



## TERMS AND CONDITIONS FOR GAME OF SKILL – LIVE THE LIFE INSTANT SCRATCH IT

<b>Promoter</b>	Pedestrian Group PTY LTD ABN 60 112 839 568 Level 1, 66 Wentworth Avenue, Surry Hills NSW 2010
<b>Competition</b>	Win \$1K A Week With Instant Scratch It's Ultimate Live The Life Bucket List
<b>Entrants</b>	Australian residents aged 18 years and over
<b>Exclusions</b>	Employees (and their immediate families) of the Promoter 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 1 <sup>st</sup> cousin.
<b>Entry Period</b>	Promotion commences at 11:00 hours on 04/02/2019 and final entries close at 23:59 hours on 04/03/2019 ("Promotional Period"). All times and dates are times and dates in Sydney, NSW, which may be AEST or AEDT depending on the date.
<b>Entry</b>	To be eligible to enter, individuals must undertake the following steps during the Promotional Period:  (a) Select 5 options from the pre-built bucket list on site (b) Fill in all the required data fields on the Promoter's website (c) Answer the nominated field "What Would You Add To The Ultimate List?"
<b>Limit</b>	Entrants may enter the promotion multiple times over the promotion period as long as each entrant is unique.
<b>Judging Criteria</b>	Originality and creativity of each answer
<b>Prize</b>	\$1,000 to 6 (six) individual entrants over 6 (six) weeks
<b>Notification</b>	By email within two (2) days of the Prize Determination for the relevant Entry Period
<b>Claim Period</b>	Within 1 (one) week from the date of Notification

<b>Unclaimed Prize Determination</b>	12:00 hours, Monday each following week (between wc 4 <sup>th</sup> February and wc 4 <sup>th</sup> March) of the offices of the Promoter.  The winner will be notified by in writing via email or SMS within one day of the Determination.
<b>Total Prize Value</b>	\$1,000 per prize (\$6,000 total prizes combined)

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 \$1,000 will be awarded by bank deposit to the winner's nominated bank account.
  - b) To the fullest extent permitted by law, the Entrant releases the Promoter and its 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.
- [ANY SPECIAL T&C'S FOR TATTS TO BE INSERTED HERE]

#### **ELIGIBILITY**

3. 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. All Entries become the property of the Promoter, Pedestrian Group Pty Ltd.
7. 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.
8. 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.

9. 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.
10. 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.
11. An Entrant's 25 Words or Less Answer (the "Entry Material") must be his or her original work and must not infringe the copyright, moral rights, trademark rights or any other rights of any third party. Each entrant warrants that all Entry Material is his or her own original work and is not copied in any manner from any other work or works.
12. Entrants retain all ownership in their Entry Material. However, by submitting their Entry Material, entrants hereby grant the Promoter an irrevocable, non-exclusive, worldwide, royalty- free, sublicensable and transferable license to use, reproduce, distribute, prepare derivative works of and display the Entry Material for the purposes of conducting and promoting this Promotion, awarding the prize and advertising and marketing the Promoter or the Promotion on all media now known or later devised, in perpetuity.
13. By entering the Promotion, Entrants consent to any use of their Entry Material by the Promoter which may otherwise infringe an Entrant's moral rights in the Entry Material, including (without limitation): a) exercising any of the rights in the Entry Material without identifying the Entrant; and b) using the Entry Material in any way that the Promoter sees fit, even if it results in derogatory treatment of the Entry Material (as defined in the Copyright Act 1968 (Cth)).
14. Each Entrant warrants that:
  - a) he/she has the full power and capacity to grant the rights, warranties and consents set out in these Terms and Conditions;
  - b) he/she will fully indemnify the Promoter against any loss or damage by the Promoter:
    - (i) in the event that any of the warranties given by the Entrant are false;
    - (ii) as a result of any breach of these Terms and Conditions by the entrant; and
  - c) they have consent from the owners of any property or from any person appearing in the Entry Material.

15. Except for the Entry Material, all Entries become the property of the Promoter.

## **JUDGING**

11. 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.
12. Judging will take place at the Prize Determination. Entries will be judged by a panel of judges appointed by the Promoter.
13. The Entrants who submit the best Entries (as determined by the judges and in accordance to the judging criteria) will win the Prizes ("**Winner**"). The judges' decisions are final and the Promoter will not enter into correspondence regarding the result.

## **WINNERS**

14. Each Winner will be notified in accordance with the Notification.
15. 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.
16. If a 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. Each 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 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 Prize is 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.
23. Winners are advised that tax implications may arise from them winning a Prize and they should seek independent financial advice prior to accepting a Prize.

## **YOUR INFORMATION**

23. If an Entrant's contact details changes 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 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 and face will be published and retained as required by relevant legislation and as specified in these Terms and Conditions.
27. The Winner consents to the Promoter's use of the Winner's name, likeness, image, footage, 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, its 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, its 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.