



## TERMS AND CONDITIONS FOR GAME OF SKILL

**WINNER: INSTAGRAM HANDLE @frankie\_downunder**

|                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|--------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <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 x Peps Max Vanilla Wall Instagram Competition                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <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>09:00 hours on Monday 13<sup>th</sup> August 2018 and ends at 12:00 hours on Friday 31<sup>st</sup> August 2018.</b> ("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>                         | 1. (a) must be following Pedestrian.tv on Instagram;<br>(b) upload image/video of the entrant in-front of the Pepsi Max Vanilla Wall (either in-front of the hearts or flower wall) and @pedestriantv; and<br>(c) use the hashtag #PepsiMaxVanillaWall                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Limit</b>                         | Limited winner to one person                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Judging Criteria</b>              | Originality and creativity of post, through humour and creativity rather than risk                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Prize Determination</b>           | 12:00 hours <b>on Friday 31<sup>st</sup> August 2018</b> at the offices of the Promoter.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Notification</b>                  | By Instagram <b>on Friday 31<sup>st</sup> August 2018</b> at the offices of the Promoter.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Claim Period</b>                  | Within 2 months from the date of Notification                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Unclaimed Prize Determination</b> | <b>10:00 hours on Wednesday 31<sup>st</sup> October 2018</b> at the offices of the Promoter.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Prize</b>                         | 2 (a) The first valid entry drawn will win a \$5,000 Flight Centre travel voucher, with the winner put in touch directly with a Flight Centre contact to fulfil their prize. The voucher will be subject to Flight Centre's own voucher terms and conditions, which will be communicated to the winner by Flight Centre. The voucher may come with an expiry of a reasonable period – e.g. 12 months from date.<br><br>EXCLUSIONS:<br>(b) Visas for the United States of America. The winner and the guest must organise their own visas for this trip and any visa or passport charges are their responsibility. The Promoter and Pepsi Max Vanilla cannot be held responsible for the prize-winner being unable to participate in the prize due to visa restrictions.<br><br>(c) Anything not specified in these terms and conditions as being included in the prize package <b>is</b> excluded. In particular (but without limitation), the prize does not include: expenses, spending monies, meals other than as stated and transfer costs other than those stated.<br><br>OTHER: |

|                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|--------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                          | <p>(d) A valid entry needs to adhere to local and federal Australian laws and regulations, and restrictions with the safety of entrants and the general public in mind at all times; and otherwise comply with these Terms and Conditions.</p> <p>(e) Any entries which contain content that is unlawful, fraudulent, breaches intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, indecent, profane, abusive, harassing, threatening, and/or objectionable with respect to race, religion, origin or gender will be removed by the Promoter and will be deemed invalid. The promoter does not take any responsibility for any damage and/or injuries that may occur to participant/s of this competition and/or property as a result of creating an entry for this promotion.</p> |
| <b>Total Prize Value</b> | \$5,000 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.

#### **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 Pedestrian Website and Pedestrian Instagram is free. However, any costs associated with accessing the Website are dependent on the internet service provider used.
7. Entrants must personally submit an Entry in person. 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 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 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**

14. The 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 the Winner is under 18 years of age, the Prize will be awarded to the parent or legal guardian of the Winner.
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 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 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 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, 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.