

Momentum 'Aussie as' competition terms and conditions

TERMS AND CONDITIONS SCHEDULE	
ITEM 1: PROMOTION NAME	Momentum Energy 2018 "Aussie As" Competition
ITEM 2: PERMIT NUMBER	N/A
ITEM 3: PROMOTER	<p>The promoter is</p> <p>MOMENTUM ENERGY PTY LTD of Level 13, 628 Bourke Street, Melbourne, VIC 3000 (ABN 42 100 569 159)</p> <p>(the "Promoter").</p>
ITEM 4: WEBSITE	https://www.facebook.com/MomentumEnergy/
ITEM 5: PROMOTION REGISTRATION DATES AND TIMES	<p>Registration opens: 9:00am Thursday 11 January 2018</p> <p>Registration closes: 5:00pm Friday 26 January 2018</p>
ITEM 6: PROMOTION CONTESTING DATES AND TIMES	9:00am Thursday 11 January 2018 to 5:00pm Friday 26 January 2018
ITEM 7: ENTRANT RESTRICTIONS	Competition is only open to Australian residents aged 18 years or over. Entrants can only enter the competition once.
ITEM 8: METHOD OF ENTRY	To enter, entrants must comment on a Momentum Energy Facebook "Aussie As" competition post.
ITEM 9: JUDGING DETAILS	<p>This competition is a game of skill and the winner will be selected based on the creativity and overall Aussieness of their entry.</p> <p>Prize winners will be selected on Tuesday 30 January 2018.</p> <p>The judges' decision is final – no spitting the dummy or sooking.</p>
ITEM 10 : DRAW DETAILS	N/A
ITEM 11 : PRIZE DETAILS	<p>The prize is 2 x Village Cinemas Gold Class movie vouchers, one pair of thongs and official '<i>deadset legend</i>' status in the eyes of the Promoter.</p> <p>Depending on the thongs, total prize value is roughly \$90.</p>

	<p>This prize is not redeemable for cash, credit or exchange.</p> <p>Please allow until 28 February for delivery of your Gold Class double pass and thongs. They'll be sent to delivery address you give us. In true Aussie blame-shifting style, we take no responsibility for prizes lost or damaged in transit.</p>
ITEM 12 : PRIZE WINNER PUBLICATION DETAILS	<p>The winner will be notified in writing via Facebook on or about Tuesday 30 January 2018.</p> <p>Winners will be published on www.momentum.com.au/aussieas on Wednesday 31 January 2018.</p>
ITEM 13 : UNCLAIMED PRIZE DRAW DATE AND PUBLICATION DATE	<p>In the event that a prize winner cannot be contacted on Facebook (i.e. entrant's receipt confirmation received) by 9:00am Wednesday 31 January 2018, the original prize winner will forfeit the prize and a redraw will take place. The redraw will take place on the next business day or as soon as reasonably convenient for the Promoter to do so.</p>
ITEM 14 : OTHER CONDITIONS	<p>This competition is in no way sponsored, endorsed or administered by, or associated with Facebook. (#notaussieenough)</p>

MOMENTUM ENERGY PROMOTION TERMS AND CONDITIONS

1. INTRODUCTION

- 1.1 By submitting an entry into this Promotion, entrants warrant that they have read, understand and agree to be bound by these Terms and Conditions and the Terms and Conditions Schedule.
- 1.2 Information on how to enter, prizes and other details contained within promotional advertisements form part of these Terms and Conditions. Entry into the Promotion shall be deemed an acknowledgement and acceptance of these Terms and Conditions and the Terms and Conditions Schedule.
- 1.3 To the extent that there is any inconsistency between the Terms and Conditions Schedule and the Terms and Conditions the Terms and Conditions Schedule will prevail.
- 1.4 These Terms and Conditions can be collected by request from the Promoter as listed in ITEM 3: Promoter and can be downloaded from the website/s listed in ITEM 4: Website.

