoter will arrange all prize delivery (except where the prize is a motor vehicle, in which case delivery or collection of the prize will be determined on a case by case basis).
- (b) If a prize winner is under the age of 18 at the time of awarding the prize (and this is not an entry restriction listed in Item 6) they must be accompanied by a parent or guardian when collecting any prize. Alternatively a prize may be collected by an authorised representative of the Prize Winner as agreed in writing between the Promoter and the Prize Winner.
- (c) The Promoter may require any person collecting or receiving a prize to show photograph identification and/or sign a deed declaring that they have collected or received the prize before the Promoter gives the prize over.
- (d) The Promoter may require any person collecting a prize to sign a copy of these Terms and Conditions.
- (e) The Promoter may at its own discretion require any prize winner to submit to a police check to verify the prize winner's identification details.
- (f) Once a prize has been collected or delivered the Promoter is not responsible for the use or distribution of any prize.
- (g) All prizes are subject to availability and must be used on any dates specified in these Terms and Conditions by the Promoter and/or the prize provider. Specifically, prizes may not be valid during school holidays or other peak or seasonal times designated by the prize supplier (such restrictions will be detailed in Item 17).
- (h) If a prize winner does not take any element of a prize at the time stipulated by the Promoter then that element of the prize will be forfeited by the winner and cash will not be awarded in lieu of that prize or any part of it.
- (i) The Promoter will not be responsible for replacing or retrieving any prize sent to an incorrect address based on incorrect details included in an entrant's entry, or details that have not been updated by an entrant in any online profile associated with the entrant's entry.
- (j) The Promoter will not be liable for any loss or damage whatsoever which is suffered (including but not limited to direct or consequential loss) or for personal injury suffered or sustained, as a result of taking any prize under this Competition, except to the extent that such liability cannot be excluded by law.

- (k) Where a prize involves a “meet and greet” element, the meet and greet with the celebrity/artist/public figure will be at the discretion of the celebrity/artist/public figure’s management and will at all times be subject to the availability of the celebrity/artist/public figure. The Promoter will use all reasonable endeavours to secure this prize element, but will not be liable for the failure of the winner and any accompanying guests to meet the celebrity/artist/public figure for whatever reason. Where the “meet and greet” element becomes unavailable, the Promoter may, at its sole discretion, award an alternative prize in lieu of the meet and greet, but will be under no obligation to do so.
- (l) The Promoter reserves the right to exclude any persons from the Competition on the ground of their medical condition or history, for the safety of the Promoter’s staff members or others or for any other reason, for example bringing the Promoter’s brand into disrepute. The Promoter also reserves the right to disqualify contestants if:
  - (i) a contestant at any stage engages in, causes or incites physical violence (e.g. punching, slapping), inappropriate, illegal, unsociable or unsafe behaviour; and/or
  - (ii) a prize winner is abusive, aggressive, confrontational or acts unreasonably in the Promoter’s sole discretion; and/or
  - (iii) the safety of any of the Promoter’s staff member is compromised.
- (m) Prize winners agree to participate in any promotional activity promoting the Promoter, prize sponsors and/or the Competition at the reasonable request of the Promoter.
- (n) If the winner(s) is/are allowed to bring any guests the number of guests will also be set out in the Prize description at Item 15 of the Specific Conditions (**Allowed Guests**).
- (o) Any Allowed Guest also agrees to participate in any promotional activity promoting the Promoter, prize sponsors and/or the Competition at the reasonable request of the Promoter.
- (p) For Event-based prizes, if alcohol is made available as part of the prize at the Event, then this will be provided subject to the principles of responsible service of alcohol as exercised by the staff and management of the Venue. The Venue staff and management reserve the right to refuse service of alcohol to any prize winner or Allowed Guests should they be deemed to be intoxicated.
- (q) The winner(s) and any Allowed Guests are solely responsible for all insurance, applicable taxes and for any expenses or costs not specified in the Prize description.
- (r) Where the winner(s) is/are under eighteen (18), any Allowed Guest(s) must include a parent or legal guardian without exception.

