

## Facebook Wall Promotion Conditions of Entry (AU)

### Schedule to Conditions of Entry

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| <b>Promotion name</b>                          | Powerade Australia – NRL State of Origin Game 3 2019 Ticket Giveaway   |
| <b>Promoter</b>                                | Coca-Cola South Pacific Pty Ltd, ABN 50 003 029 794<br>Level 9, 40 Mount Street, North Sydney, NSW 2060<br>1800 025 123  |
| <b>Facebook Page</b>                           | Powerade Australia ( <a href="https://www.facebook.com/Powerade.au">https://www.facebook.com/Powerade.au</a> )   |
| <b>Promotion type</b>                          | Game of skill - Best & most creative post-try celebration  |
| <b>Promotion Period</b>                        | Starts 12:00pm on Friday 28 <sup>th</sup> June 2019<br>Ends 12:00pm on Thursday 4 <sup>th</sup> July 2019  |
| <b>Entry method</b>                            | To enter the Promotion, entrants must, during the Promotion Period:<br>Answer the following question that will appear on Powerade Australia's Facebook page:<br><b>Promotion Post:</b><br><i>Are you ready to exercise your celebration imagination? Comment below with your favourite post-try celebration and suggest one for Blues winger Josh Addo-Carr - the most creative answer will win tickets to State of Origin Game 3 in Sydney on Wednesday 10th July.</i><br>Entry will be in the form of a comment on the Promotion Post found on the Facebook page: Powerade Australia |
| <b>Judging criteria</b>                        | Entries will be individually judged on their creativity, literary merit and originality by a panel of judges appointed by the Promoter   |
| <b>Judging details</b>                         | Friday 5 <sup>th</sup> July 2019<br>Location: 40 Mount Street, North Sydney, NSW 2060  |
| <b>Entry eligibility</b>                       | <ol style="list-style-type: none"> <li>1. Australian residents aged 13 years and over; and</li> <li>2. Not an employee or immediate family member of the Promoter or its affiliate companies, agencies or anyone professionally connected with the Promotion; and</li> <li>3. Compliance with these Conditions of Entry and Facebook's guidelines</li> </ol>   |
| <b>Maximum number of entries</b>               | Entrants can enter more than once during the Promotion Period. Entries that do not answer the question will be deemed as invalid.  |
| <b>Prize</b>                                   | 2 x State of Origin Game 3 Tickets only. Flights, travel and accommodation NOT included.   |
| <b>Prize restrictions</b>                      | 16 x Tickets to be won, 8 Prizes in total. Each winner will receive 2 x Tickets.   |
| <b>Total prize pool</b>                        | Sydney - Diamond Ticket – each ticket valued at \$280 (\$560 per winner)<br>\$4,480 total prize pool   |
| <b>Notification and publication of winners</b> | Provisional winners will be notified by reply to their entry in the comments or via direct message on Facebook within 24 hours of being determined provisional winners by the judges. Provisional winners must contact the Promoter within 24 hours of being contacted and provide the requested information before being declared a final winner. Should the entrant fail to reply within 24 hours, a second draw will take place and the original winner will automatically forfeit their prize.   |
| <b>Prize delivery</b>                          | The prize will be sent to the winner by email address provided by the winner in a direct message to the Promoter on Facebook.  |
| <b>Other conditions</b>                        | Prizes are not refundable or for resale in order to seek commercial gain. The Promoter is not responsible for damage or loss during transit and any subsequent product faults once delivery has occurred.  |

## Conditions of Entry - Standard Terms

1. Information on how to enter and prizes form part of these Conditions of Entry. By entering this Promotion you accept of these Conditions of Entry and the Schedule.
2. All references to times and dates are to times and dates in Sydney, which may be Australian Eastern Standard Time ("AEST") or Australian Eastern Daylight Time ("AEDT") depending on the date.
3. Any capitalised terms used in these Conditions of Entry have the same meaning as the Schedule, unless stated otherwise. All references to dollars or "\$" are references to Australian dollars.
4. This Promotion is a game of skill and chance plays no part in the selection of the winner. All valid entries received will be judged based on their creativity, literary merit and originality by a panel of judges appointed by the Promoter.
5. The provisional winner will be contacted, as a reply by the Promoter on the winning comment, and asked to private message the Promoter's Facebook page with their full name, full postal address, phone number and date of birth.
6. The provisional winner must provide the details in point 5 above within the timeframe specified by the Promoter in the Schedule.
7. If the provisional winner fails to satisfy any or all of the Conditions of Entry of the Promotion and the Facebook Page House Rules, the Promoter may choose to award the Prize to another entrant or withdraw the Prize completely. Once a provisional winner's entry is verified under these Conditions of Entry, their prize shall be sent by courier to the address nominated in the private Facebook message.
8. If a Prize is unavailable, for any reason beyond the reasonable control of the Promoter, the Promoter may offer an alternative prize of equivalent value and specification.
9. It is condition of accepting a Prize that the winner must comply with all of the conditions of use for the Prize, and the Prize supplier's requirements, if any.
10. If for any reason the conduct or operation of the Promotion is interfered with or disrupted in any way by a cause outside the reasonable control of the Promoter (including by vandalism, power failures, natural disasters, acts of God, civil unrest, strikes, tampering, computer bugs or viruses or technical failures), the Promoter reserves the right to cancel, terminate, modify or suspend or recommence the Promotion.
11. You warrant and agree that your entries will:
  - (a) comply with the Facebook Page House Rules;
  - (b) 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;
  - (c) be your original and sole work and not based in whole or in part on or copied from the work of any other person or entity;
  - (d) not have been previously published or accepted for publication;
  - (e) not infringe any intellectual property rights and/or any other rights of any person or entity;
  - (f) not advertise or promote any goods or services;
  - (g) not contain any material which the entrant does not have permission to use;