- 1.5 These Promotional Offer Terms and Conditions and Schedule are in addition to and do not in any way limit or alter the retail energy contract terms or other terms and conditions or agreements that the entrant or Winner may have with the Promoter.
- 1.6 The Promoter reserves the right to amend or vary these terms and conditions at its sole discretion, orally or in writing, for the purpose of the Promoter's commercial or operational requirements.

2. DURATION

Entry into this Promotion will occur in accordance with ITEM 5: Promotion Registration Dates and Times and ITEM 6: Promotion Contesting Dates and Times.

3. ELIGIBILITY

- 3.1 Entrants must at all times comply with ITEM 7: Entrant Restrictions. Those entrants who have not complied with ITEM 7: Entrant Restrictions may be disqualified.
- 3.2 Employees and the immediate families of the Promoter and its related bodies corporate and agencies associated with the Promoter and/or the Promotion (including and design, brand, printing and media agencies which were directly involved in the development, marketing or production of the Promotion) are ineligible to enter. Employees and the immediate families of all associated sponsors and participating companies are also ineligible to enter. Immediate family means any of the following: 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 or step-sister.
- 3.3 The Promoter may in its absolute discretion deem entries invalid subsequently to a Winner's name being announced if it is discovered that the Winner did not enter the Promotion in accordance ITEM 8: Method of Entry or otherwise, or does not otherwise comply with these terms and conditions.
- 3.4 The Promoter reserves the right in its sole discretion to disqualify any individual who it has reason to believe has breached any of these Terms and Conditions, not followed the rules as set out by the Promoter, and agreed to, 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 or other compensation from such an offender are reserved.

4. METHOD OF ENTRY

- 4.1 Entrants may enter this Promotion in accordance with ITEM 8: Method of Entry. Those entrants who have not complied with ITEM 8: Method of Entry will be disqualified.
- 4.2 Inaudible, incomplete, incomprehensible or late entries (whichever is applicable) will not be eligible and will be disqualified. The Promoter reserves the right to disqualify any entry which in the opinion of the Promoter includes any content which may be unlawful, profane, inflammatory, defamatory and/or damaging to the goodwill or reputation of the Promoter.

- 4.3 Unless it is expressly permitted within the Terms and Conditions Schedule, any person who is discovered to have used or attempted to use more than one name in entering the Promotion will be disqualified from participating in the Promotion and/or redeeming a prize.
- 4.4 All entrants acknowledge that the Promoter may rely on clause 4.1 even after the Promoter has awarded or appeared to have awarded the prize to a person or after a person is announced as the prize Winner. The Promoter reserves its rights to require return of the prize or payment of its value to the Promoter if this occurs.
- 4.5 Should an entrant's contact details change during the Promotion Period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.
- 4.6 Should an entrant be required to submit a third party's personal information, as a part of entry into or participation in this Promotion, each entrant must ensure that any other person whose details have been provided by the entrant to the Promoter for the purposes of the entrant's participation in this Promotion has given their implied or express consent for the details to be provided to the Promoter and any of its related bodies corporate and to be contacted by the Promoter or any of its related bodies corporate in relation to this Promotion.
- 4.7 Should the Promotion require the entrant to submit or pose for a photograph, as a part of entry into or participation in this Promotion (**Photograph**):
- a) entrants warrant that they are the person in the photograph or have prior approval from the person in the photograph that is submitted as part of the entry;
 - b) all entrants acknowledge that their entry may, at the discretion of the Promoter, be posted on its website;
 - c) entrants agree that and authorise the Promoter to use, edit and reproduce the Photographs;
 - d) the entrant agrees that the Promoter has the right to publish and communicate to the public the Photographs in any media including, but not limited to, online, at all times without restriction or limitation throughout the world (including all promotional purposes);
 - e) the entrant acknowledge that the Photographs may be edited by the Promoter at its sole discretion;
 - f) the entrant agrees 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 Photographs;
 - g) the entrant agrees to fully release now and forever the Promoter 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 Photographs;
 - h) the entrant unconditionally waives all of his/her rights at any time to seek or obtain injunctive relief to prevent or restrict the Promoter's use of the Photographs; and
 - i) the entrant warrants that he/she has obtained permission from any other persons featured in the Photographs for the Promoter to use the Photographs.
- 4.8 Entries via the Website, SMS or email are deemed to be received at the time of receipt into the Promoter's database not at the time of transmission by the entrant.

