

# PEDESTRIAN.TV

## TERMS AND CONDITIONS FOR GAME OF SKILL

<b>Promoter</b>	Pedestrian Group Pty Limited ACN 112 839 568 of Level 5, 60-64 Reservoir Street, Surry Hills NSW 2010
<b>Competition</b>	Pedestrian \$500 Cash Giveaway
<b>Entrants</b>	Australian residents aged 18 years and over
<b>Exclusions</b>	Employees of Promoter and the suppliers and agencies associated with this Competition, and the immediate family of all such employees.
<b>Entry Period</b>	Starts at <b>12:00 hours on Monday 28<sup>th</sup> May 2018 and ends at 23:59 hours on Sunday 10<sup>th</sup> June 2018.</b>
<b>Entry</b>	(a) Fill in all the required data fields on the Survey Monkey Survey within the relevant Pedestrian.tv article; (c) and answer the nominated question in 25 words or less.
<b>Limit</b>	Limited entry to one per person
<b>Judging Criteria</b>	Creativity
<b>Prize Determination</b>	12:00pm on <b>Monday 11<sup>th</sup> June 2018</b> at the offices of the Promoter.
<b>Notification</b>	By email by 5:30pm, Tuesday 12 <sup>th</sup> June 2018
<b>Claim Period</b>	Within 1 week from the date of Notification
<b>Unclaimed Prize Determination</b>	<b>12:00 hours on Friday 15<sup>th</sup> March 2018</b> the offices of the Promoter. The winner will be notified by telephone and in writing via email or SMS (depending on the method of entry) within one day of the Determination.
<b>Prize</b>	\$500 cash
<b>Total Prize Value</b>	\$500 AUD maximum.

1. The promoter of the Competition is the Promoter.
2. By entering this Competition, Entrants agree to be bound by these Terms and Conditions. Information on how to enter and prizes form part of these Terms and Conditions.

### Special Conditions:

( a ) The prize money of \$500.00 AUD will be awarded by bank transfer to the winner's nominated bank account on a date to be advised by the Promoter. The prize money will be provided to the winner following their discussions with the Promoter to arrange this.

( b ) To the fullest extent permitted by law, the Entrant releases the Promoter, The Smith's Snackfood Company Pty Ltd (**Smith's**), and their partners from any liability, loss (including consequential loss), damage, claims, costs, expenses, death or personal injury suffered or incurred by the Entrant arising out of, or in connection with, the Competition or the Prize.

( c ) All times and dates are times and dates in Sydney, which may be AEST or AEDT depending on the date.

## **ELIGIBILITY**

3. Entry is open only to the Entrants, excluding the Exclusions.
4. This Competition will be conducted during the Entry Period. Entries must be received by the Promoter during the Entry Period. Entries received after the Entry Period will not count towards the Competition. The Promoter is not responsible for any late, lost or misdirected entries.

## **ENTRY**

5. To enter this Competition, Entrants must complete the Entry, subject to the Limit.
6. Entry to this Competition via the Website is free. However, any costs associated with accessing the Website are dependent on the internet service provider used.
7. Entrants must personally and manually submit an Entry using an internet browser. The Promoter reserves the right to reject an Entry if it reasonably forms the opinion that an Entry has been created and/or submitted using automated entry means or a computer entry service.
8. To be eligible to win a prize in this Competition, an Entry must not:
  - (a) infringe the intellectual property or other rights of a third party;
  - (b) be incomplete or illegible; or
  - (c) be unlawful, defamatory, abusive, insulting, threatening, obscene, inflammatory, offensive or otherwise contain content which, in the Promoter's sole discretion, is inappropriate or objectionable.
9. The Promoter reserves the right to verify the validity of an Entry and to disqualify an Entrant for tampering with the entry process or for submitting an Entry that does not, in the Promoter's sole discretion, comply with these Terms and Conditions.
10. All entries and materials submitted to the Promoter in connection with this Promotion, become the property of Smith's and each entrant warrants that s/he has the right to transfer these to Smith's. Each entry must be the entrant's original work. By entering this Promotion entrants: (a) consent to Smith's making copies of, commercialising or publishing the whole or any part of their entry and otherwise exploiting the entry and any rights in relation to the entry, to publicise this Promotion or for any other purposes; and (b) undertake to Smith's that their entry is not, and its use by Smith's will not be, in breach of any third party intellectual property rights. By submitting an entry, you agree that Smith's is free to disclose the ideas in your entry on a non-confidential basis to anyone or otherwise use the entry and the ideas therein without any additional notice or compensation to you. You acknowledge that, by acceptance of your entry, Smith's does not waive any rights to use similar or related ideas previously known to Smith's, or developed by its employees, or obtained from sources other than you.
11. The Promoter and Smith's accept no responsibility for any breach of contract or any infringement or other violation of copyright or any other intellectual property rights or proprietary rights through the acceptance of entries into this Promotion and each entrant takes full responsibility for any such claims made in relation to their entry.

