

TERMS AND CONDITIONS FOR GAME OF SKILL

SCHEDULE TO TERMS OF ENTRY

Information on how to enter and prizes set out under the pages titled "Schedule" form part of the Terms of Entry. These Terms of Entry constitute the entrant's agreement with the Promoter in relation to the entrant's participation in the promotion. The Terms of Entry must be read together with the Schedule for this Promotion. To the extent of any inconsistency between the Schedule and these Terms of Entry, the Schedule prevails.

COLLECTION NOTICE

Pedestrian Group Pty Ltd collects your personal information (name, date of birth, address, contact numbers and email) via Facebook and Instagram when you enter this promotion for the purposes of your entry into the promotion.

If we do not collect your personal information via Facebook or Instagram, you will not be able to submit a valid entry into the promotion or claim your prize. We may disclose this personal information to third parties, including local lottery authorities, and The Smith's Snackfood Company Pty Limited for the sole purpose of processing and conducting this promotion.

1. Promoter	Pedestrian Group Pty Ltd Level 1, Wentworth Ave Surry Hills NSW 2010 ABN 60 112 839 568 All participant inquiries should be directed to the Promoter on the details noted above and not The Smith's Snackfood Company Pty Limited (ABN 31057 976 940) (" Smith's ").
2. Promotion	Doritos Wasabi Challenge Promotion
3. Entrants	Australian residents aged 18 years and over,
4. Exclusions	Entry is only open to Australian residents aged 18 years or over. Employees and Immediate Family of the Promoter, retailers and agencies associated with this promotion 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.
5. Entry Period	Starts at 10:00 AEST on 25 August 2019 and ends at 23:59 AEST on 15 September 2019.
6. Entry	To enter, individuals must complete the following steps during the Entry Period: <ul style="list-style-type: none">(a) Purchase one(1) pack of Doritos Japanese Wasabi flavoured corn chips from a participating store in Australia ("Participating Product") and retain purchase receipt. All stores in Australia that stock and sell Participating Products will be 'participating stores' for the purposes of this promotion;(b) be a current Instagram subscriber and log onto the Dorito's Instagram page @doritos_au;(c) upload a video participating in the Doritos Wasabi Challenge incorporating the Doritos Japanese Wasabi flavoured corn chips, with your most creative caption to your Instagram account as a post, tagging @doritos_au and @pedestriantv, including the hashtag #doritoswasabi.

	<p>a. Entrants must only consume a maximum of eleven (11) Doritos Wasabi chips in the entry video. Any over consumption of Doritos Wasabi chips in their entry video will be void in winning the promotion prize.</p> <p>b. Entrants must eat eleven (11) Doritos Wasabi Corn Chips every time they hear the word 'Wasabi' in the Lee Harding Doritos Remix which can be listened and watch on Pedestrian.TV site & social platforms. Their video must be uploaded their Instagram account with the hashtag #doritoswasabi with their most creative caption.</p>
7. Entry Limit	Maximum of one (1) entry per person per Instagram account. In case of multiple entries received from any person or Instagram account, only the first entry received from such person or Instagram account will be considered.
8. Judging Criteria	This Promotion is a game of skill. Chance plays no part in determining the winner(s). Entries will be judged based on their originality and creativity.
9. Prize Determination	11:00 AEST on 18 September 2019 at the Promoter's address. Entries will be judged by a panel of judges appointed by the Promoter.
10. Winner Notification	Winners will be announced at 14:00 AEST on 22 September 2019 by the Promoter on the Promoters website and social channels via a direct inbox message on Instagram.
11. Prize Claim Period	The winner must confirm their acceptance of their prize by 17:00 AEST on September 29 2019 by replying to the direct private Instagram winner notification message to @doritos_au, with their full name, date of birth, Australian address and contact number.
12. Unclaimed Prize Determination	<p>11:00 AEST on October 3 2019 at the Promoter's address.</p> <p>Any replacement winner will be notified by direct Instagram message to winning entrant's Instagram account within 1 day of the Determination.</p> <p>The replacement winner must claim their prize by 17:00 AEST on October 6 by replying to the direct private Instagram message sent by the Pedestrian.TV account, @doritos_au, with their full name, date of birth, Australian address and contact number.</p> <p>Any replacement winner will be announced by the same manner described in Clause 10 in this Schedule.</p>
13. Prize	<p>There is one (1) Prize available to be won as part of this Promotion. The Prize comprises of the following:</p> <p>a) 1 x Mastercard Cash Card to the value of \$10,000</p>
14. Total Prize Value	\$10,000 AUD RRP
15. Prize Conditions	<p>a) The supplier of the prize is Pedestrian Group Pty Limited ABN 60 112 839 568 of Level 1, 66 Wentworth Ave Surry Hills (Supplier).</p> <p>b) The prize must be claimed within 12 months of receiving, as determined by the Promoter.</p> <p>c) The Prize will be delivered to the winners within twenty-eight (28) days of verification of their entry, to the winner's Australian mailing address. To the extent permitted by law, once any prize has left the Promoter's (or Supplier's) premises, the Promoter will</p>