4.9 If this Promotion involves:

- a) 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
- b) 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.

4.10 Should the Promotion 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.

5. DRAW / JUDGING

5.1 If the prize is awarded by judging, the judging will take place in accordance with ITEM 9: Judging Details.

5.2 If the prize is awarded via a prize draw, the draw will take place in accordance with ITEM 10: Draw Details.

5.3 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.

6. PRIZE(s)

6.1 All prizes are awarded in accordance with ITEM 11: Prize Details.

6.2 All prize values are the recommended retail value as provided by the supplier, are in Australian dollars and are correct at the time of printing. The Promoter takes no responsibility for variations in the prize value.

6.3 Should the prize include tickets to an event at which alcohol will be served ("the Event") the prize Winner and each guest of a prize Winner must be aged 18 years or over. Minors are not permitted to attend the Event. All prize winners and their guests must carry valid photo identification with them at all times during the Event.

7. PRIZE CONDITIONS

7.1 All prizes are accepted entirely at the risk of the Winner. The Promoter disclaims all liability arising from or in connection with prizes, and claims arising from the use or misuse of any prize. Where relevant, the Winner agrees to deal directly with the supplier or manufacturer of such goods and/or services with respect to any product or service warranties, liabilities or matters in connection with the Prize. Nothing in these terms and conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia (Non-Excludable Guarantees).

- 7.2 No other costs will be included and all expenses (including, but not limited to, the costs of transport to and from a prize venue and meals), other than those specifically referred to in ITEM 11: Prize Details, will be at each Winner's and (if applicable) their accompanying guest's cost. Accommodation is for room charges only.
- 7.3 All prizes are subject to availability, all prizes or any unused portion of a prize is non-transferable and non-exchangeable, must be used on any dates specified in these terms and conditions, by the Promoter and/or the prize provider and are not redeemable for cash unless cash is specified. Specifically, prizes may not be valid during school holidays or other peak times designated by the prize supplier. If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or commensurate specification, subject to any written directions from a regulatory authority.
- 7.4 No part of any prize can be used in conjunction with any other promotion or offer.
- 7.5 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.
- 7.6 It will be each Winner's and (if applicable) their accompanying guest's responsibility to take out all relevant insurance (including but not limited to travel insurance) which may be required or prudent to be taken (at their own cost).
- 7.7 At the Promoter's reasonable request, entrants must participate in any promotional activity in connection with the Promotion and/or the winning of any prize, free of charge.
- 7.8 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 not be liable for the failure of the Winner and any accompanying guests to meet the celebrity/artist/public figure for whatever reason, and no cash or alternative tickets will be awarded in lieu of that element of the prize.
- 7.9 The Promoter reserves the right to exclude any persons from the Promotion 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:
- a) a contestant at any stage engages in, causes or incites physical violence (e.g. punching, slapping), inappropriate, illegal, unsociable or unsafe behaviour; and/or
 - b) the safety of any of the Promoter's staff member is compromised.
- 7.10 The Promoter will not award the prize if the Promotion is terminated for whatever reason.
- 7.11 Before the Promoter releases a prize to a Winner, at the request of the Promoter, the Winner must sign any and all forms requested by the Promoter, including without limitation forms releasing and

indemnifying the Promoter in respect of any liability that may arise in connection with the Promotion or the Winner's acceptance and use of the Prize.