## 9. Event-based Prizes

- (a) Where the prize(s) for the Competition set out in Item 15 of the Specific Conditions is/are for entry to an event (**Event**), whether or not hosted by the Promoter, the following applies:
  - (i) The Promoter will make every effort to ensure that each prize winner is given tickets to the Event, but will not be liable where this request cannot be accommodated. Where tickets to an Event are unavailable, the prize winner may be offered tickets to an alternative event, subject to clause 7(g).
  - (ii) The venue where the Event is being held (**Venue**) may impose its own conditions of entry to the Venue and may refuse entry in its own discretion. The Promoter is not responsible for any refusal of entry made by the Venue.
  - (iii) Where all or part of the Event is cancelled, rescheduled or varied for any reason, the Promoter may, at its own discretion, offer the prize winner tickets to an alternative event, subject to clause 7(g).



- (iv) Where an Event is cancelled (including Events managed or controlled by a third party) and the prize winner has already taken part of the prize, including without limitation flights and/or accommodation, the Promoter will use all reasonable efforts to replace the Event element of the prize but will be under no obligation to do so, and will not be required to replace the Event element with cash or an alternative prize.
- (v) Every effort will be made by the Promoter to contact prize winners by the method set out in Item 13 of the Specific Conditions, however:
  - a. Where an event-based prize is drawn or judged within 7 days of the Event, the prize must be claimed within 24 hours of notification or the prize will be forfeited and may be re-drawn or awarded to the entry judged to be the next best entry according to the judging criteria as judged by the original competition judges.
  - b. Where an event-based prize is drawn or judged within 14 days of the Event, the prize must be claimed within 3 days of notification or the prize will be forfeited and may be re-drawn or awarded to the entry judged to be the next best entry according to the judging criteria as judged by the original competition judges.
  - c. Where an event-based prize is drawn or judged within 30 days of the Event, the prize must be claimed within 7 days of notification or the prize will be forfeited and may be re-drawn or awarded to the entry judged to be the next best entry according to the judging criteria as judged by the original competition judges.
- (v) For the avoidance of doubt, no Event-based prizes will be drawn more than 30 days prior to an Event unless expressly set out in the Special Conditions listed in Item 17 of the Specific Conditions.
- (b) Where the Event is one at which alcohol will be served, the prize winner and any Allowed Guest(s) of a prize winner must be aged 18 years or over. Minors will not be permitted to attend the Event unless expressly set out in the Specific Conditions. All prize winners and their guests must carry valid photo identification with them at all times during the Event.

#### **10. Travel and Accommodation Prizes**

- (a) Where Prizes involve the winner(s) travelling with an Allowed Guest or where the prize includes an accommodation element with an Allowed Guest and the winner of the prize is under the age of 18 years, that winner must nominate a parent or legal guardian as their Allowed Guest for that travel and/or accommodation.
- (b) Where Prizes involve the winner(s) travelling the winner(s) and any Allowed Guest(s) shall be required to hold a valid passport and/or other necessary travel documentation and visas.
- (c) Unless expressly set out in Item 15 of the Specific Conditions, all transfers, accommodation, meals, incidentals, departure taxes, visas and travel insurance costs will be the sole responsibility of the winner(s).
- (d) A credit card imprint or cash deposit may be required from the winner(s) and/or any Allowed Guest(s) at check-in to a hotel for any incidental charges.
- (e) The winner(s) indemnify/ies the Promoter against any additional costs incurred by the winner(s) and any Allowed Guest(s) in relation to any travel and/or accommodation provided as part of the Prize which the Promoter has not expressly agreed to cover, including without limitation any incidental hotel costs and costs associated with damage.
- (f) The winner and their Allowed Guest must not engage in any illegal or unsafe behaviour whilst travelling.