	<p>not be responsible for any delay in delivery, loss or damage to the prize. Any ancillary costs associated with redeeming the cash card are not included.</p> <p>Any unused balance of the cash card will not be awarded as cash. Redemption of the cash card is subject to any terms and conditions of the issuer including those specified on the cash card. Cash cards are valid for three years from date of issue. Mastercard Cash Cards can be used for purchasing goods and services where Mastercard Prepaid Cards are accepted for electronic transactions (excluding transactions at ATMs or over the counter at financial institutions). The Card is not a credit card, nor is it linked to a deposit account. Mastercard Cash Card cannot be used for cash advances, cannot be redeemed for cash and cannot be returned for a refund. Some merchants may choose not to accept your Mastercard Card Full terms & conditions for the Mastercard Prepaid Card redeemable in Australia are available at https://www.mastercard.com.au/en-au/consumers/find-card-products/prepaid-cards/gift-card.html</p>
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Trade Promotion: Game of Skill Terms of Entry

1. These terms must be read together with the Schedule for this Promotion. The Schedule defines certain terminology used in these Terms of Entry. Participation in the Promotion constitutes acceptance of these Terms of Entry. To the extent of any inconsistency between the Schedule and these terms, the Schedule prevails.

Entry

2. By entering the Promotion, entrants accept these Terms of Entry.
3. Entry is open only to entrants who comply with the Entry Restrictions. To enter the Promotion, entrants must follow the Entry Mechanic.
4. Entrants may submit up to the Maximum Number of Entries. Entries must be received by the Promoter during the Promotion Period.
5. The Promoter accepts no responsibility 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, destruction, transmission interruption, communications failure or otherwise.
6. The Promoter has no control over communications networks or services, the Internet, or computer or telephone networks or lines and accepts no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise.
7. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred.
8. Any form of automated entry using any device or software is prohibited and will render an entry invalid.

Judging

9. Each valid entry will be judged in accordance with the Judging Details and the Judging Criteria. The Prize(s) will be awarded to the valid entry/entries that best meet the Judging Criteria. The judges' decision is final and no correspondence will be entered into.

Entries

10. Each entrant warrants and agrees that: (i) the entrant has created the entry themselves; (ii) the entrant will not submit material in their entry that is copyrighted or otherwise subject to third party proprietary rights, unless the entrant is the owner of those rights; (iii) the entry has not been previously published in any other medium or forum; (iv) the entrant will not submit material that is unlawful, obscene, defamatory, derogatory, threatening, pornographic, sexually inappropriate, violent, abusive, harassing, hateful, racially, religiously or ethnically offensive, or encourages, evidences or indicates conduct that would be considered a criminal offence, give rise to civil liability or violates any law; (v) the entry will not contain viruses or cause injury or harm to any person or entity; and (vi) the entrant has not granted rights to their entry to any other person which are inconsistent with the rights granted to the Promoter.
11. Entries that are found to have been derived from third party work will be considered invalid and, if awarded a Prize, that Prize must be returned to the Promoter. Without limiting the generality of other conditions, the Promoter reserves the right to take legal action against anyone found to have breached this condition. The Promoter reserves the right in its sole discretion to: (i) not consider any entry which is not in accordance with these conditions of entry; and (ii) disqualify any individual who the Promoter has reason to believe has breached any of these Terms of Entry or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion. The Promoter's legal rights to recover damages and other compensation are reserved.
12. All entries become the property of the Promoter and cannot be returned. As a condition of entry, entrants agree to irrevocably and unconditionally assign to the Promoter all of their right, title and interest (including without limitation all intellectual property rights such as present and future copyright) in and to their entry and, if requested by the Promoter, to sign a document (in a form to be determined by the Promoter) to acknowledge this assignment to the Promoter.
13. Without limiting clause 12, each entrant acknowledges and agrees that the Promoter (and each of its assignees and licensees) has the right, in its absolute discretion, to display, distribute, edit, adapt, amend, copy, use, commercialise, translate, publish, broadcast and communicate to the public, the entry (or any part thereof) in any media, at any time, without any further consultation, reference, payment or any other compensation to the entrant.
14. By entering this Promotion each entrant consents to the Promoter (and each of its assignees and licensees) doing or omitting to do anything which may infringe any and all moral rights of the entrant including to edit, alter and reproduce the entry, and that such consents have been obtained to the full extent permitted under the *Copyright Act 1968* (Cth).
15. Incomplete entries and/or entries that, in the Promoter's judgment, contain offensive, defamatory or otherwise objectionable or inappropriate material or that infringe any third-party rights will be invalid and not eligible to win a prize.
16. If an entrant is unable to or refuses or fails to take part in any element of this Promotion, or a winning entry is deemed not to comply with these terms, the Promoter reserves the right to discard that entrant's entry and proceed as if that entrant had not entered the Promotion.