8. NOTIFICATION

- 8.1 If the Promotion is conducted in a State or Territory other than Victoria, the Promoter will formally publicise the Winner(s) published in accordance with ITEM 12: Prize Winner Publication Details or if a method is not specified, by whatever means it chooses, but always in accordance with the laws of the State or Territory in which the Promotion is conducted. However (subject to the laws of the State or Territory in which the Promotion is conducted) the Promoter is under no obligation to provide further information concerning prize collection to Winners, including but not limited to individually notifying a Winner that he or she:
- a) has won a prize; and/or
 - b) required to collect his or her prize from the Promoter within the Time Frame.
- 8.2 If the Promotion is conducted in Victoria, the Promoter will notify the Winner in writing that they have won a prize and if the prize value is \$1000 or more publish the name of the Winner by one of the following methods:
- a) in a newspaper circulating generally in Victoria;
 - b) on the internet, for a minimum period of 28 days; or
 - c) if the Promotion was advertised solely through a trade journal, promotional magazine or similar publication, in that publication.
- 8.3 Unless stated otherwise, all prize Winner(s) will be notified:
- a) in person in the event of promotions or competitions being drawn or decided at a public event at which the Winner is present;
 - b) by telephone; or
 - c) Via Facebook messenger.
- 8.4 In the event that a prize Winner cannot be contacted, and all reasonable effort is made to locate the Winner, the original prize Winner will forfeit the prize and a redraw will take place at the Promoter's absolute discretion (see ITEM 13).
- 8.5 Details of prize winners will be published in accordance with ITEM 12: Prize Winner Publication Details, if applicable.

9. PRIZE COLLECTION

- 9.1 Prize winners will be required to collect their prize from the Promoter at the address listed in ITEM 3: Promoter, unless otherwise informed by the Promoter at the time of winning. The Winner can contact the Promoter by email at marketing@momentum.com.au to arrange to redeem their Prize.

- 9.2 The Promoter reserves the right to request winners to provide proof of identity, proof of residency and/or proof of entry validity (for example, a phone bill or store receipt for purchase requirement) in order to claim a prize. Proof of identity, residency and/or entry validity considered suitable for verification is at the Promoter's discretion. In the event that a Winner cannot provide suitable proof, the Winner will forfeit the prize in whole and no substitute will be offered.
- 9.3 By entering the Promotion, the Eligible Entrant hereby warrants that all information submitted by him/her is true, current and complete. If there is a dispute as to the identity of an Eligible Entrant, Momentum Energy reserves the right, in its sole discretion, to determine the identity of the Eligible Entrant.
- 9.4 Entrants proposing to redeem prizes involving or participate in the Promotion where it involves travel, stunts or challenges may, at the absolute discretion of the Promoter, first be required to execute a Deed of Release and Indemnity in a form prescribed by the Promoter in order to participate further in the Promotion and/or redeem the prize.
- 9.5 All prize winners must sign these terms and conditions in a form prescribed by the Promoter in order to receive their prize.

10. PRIZE AVAILABILITY

- 10.1 The Promoter will not be responsible or liable if for any reason beyond their reasonable control any element of any prize is not provided. The Promoter may, subject to State regulations, substitute a different prize of equivalent value in place of any prize referred to in these terms and conditions.
- 10.2 The Promoter will not be responsible for any changes in times or dates, or cancellations or rescheduling of events that may prevent the prize Winner from redeeming the prize or any part of it.
- 10.3 Where the prize involves the winners attendance at or tickets to an event, if any part of the event is cancelled, varied or rescheduled for any reason, then at the Promoter's discretion, the Winner and any accompanying guests will forfeit all rights to attend the relevant event and no cash or alternative tickets will be awarded in lieu of that element of the prize.
- 10.4 The Promoter is not obliged to provide a prize to a Winner if the Winner is or will be prevented or prohibited from using or otherwise enjoying the prize by any law.

11. TAXES

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.

12. UNCLAIMED PRIZES

Prizes unclaimed after a period of three (3) months (**Time Frame**) will be forfeited subject to State regulations.