## **JUDGING**

12. This Competition is a game of skill, and chance plays no part in determining the winner. All entries will be judged individually on their merits based on the Judging Criteria.
13. Judging will take place at the Prize Determination. Entries will be judged by a panel of judges appointed by the Promoter.

14. The Entrant who submits the best Entry (as determined by the judges) will win the Prize(s) (“**Winner**”). The judges’ decision is final and the Promoter will not enter into correspondence regarding the result.

## **WINNERS**

15. The Winner will be notified in accordance with the Notification.
16. The Winner must claim the Prize within the Claim Period. The Promoter will not be responsible for any delay, loss or damage to the Prize once it has left the Promoter’s or supplier’s premises.
17. If the Winner is unable to comply with these Terms and Conditions and/or does not claim the Prize within the Claim Period, the Promoter reserves the right to award the Prize to the Entrant with the next best Entry, as determined by the judges at the Unclaimed Prize Determination.

## **PRIZES**

18. The prize consists of the Prize, valued at the Total Prize Value.
19. The Winner’s use of the Prize is subject to:
  - (a) the Prize Conditions; and
  - (b) additional terms and conditions imposed by the supplier(s) of the Prize (if any), with which the Winner must comply.
20. The Prize is not transferable and not redeemable for cash or other goods or services. The Prize must be taken as a whole and as stated in these Terms and Conditions. No alternative will be provided and no compensation will be payable if the Winner is unable to use the Prize as such.
21. The value of the Prizes are the recommended retail price as provided by the supplier (inclusive of GST) and is correct as at the start of the Competition.
22. If the Prize becomes unavailable for any reason, the Promoter, in its sole discretion, reserves the right to substitute the Prize with a prize of equal or greater value and/or specification.

## **YOUR INFORMATION**

23. If an Entrant’s contact details change between the date of entry and the Unclaimed Prize Determination, the Entrant must notify the Promoter of his/her updated contact details.
24. The Promoter is bound by the *Privacy Act 1988*. Entrants’ personal information will be collected by or on behalf of the Promoter to enable it to conduct the Competition, publicise the name of the Winners and where Entrants have consented to the receipt of such information, send Entrants marketing, advertising and promotional material.
25. Entrants’ personal information may be disclosed to Smith’s, as well as to third parties who assist the Promoter in conducting this Competition, including regulatory authorities, entities which supply and deliver the Prizes to the Winners, and marketing and communications agencies.
26. The Winners’ names will be published and retained as required by relevant legislation and as specified in these Terms and Conditions.
27. Entrants can contact the Promoter by mail at Level 5, 60-64 Reservoir Street, Surry Hills NSW 2010 or by email at [admin@pedestriangroup.com.au](mailto:admin@pedestriangroup.com.au), to request access to, or corrections of, the Entrant’s personal information held by the Promoter.
28. The Winner consents to the Promoter’s use of the Winner’s name, likeness, image, picture, voice, statements, testimonials or quotations for promotional, marketing and publicity purposes in any media worldwide, without any fee being paid to the Winner.

## **RISK AND LIABILITY**

29. The Winner participates in this Competition, and uses the Prize, at his or her own risk.
30. The Promoter, Smith's, their related bodies corporate and the suppliers, agencies and other companies involved in this Competition assume no responsibility for any error, omission, interruption, defect, delay in operation or transmission, or loss or damage to data.
31. If this Competition is not capable of running as planned for any reason (including as a result of technical failures, fraud or causes beyond the Promoter's control), the Promoter may, in its sole discretion, cancel, suspend or change the Competition and re-commence it on similar terms, subject to any directions by regulatory authorities.
32. To the fullest extent permitted by law, the Promoter, Smith's, their related bodies corporate and their respective officers, directors, employees and agents exclude liability for all loss (including loss of data, unauthorised access to data and consequential loss), damage, expenses, death or personal injury suffered or incurred arising out of, or in connection with, this Competition (including in relation to the Winner's participation in this Competition and use of the Prize).
33. These Terms and Conditions are governed by the laws of the State of New South Wales.