- (g) The Promoter will not be responsible for any loss or damage suffered by any contestant and/or their Allowed Guest (if applicable) arising out of a failure by the contestant and/or their Allowed Guest to follow any travel advisories issued by the Australian Department of Foreign Affairs and Trade;
- (h) Where the prize involves travel to the United States of America, the prize winner and their Allowed Guest (if applicable) will be required to apply for an Electronic System for Travel Authorisation (ESTA). Applications must be submitted no later than three (3) days prior to the departure date. Should this form not be lodged by both the winner and their Allowed Guest (if applicable) within this time, they will be ineligible to enter the United States of America and will therefore forfeit the prize.
- (i) Any immunisations required as a result of a prize that involves the winner(s) travelling will be the winner(s) sole cost and responsibility.
- (j) Frequent Flyer points may not available for any of the flights included in the prize.
- (k) Obtaining time off work and/or study or related activities to participate in the Competition and/or a prize will be the sole and absolute responsibility of each entrant. Where the winner(s) is/are under eighteen (18) and in full or part time education and the Prize necessitates travel on a date that is during school hours and during a school term in the State/Territory in which the winner(s) reside(s), the winner(s) must obtain the prior written consent of his/her parent or legal guardian for the winner's absence from school on that day.
- (l) In addition to Clause 10(k), where the winner(s) is/are under eighteen (18) and in full or part time secondary education and the Prize necessitates travel on a date that is during school hours and during a school term in the State/Territory in which the winner(s) reside(s), the winner(s) must obtain the prior written consent of the winner's school principal for the winner's absence from school on that day.

## **11. Work Experience Prizes**

- (a) Where any prize under the Competition includes a work experience component in Item 15 of the Specific Conditions, the prize winner(s) will be required to enter into an agreement with the Promoter or its assigns relating to workplace requirements (including, without limitation, occupational health and safety, workplace confidentiality and intellectual property created in the course of the work experience) arising as a result of participating in the work experience component of prize.
- (b) If a prize winner does not enter into an agreement as set out in Clause 11(a) that prize winner will not be able to participate in the work experience component of the prize, and the awarding of the remainder of the prize will be at the Promoter's sole discretion.

## **12. Intellectual Property**

- (a) The Promoter may record, reproduce, publish, adapt, communicate or otherwise use the entrants' and/or prize winners' performances, names, voices, and likeness for the purposes of creating or producing any television program or other audio, visual and/or audio-visual material and for advertising and publicity purposes in any media in perpetuity without needing to provide additional compensation.
- (b) Each Competition entrant grants the Promoter a non-exclusive, irrevocable license for use throughout the world in any and all media in perpetuity in relation to any material, including without limitation Competition entries and images and/or audio-visual material included in Competition entries, submitted or provided by a Competition entrant, and/or prize winner in association with any Competition. The Promoter may reproduce, publish, adapt, communicate, cause to be seen and/or heard in public, license to third parties involved in the Competition or otherwise exploit use of any such material throughout the world in perpetuity and without needing to provide additional compensation to the Competition entrant.

- (c) To the extent that any entrant or prize winner holds any moral rights in the materials provided as part of the entry or created as a result of this Competition, the entrant or prize winner hereby consents to any act that, but for this consent, would be considered to breach those moral rights.
- (d) The Promoter may require an entrant or prize winner to execute any document necessary to give effect to 5(a), (b) and/or (c).

### **13. Warranties**

- (a) Each entrant warrants and represents to the Promoter that nothing in his/her entry / entries to this Competition infringes the rights, including copyright, of any third party and is not defamatory or obscene and does not breach any state or commonwealth law.
- (b) Each entrant indemnifies the Promoter against any claim, loss or damager suffered by the Promoter as a direct or indirect consequence of a breach by the entrant of any warranty or representation contained in these Terms and Conditions.
- (c) If the Promoter becomes aware that a prize winner is in breach of any warranty contained in these Terms and Conditions or made subsequently to the Promoter, the Promoter may deem that prize winner ineligible.