13. PUBLICITY MATERIALS

- 13.1 It is a condition of entry that the Promoter has the right to publicise, broadcast and communicate to the public the names, characters, likenesses or voices of any entrants for any promotion or matter incidental to the Promotion.
- 13.2 All entry details and content created at any stage during the promotion becomes the property of the Promoter. The Promoter may use the name of the entrants and prize winners, copy written for entry for promotional, public and commercial purposes without compensation.
- 13.3 Entrants consent to their entry being communicated to the public on the websites and by other variety of media.
- 13.4 At the Promoter's reasonable request, entrants must participate in photo, recording, video and/or film session(s) (**Publicity Materials**). The Promoter may publicise, broadcast or otherwise disclose the name, character, likeness, statements made by or any recording of the voice of entrants in a Promotion in any media for any reason (including for advertising or promotional activities connected to a Competition and to advertise that a winner has won a prize), and entrants consent to and entrants consent to:
- a) being filmed, photographed, broadcast or otherwise recorded, in connection with the Promotion (including in taking or using any prize); and
 - b) the Promoter repeating any such film, broadcast or recording at any time, in any medium worldwide (including, without limitation, the internet) and in any reasonable manner it sees fit without any further compensation or fee.
- 13.5 Entrants must not, in any media, discuss, comment on or express a view about the Promoter or the Promotion without the prior written consent of the Promoter, in which case entrants must:
- a) comply with the Promoter's instructions; and
 - b) not express a negative, misleading or fraudulent comment about the Promoter, its operations, policies, personnel and/or any Promotion.
- 13.6 Entrants also acknowledge that the Publicity Materials may be provided to the prize provider for the purposes of promotional display.
- 13.7 The winners agree they will not (and will ensure that their companions, if applicable do not) sell or otherwise provide their stories and/or photographs to any media or other organisation.

14. COPYRIGHT

By entering this Promotion all entrants:

- a) assign to the Promoter all rights including present and future copyright in their entry and the Publicity Materials in all media (including, without limitation, the internet) and whether in existence now or created in the future, and entrants warrant that they have the right to transfer such rights to the Promoter;
- b) agree not to assert any moral rights in respect of their entry and the Publicity Materials (wherever and whenever such rights are recognised) against the Promoter, its assigns, licensees and successors in title; and

- c) undertake to the Promoter that their entry is not in breach of any third party intellectual property rights.

15. RELEASE AND INDEMNITY

To the extent permitted by law, all entrants release the Promoter from, and indemnify the Promoter against, all liability, cost, loss or expense arising out of or in connection with acceptance or use or misuse of any prize(s) or participation in the Promotion including (but not limited to) loss of income, loss of opportunity, personal injury and damage to property, whether direct or consequential, foreseeable, due to some negligent act or omission or otherwise.

16. TAMPERING AND OTHER MATTERS

16.1 If for any reason this Promotion 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 Promotion, the Promoter reserves the right (subject to State regulations) to cancel, terminate, modify or suspend the Promotion and/or any draw/s or judging related to the Promotion and/or to disqualify any individual who (whether directly or indirectly) causes the same.

16.2 The Promoter is not and will not be:

- a) obliged to consider entries that are late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected, for whatever reason;
- b) liable for problems or faults associated with any communications networks or services, including the internet and telephone networks, whether due to traffic congestion, technical malfunction or otherwise; or
- c) liable for any consequences, including costs incurred, of user error associated with entry into the Promotion.

16.3 The use of any automated entry software or any other mechanical or electronic means that permits any person to enter the Promotion repeatedly is prohibited.

17. LINE DROP OUT AND INABILITY TO CONTACT

If a contestant or Winner is not successfully contacted in a telephone call or attempted telephone call by the Promoter related to participation or entry in the Promotion (including where a third party answers the telephone on the contestant or Winner's behalf) that person may be disqualified and a replacement contestant or Winner (whichever is applicable) will be selected by the Promoter.

18. NO LIABILITY

18.1 Except for any liability that cannot be excluded by law, including the Non-Excludable Guarantees, the Promoter (including its officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or

consequential, arising in any way out of the Promotion, including, but not limited to, where arising out of the following:

- a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
- b) any theft, unauthorised access or third party interference;
- c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after its receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;
- d) any variation in prize value to that stated in these Terms and Conditions;
- e) any tax liability incurred by a Winner or Entrant;
- f) participation in or use of the prize; or
- g) prize vouchers or Prizes damaged or lost in transit, or late, lost or misdirected mail.