- (h) not contain any viruses or any other components with harmful or contaminating effects on the Facebook page or any equipment connected to it;
- (i) acquire permission to use the entry involving any other person apart from the entrant; and
- (j) not contain or link to any:
  - (i) pornography, sexually explicit, obscene or indecent content;
  - (ii) reference to dangerous or illegal acts or contain any instructions that if followed could be injurious to the reader;
  - (iii) violence;
  - (iv) private or confidential information or reveal personal information belonging to others or other sensitive information;
  - (v) unlawful, harmful, threatening, harassing, defamatory, libelous, tortuous, misleading or any otherwise objectionable content; and/or
  - (vi) "hate speech" intended to stereotype a particular gender, sexual orientation, race or religion.

Without limiting any other terms herein, you hereby indemnify the Promoter for a breach of any warranty contained within these Conditions of Entry, including those set out above.

12. This Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. By participating in the Promotion, entrants release Facebook from any liability for any loss (including any damage, claim, injury, cost or expense) which is suffered or incurred by any person in connection with the Promotion or Prize.
13. The Promoter has the sole discretion and final decision in determining whether any entries posted by you should remain on the Wall or be disqualified and/or removed from the Wall. You, unless the Promoter advises otherwise, license and grant the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display such entries for any purpose in any media, without compensation, restriction on use, attribution or liability. Entrants agree not to assert any moral rights in relation to such use and warrant that they have the full authority to grant these rights.
14. If you tamper with, or subvert, the processes relating to participation in the Promotion, or may benefit from such tampering or subversion by any other person, the Promoter reserves the right in its sole discretion to disqualify you from the Promotion. The Promoter reserves the right to verify your details and request identification to establish your age or identity.
15. The Promoter assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communication line failures, theft or destruction or unauthorised access to, or alteration or non-receipt of an entrant's communications. The Promoter is not responsible for any problems or technical malfunctions (such as problems with telephone networks or lines, computer systems or software or internet service providers) or any failure of any internet communication or telephone communication to be received by the Promoter (whether as a result of technical problems or traffic congestion on any carrier network, on the internet or at any website). To the full extent permitted by law, the Promoter is not liable for any injury or damage to any entrant's (or any other person's) computer or resulting from or otherwise relating to participation in this Promotion (including by downloading materials relating to this Promotion).
16. Caution: any attempt to cause damage to any website or the information on any website associated with this promotion or to otherwise undermine the fair and legitimate operation of this promotion may be a violation of criminal and civil laws. The Promoter reserves the right to seek damages to the fullest extent permitted by law in the event that any such attempt is made, whether or not that attempt results in any such damage, interference or undermining.
17. Unless otherwise stipulated, rights to receive any Prize are not transferable or exchangeable and cannot be taken as cash.

18. All of the Promoter's decisions are final and no correspondence will be entered into in respect of the judging criteria or any other aspect of the Promotion. The Promoter reserves the right not to select a winner for any or all of the prizes at its absolute discretion.
19. The Promoter accepts no responsibility for any tax liability incurred as a result of an entrant winning a Prize. Entrants should obtain independent tax and financial advice.
20. No responsibility is accepted for late, lost, or misdirected entries or submission by you.
21. The Promoter is not responsible for any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with or utilised in this Promotion which may occur in the course of the administration of this Promotion.
22. Any costs associated with accessing Facebook are your responsibility and are dependent on the internet service provider you use.
23. To the full extent permitted by law, the Promoter, its related companies and Coca-Cola Amatil (Aust) Pty Ltd ABN 68 076 594 119 and agencies and all those entities' personnel (the "Relevant Parties") exclude all liability for any loss (including any damage, claim, injury, cost or expense) which is suffered or incurred by any person in connection with the Promotion or Prize, including: (i) any indirect, economic or consequential loss; (ii) any loss arising from the negligence of a Relevant Party; (iii) any liability for personal injury or death. Nothing in these Conditions is intended to exclude, restrict or modify a person's rights under the *Competition and Consumer Act 2010* (Cth) (the "Non-Excludable Rights").
24. The winners of a Prize consent to: (i) the Promoter using their name, likeness, image and/or voice (including any photograph, film and/or recording of the same) in any media worldwide for an unlimited period of time without remuneration for the purpose of promoting this Promotion, the Promoter and/or Coca-Cola beverages; and (ii) the Promoter authorising its related companies and Coca-Cola Amatil (Aust) Pty Ltd (ABN 68 076 594 119) to do anything that the winner or their companion consents to the Promoter doing under this condition.
25. All entries become the property of the Promoter. Eligible Members' personal information will be collected by or on behalf of the Promoter to enable it to administer and promote the Promotion and the winner of the Promotion. The personal information of entrants may be provided to others assisting in the conduct of the Promotion, including the Promotion administrator, suppliers and deliverers, and to authorities that regulate the Promotion. Consumers may contact the Promoter by calling the toll free number 1800 006 552 or by emailing [privacyau@coca-cola.com](mailto:privacyau@coca-cola.com) to request access to, or corrections of, any of their collected personal information that is held by the Promoter. If an entrant does not provide accurate personal information, the Promoter may determine that they are not eligible to win a Prize. Visit [www.coca-cola.com.au](http://www.coca-cola.com.au) to view the Promoter's privacy policy. Entrants acknowledge that their personal information may be supplied to organisations outside of Australia and they provide their consent for this to occur by participating in the Promotion.

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