### **14. Privacy**

- (a) The Promoter's Privacy Policy is located at <http://www.nick.com.au/info/privacy-policy>
- (b) We respect your rights to privacy under the Privacy Act 1988 (Cth) (Act), as amended, and we comply with all of the Act's requirements in respect of the collection, management and disclosure of your personal information, along with notification requirements regarding an eligible data breach.
- (c) The Promoter makes no representations or warranties in relation to the privacy practices of any third party website, and is not responsible for the privacy policies or the content of any third party website, including without limitation any social media site (including without limitation, Facebook, Twitter and Instagram). Third party websites are responsible for informing you about their own privacy practices.
- (d) In order to conduct the Competition, the Promoter may collect personal information, being any information that can be used to personally identify entrants, or information that entrants are reasonably identifiable from, including without limitation, each entrant's name, age, residential and/or mailing address (including postcode), telephone number, email address, profession, occupation or job title, IP address, nationality and/or passport and/or personal identification information ("Personal Data").
- (e) The provision of such Personal Data may be a condition of entering any competition run by the Promoter. For competitions, the Promoter is required to collect some Personal Data under the state gaming legislation applicable to the state in which the competition is being held, for example, the Gaming and Liquor Administration Act 2007 (NSW) for competitions held in New South Wales.
- (f) The Promoter may disclose such Personal Data to third parties, including without limitation, the Promoter's parents, related and subsidiary companies, past present and future officers, agents, representatives, employees, contractors and assigns, service providers, prize suppliers in connection with the Competition. For the avoidance of doubt, such third parties may be located outside of Australia in accordance with our Privacy Policy/
- (g) The Promoter may use such Personal Data:
  - i. in connection with the Competition which the entrant entered, including without limitation for the purposes of sending electronic messages, social media communications, VOIP communications and/or telephoning entrants;
  - ii. for any purpose to which an entrant gave his/her express consent on entry;
  - iii. as set out in these terms and conditions; and
  - iv. in accordance with the Promoter's Privacy Policy, located at: <http://www.nick.com.au/info/privacy-policy>

- (h) Such Personal Data will be entered into a database and will be stored at the office of the Promoter.
- (i) Entrants may request to access, edit, correct and/or opt-out their Personal Data in accordance with the Promoter's Privacy Policy by contacting the Promoter on [vimnau.privacy@vimn.com](mailto:vimnau.privacy@vimn.com)
- (j) Entrants may direct any complaint related to treatment or use of their Personal Data to [vimnau.privacy@vimn.com](mailto:vimnau.privacy@vimn.com) that will be dealt with in accordance with the Promoter's privacy policy.
- (k) By entering the Competition and agreeing to these terms and conditions, each entrant consents to the Promoter's use of their Personal Data as set out in this clause 14 of these terms and conditions and in accordance with the Promoter's privacy policy.

## 15. General

- (a) If for any reason this Competition is not capable of running as planned as a result of any (including but not limited to) technical failures, unauthorised intervention, computer virus, mobile phone failure, tampering, fraud or any other causes beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Competition, the Promoter reserves the right (subject to State/ Territory regulations) to cancel, terminate, modify or suspend the Competition and/or any draw/s or judging related to the Competition and/or to disqualify any individual who (whether directly or indirectly) causes the same.
- (b) The Promoter shall not be liable for any delay in performing or partial or total failure to perform any of its obligations to the winner(s) and/or any Allowed Guests and/or parent(s)/legal guardian(s) under these Terms and Conditions if such delay or failure is caused by circumstances beyond the Promoter's reasonable control including without limitation delays, changes, disruptions, cancellations, diversions or substitutions howsoever caused including without limitation as a result of war, terrorist action or threatened terrorist action, strikes, hostilities, civil commotions, accidents, fire, flood or natural catastrophes or arising without limitation out of or in connection with:
  - (i) the activities of third party event organisers;
  - (ii) any form of transportation (including but not limited to flights, trains, coaches, buses, ferries, taxis or cars); and/or
  - (iii) by third parties providing accommodation included in the Prize.

For the avoidance of doubt, the affected prize winner(s) and/or any Allowed Guest(s) and/or parent(s)/legal guardian(s) shall be solely liable for any additional costs incurred as a result.

- (c) These Terms and Conditions are to be construed according to the laws of New South Wales, Australia and are subject to the non-exclusive jurisdiction of the courts of that State.