18.2 In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the Promotion on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the Promotion and recommence it from the start on the same or altered conditions.

19. MINORS

19.1 If the prize Winner is under the age of 18 years these terms and conditions must be signed by the prize Winner's parent or legal guardian before the prize is awarded and the prize may at the absolute discretion of the Promoter be awarded to the prize Winner's parent or legal guardian.

19.2 If the Winner of a holiday prize is under the age of 18 years, that Winner must nominate a parent or legal guardian (**Guardian**) as their accompanying traveller for the trip. The Winner and their accompanying traveller must not engage in any illegal or unsafe behaviour whilst travelling.

19.3 Where these terms and conditions require a participant to sign a Deed of Release before participating in the Promotion and/or redeeming a prize and the contestant and/or Winner is under the age of 18 years, such Deed of Release and Indemnity must be signed by the Guardian prior to their participation in the Promotion and/or the prize being awarded.

20. TERMINATION OF PROMOTION

The Promoter may (subject to State Regulations) vary the terms of, or terminate, this Promotion at any time at its absolute discretion without liability to any contestant or other person. The Promoter will not award the prize if the Promotion is terminated.

21. DECISIONS FINAL

All decisions and actions of the Promoter relating to the Promotion and/or redemption of the prizes are exercised accordingly at its absolute discretion and are final. No discussions or correspondence with entrants or any other person will be entered into.

22. FAILURE TO ENFORCE TERMS AND CONDITIONS

A failure by the Promoter to enforce any one of these terms and conditions in any instance(s) will not give rise to any claim or right of action by any other person or contestant.

23. PERSONAL INFORMATION AND PRIVACY

23.1 Entrants will be required to submit Personal Information to the Promoter.

23.2 The Promoter will comply with all relevant privacy laws in relation to the entrant's Personal Information (as defined under *Privacy Act 1988 (Cth)*). Entrants consent to the Promoter managing their Personal Information in accordance with the Promoter's privacy policy as published on the Promoter's Website.

23.3 Entrants to the Promotion consent to the storage of their personal information on the databases of the Promoter (and its related bodies corporate), and agree that the Promoter (and its related bodies corporate) may:

- a) use any Personal Information supplied in connection with the Promotion for its own marketing, planning, product development, advertising data support, promotional and research purposes;
- b) disclose entrants' Personal Information to its contractors and agents to assist in conducting the Promotion or communicating with entrants;
- c) refuse to accept an entry to the Promotion which does not contain all or any of the personal information requested by the Promoter;
- d) if the entrant has opted in to receive marketing communications, provide the entrants with information about the Promoter's products and services in the future, unless the Customer has specifically asked the Promoter not to do so any time after the date of this promotion;
- e) may provide such information to the entrant by direct mail, telemarketing, email, SMS and MMS messages or in person; and
- f) disclose Personal Information to State and Territory lottery departments, and publish winners' names as required under the relevant lottery legislation, including the Gambling Regulation Act 2003 (Vic) and associated regulations.

24. JURISDICTION AND ENTIRETY

24.1 While the contents of the Website may be accessed outside Australia it is not directed to or intended to have effect in any other place than Australia.

24.2 The Terms and Conditions are to be construed according to the laws applicable in the State or Territory in which the Promotion is held. A person who enters or participates in the Promotion irrevocably agrees and submits to the exclusive jurisdiction of the courts of that State or Territory, or otherwise the state of Victoria (where the registered office of the Promoter is located).

24.3 The Terms and Conditions represent the entire rules to the exclusion of all other statements, documents or representations other than those issued and published by the Promoter which the Promoter expressly states are to be in substitution or replacement of the Terms and Conditions.

25. DEFINITIONS

Photograph has the meaning given to the term in clause 4.7.

Promotion means the promotion or competition named in ITEM 1 – *Promotion Name* as the particulars of which are outlined in the Terms and Conditions Schedule.

Publicity Materials has the meaning given to the term in clause 13.4.

Time Frame has the meaning given to the term in clause 12.

Winners mean the Winner or winners of the Promotion.