Prize(s)

17. The winner(s) will be notified in accordance with the Notification of Winner(s). Winners must claim their prize in accordance with the Prize Claim (if applicable).
18. The Prize(s) will be delivered to the winner(s) in accordance with the Prize Delivery. Once any prize has left the Promoter's (or supplier's) premises, the Promoter will not be responsible for any delay in delivery, loss or damage to the Prize.
19. In the event of a Prize not being accepted or claimed, the Promoter may withdraw the prize unawarded and no alternate winner will be chosen...

20. The Promoter may require the winner(s) to verify their entry and provide proof of purchase (if applicable), identity, age and/or residence at the nominated Prize delivery address. Proof considered suitable for verification is at the Promoter's sole discretion.
21. The Promoter may, in its sole discretion, disqualify any or all entries from, and prohibit further participation in this Promotion by, any person who fails to provide adequate identification to the satisfaction of the Promoter, or who tampers with or benefits from the manipulation of, or tampering with, the entry process or the operation of the Promotion or acts in violation of these Terms of Entry, acts in a disruptive manner or acts with the intent to annoy, abuse, threaten or harass any other person.
22. If, due to any reason whatsoever, the Promoter becomes aware after an entrant has won a Prize that the entrant has not complied with these Terms of Entry, that entrant will have no entitlement to the Prize, even if the Promoter has announced them as a winner and that entrant will be required, at the direction of the Promoter, to return, refund or otherwise make restitution of the Prize.
23. No Prize is transferable or exchangeable, nor can it be redeemed for cash. In the event for any reason a winner does not take an element of any 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 supplied for that element of the Prize. The Promoter accepts no responsibility for any variation in the value of a Prize.
24. Where 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. Without limiting the foregoing, the Promoter may, in its absolute discretion, substitute cash for any Prize (the amount of cash being equal to the Prize value specified for that Prize in the Schedule).

Publicity

25. Each prize winner must, at the Promoter's request, participate in all promotional activity (such as publicity and photography) surrounding the winning of the prize, free of charge, and they consent to the Promoter using their name and image in promotional material in any medium throughout the world.

General

26. The Promoter's decision in relation to all aspects of this Promotion is final and no correspondence will be entered into.
27. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of infection by computer virus, network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion, or invalidate any affected entries.
28. Without limiting any other paragraph, the Promoter may at its discretion amend any aspect of this Promotion or of these terms, subject to applicable laws.
29. 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* (Cth) or similar consumer protection laws in the State and Territories of Australia ("**Non-Excludable Guarantees**").
30. The Promoter, Smith's and their associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) by any person in connection with this Promotion or accepting or using any Prize, except for any liability which cannot be excluded by law (in

which case that liability is limited to the minimum allowable by law), including the Non-Excludable Guarantees.

31. The Promoter and Smith's accept no responsibility for any tax implications that may arise from the Prize winnings. Independent financial advice should be sought. Where the operation of this Promotion results in, for GST purposes, supplies being made for non-monetary consideration, entrants agree to follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
32. The information entrants provide will be used by the Promoter for the purpose of conducting this Promotion. By entering this Promotion, entrants consent to the storage of their personal information (name, age, location and contact information) on the databases of the Promoter and its related bodies corporate and the Promoter and its related bodies corporate may use this information for future promotional and marketing purposes regarding their products and services including (where the entrant has opted in) contacting entrants via electronic messaging. The Promoter may disclose entrants' personal information to its contractors and agents, and Smith's, to assist in conducting this Promotion or communicating with entrants.
33. Unless the contrary intention appears, a reference in these Terms of Entry or the Schedule or in any advertisement relating to this Promotion to 'dollars' or '\$' is a reference to the lawful currency of Australia.
34. In participating in this competition entrants are providing information to the Promoter and not to Facebook and Instagram. Each entrant acknowledges that this competition is in no way sponsored, endorsed or administered by, or associated with Facebook [or Instagram], and to the extent permitted by law, releases Facebook and Instagram from any and all liability in relation to this competition. Any queries, comments or complaints about this competition must be directed to the Promoter and not Facebook or Instagram.