

FOUR SEASONS CONDOMS 'VALENTINE'S DAY KISSING SELFIE CONTEST' COMPETITION TERMS & CONDITIONS

05 FEBRUARY 2015 AT 17:00

CONDITIONS OF ENTRY

1. Please read these Terms and Conditions carefully before entering our Four Seasons Condoms 'Valentine's Day Kissing Selfie Contest' Competition. By participating in the Four Seasons Condoms 'Valentine's Day Kissing Selfie Contest' Competition ("**Competition**"), you are deemed to have read and accepted these Terms and Conditions.
2. In these Terms and Conditions, "**The Promoter**" is Australian Therapeutic Supplies Pty Ltd of 25 George Street, North Strathfield NSW 2137 (ABN 36 003 809 783). All references to "you" and "your" are references to the individual entrant in the Competition.
3. All times referenced throughout these Terms and Conditions will be based on Sydney local time.

Eligibility

4. To enter the Competition you must: (a) be an Australian resident who resides in Australia and aged 18 years or over at the time of entry; (b) have an active personal Facebook account; (c) not be an employee of the Promoter or any of its related corporations or an employee of any of the Promoter's agencies associated with the Promotion; and (d) not be a spouse, de facto spouse, parent, child or sibling (whether natural or by adoption) of such an ineligible employee.

Entry Criteria

5. Entry Period: The Competition starts at 5:00pm on Friday the 6th of February 2015 and ends at 9:00am on Monday the 16th of February 2015 ("**Entry Period**").
6. To enter the Competition, you must, during Entry Period, undertake the following steps: (a) Visit the Four Seasons Condoms Facebook page, at <https://www.facebook.com/fourseasonscondoms>; (b) During the Entry Period, provide an eligible photo to the competition page during a Promotional Stage
7. You must not submit any Entry that: (a) is unlawful or fraudulent or that infringes the rights of any third party; (b) the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication; (c) has been submitted or used in any other competition or promotion or previously released to the general public; (d) includes a brand, trademark, image or representation relating to any product or service other than Four Seasons Condoms; (e) depicts any dangerous or illegal activity.

8. You acknowledge and agree that your Entry may be used in an Australia-wide marketing and promotional campaign for the Promoter's brand and product line (including on outdoor billboards, websites, street posters and other print material). The Promoter shall determine, in its sole discretion, how and to what extent the entry will be used in the marketing and promotional campaign, if used at all.
9. You will not receive remuneration for the Promoter's use of your entry in the marketing campaign. The Promoter (or its agencies) may record and reproduce on digital media, film, tape, photograph and by other means, each entry for the purpose of the marketing campaign. The Promoter (or its agencies) may use each entry (in whole or part) in any way in any media in Australia for the purposes of marketing and promoting the Promoter's brand and product line without further consent from the entrants and without any payment or compensation payable to the entrants.
10. You assign the copyright in your Entry to the Promoter who may use it for any purpose in any media, without compensation, restriction on use, attribution or liability. You agree not to assert any moral rights in relation to such use. You warrant that you have the full authority to grant these rights.
11. You warrant that you have not been involved in any conduct of an immoral, scandalous or illegal nature likely to have an adverse effect on your image or reputation or Four Seasons Condoms' brand or reputation or that is likely to bring Four Seasons Condoms or its products or services into disrepute.
12. You warrant and agree that your Entry and the use of your Entry in accordance with these Terms and Conditions will not infringe any third party copyright or moral rights of any person. You warrant and agree that you have obtained or procured all necessary third party consents and approvals for the use of your Entry (including any third party materials incorporated into your Entry) by the Promoter as contemplated under these Terms and Conditions.
13. You warrant that you will comply with all applicable laws and regulations, including (without limitation), those governing copyright, content, defamation, privacy, publicity and access to and use of computer or communication systems.
14. If you fail to comply with these Terms and Conditions, your Entry may be deemed ineligible and the Promoter may remove and un-tag any Entry from the Four Seasons Condoms' Facebook accounts immediately without notification.
15. You agree that you are fully responsible for your Entry and your participation in the Competition. To the fullest extent permitted by law, the Promoter excludes all liability for any loss and damage, action, claim or proceeding which may arise in connection with the use of your Entry or your participation in the Competition as contemplated by these Terms and Conditions.
16. You agree to indemnify and hold harmless the Promoter for all losses, damages, actions, claims and proceedings arising out of or in connection with your failure to comply with these Terms and Conditions.

Selection Criteria

17. Each Competition Post will have its own judging at 5/25 George St, North Strathfield NSW 2137, Australia within five (5) days of the Competition Closure. All valid entries will be reviewed by a judging panel comprised of three members of Australian Therapeutic Supplies ("Panel"). Entries will be judged by the Panel based on the following three qualitative skills criteria demonstrated by the Entry: the creativity, originality and quality of the Entry. Each criteria will carry an equal weighting.
18. This Competition constitutes a game of skill, and chance plays no part in determining the winners.

Prizes

19. The valid Entry judged to be the best will win two nights' accommodation in a room in a major capital city in Australia, as well as chocolates and champagne, valued up to \$1000, nominated by the Promoter in its sole discretion. Four runners-up will receive a gift card valued at \$100. All winners will also receive Four Seasons Condoms products, nominated by the Promoter in its sole discretion. Airfares are not included as part of the prize.
20. A winner and/or their companion(s) (if any) must conduct themselves in a responsible, courteous and friendly manner at all times whilst participating in the prize. Acceptance of a prize and participation in a Prize is subject to any prevailing terms and conditions of accommodation /services suppliers and any other Prize suppliers, and in particular age, health, behaviour and safety requirements. A winner and/or their companion(s) (if any) must follow all reasonable directions given by the Promoter and any event organiser or prize supplier during the course of their participation in the Prize, including all directions relation to responsible consumption of alcohol, age, health, behaviour and safety. If a winner and/or their companion(s) (if any) fail to participate in the Prize in the manner required, as stated in this condition and in the reasonable opinion of the Promoter, their entry and the balance of the Prize will be forfeited with no compensation payable.
21. The prizes must be taken prior to 30th November 2015, otherwise the Prize is forfeited. All components of the Prize must be taken together and when offered or are forfeited. Event organisers reserve the right in their absolute discretion to change or amend the event program without notice. The Promoter accepts no responsibility for the cancellation, rescheduling, change or delay of the event for any reason beyond the control of the Promoter.
22. Prizes are not transferrable or exchangeable and are not redeemable for cash.
23. All winners will be notified directly on Facebook and Instagram, and will be given ten (10) days, after being notified that they are a winner, to respond in private with their full name, contact telephone number or email address, and postal address to organise delivery of their prize.

24. The Promoter collects Personal Information about an Entrant to include the Entrant in the promotion and, where appropriate, award the prizes. If the Personal Information requested is not provided, the Entrant cannot participate in the promotion and is deemed ineligible.
25. Instagram and Facebook user names and Entries of winners will be published via the Four Seasons Condoms Instagram, Twitter and Facebook accounts. You consent to the Promoter using your name, likeness, image and Entry in the event you are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.

General

26. The total prize pool value is up to \$1400 (including GST). The prizes must be taken as offered and cannot be varied. The prizes cannot be used or redeemed in conjunction with any other offer. The Promoter accepts no responsibility for any tax implications that may arise from prize winnings. The Promoter accepts no responsibility for any variation in prize value. All prize values are the recommended retail price including GST.
27. The Promoter may award a Prize to the Entrant who submitted the next best judged entry by Tuesday 3rd March 2015 in order to award the Prize if unclaimed by that date. The unclaimed prize winner(s) (if any) will be notified in writing by Friday 6th March 2015. All reasonable steps to notify the unclaimed prize winner(s) (if any) of the results of the judging will be taken by the Promoter. Judges' decision is final and no correspondence will be entered into.
28. Incomplete, indecipherable, or illegible Entries will be deemed invalid and disqualified.
29. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
30. The Promoter's decision is final and no correspondence will be entered into.
31. If the 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 of the equal value and/or specification.
32. The Promoter reserves the right, at any time, to verify the validity of Entries (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Errors and omissions will be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
33. If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the

Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the Promotion, as appropriate.

34. The use of any automated entry software or any other mechanical or electronic means that allows an entrant or voter to automatically enter repeatedly is prohibited and will render all Entries submitted by that entrant invalid.
35. 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 2010 (Cth), 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”).
36. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter, Facebook and Instagram (including their respective officers, employees and agents) are not responsible for and exclude 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: (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, prize or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their 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 (f) the prize.
37. If the Promoter collects an Entrant’s Personal Information, the Promoter will provide to the Entrant, at time of entry into the promotion, a collection statement that details the Personal Information being collected, the purpose of its collection, where the Personal Information will be stored and how it will be shared with third parties. The collection statement will comply with the Promoter’s disclosure obligations under the Privacy Act 1988 (Cth) as amended by the Privacy Amendment (Enhancing Privacy Protection) Act 2012.
38. The entrant’s entry and continued participation in the promotion is dependent on the entrant following and acting in accordance with the Facebook Statement of Terms of Use, which can be viewed at <https://www.facebook.com/legal/terms>.
39. This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook. The information provided by entrants will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this Competition must be directed to the Promoter and not to Facebook.
40. These Terms and Conditions are governed by the laws of New South Wales, Australia. The parties submit to the exclusive jurisdiction of the courts of New South Wales, Australia.
41. In these Conditions of Entry: “Personal Information” means, for the purpose of the Privacy Act 1988 (Cth) as amended by the Privacy Amendment (Enhancing Privacy Protection) Act 2012, information or an opinion about an identified individual, or an individual who is

reasonably identifiable, whether the information or opinion is true or not and whether the information or opinion is recorded in a material form or not.