Champion x Pedestrian Group
Champion x HoMie x Smiley Collab
Competition Terms & Conditions

Schedule

Promotion	Champion x Pedestrian Group Champion x HoMie x Smiley Collab Competition
Promoter	Nine Entertainment Co. Pty Ltd ABN 59 122 205 065 of 1 Denison Street, North Sydney, NSW 2060
Promotion Sponsor	Pedestrian Group Pty Ltd
Promotional Period	**Start Date:** 27th May 2022 at 12:00pm AEST **End Date:** 10th June 2022 at 11:59pm AEST
Eligible entrants	Permanent residents of Australia aged 18 years and over who are not ineligible to enter the Promotion under clause 2 of the Terms and Conditions (**Entrants**)
Entry Method	1. Head to https://www.pedestrian.tv/news/ tell-us-what-puts-a-smile-on-your-dial-you-could-pocket-1k-to-spend-with-homie-champion 2. Complete the entry form and answer the 25 word or less question: In 25 words or less, tell us what puts a smile of your dial and why.
Maximum Entries	One entry per Entrant during the Promotional Period.
Winner Determination	Game of skill. Chance plays no part in determining the Winner. Judging will take place by the Promoter at 1 Denison Street, North Sydney, NSW 2060 on 15th June 2022 at 12:00pm AEST. The Winner will be the Entrant who has most creatively answered the promotional question. The Promoter reserves the right to select additional reserve entries that it determines to be the next best, and record them in order of merit, in case of an invalid entry or ineligible Entrant.
Number of Winners	One (1)
Winner Notification	The Winner will be notified by 17th June 2022 within one day from the judging/draw date.
Prize/s	1 x $1,000 worth of HoMie and Champion product **Prize Value:** AUD$1000.00
Total Prize Pool	AUD$1000.00
Prize Supplier/s	Champion x HoMie
Unclaimed Prize Date	30th June 2022 at 12:00 pm AEST

Special Conditions	N/A

Terms and Conditions

Entry into the Promotion

1 The Schedule above and all other entry instructions and prize information published by the Promoter form part of these Terms and Conditions. Each Entrant agrees and acknowledges that they have read these Terms and Conditions (and Schedule) and that entry into the Promotion constitutes acceptance of these Terms and Conditions (and Schedule). All capitalised terms used in these Terms and Conditions have the meaning given in the Schedule, unless stated or as the context otherwise provides.

2 Entry is not open to:

a) directors, management, employees, officers and contractors of:
   i. the Promoter,
   ii. the Promotion Sponsor,
   iii. the Prize Supplier/s,
   iv. any related bodies corporate of the Promoter, the Promotion Sponsor and the Prize Supplier/s, and
   v. the agencies and companies associated with the Promoter or the Promotion;

b) a spouse, de facto spouse, partner, guardian, parent, child or sibling (whether natural or by marriage or adoption) of any person set out in clause 2a); and

c) any person who is ineligible to enter the Promotion under the Entry Restrictions (where applicable) in the Schedule.

3 Entrants under the age of 18 must have permission from a parent or legal guardian to enter the Promotion.

4 Entries must be received by the Promoter during the Promotional Period. All entries are deemed to be received at the time of receipt by the Promoter, not the time of transmission by the Entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.

5 Entrants may submit entries up to the Maximum Entries. If multiple entries are permitted, each entry must be submitted separately and each answer to the promotional question (if applicable) must be unique.

6 Any and all entries that are made using any automated entry means, computer entry service or any other mechanical or electronic means that allows an individual to automatically enter repeatedly are invalid and will be rejected by the Promoter.

7 Entry into the Promotion via social media, promotional website or email is free. However, any costs associated with accessing the relevant social media platform, promotional website or email service are the responsibility of each Entrant and dependent on the internet service provider used.

8 1-90 entry cost per call is $0.55 including GST. Calls from mobiles may attract a higher rate. 1-90 service provider is Mercury Mobility Pty Ltd (Mercury Helpline: 1300 914 815).

9 SMS entry cost per message is $0.55 including GST. Premium SMS Service Provider is Mercury Mobility Pty Ltd (Mercury Helpline: 1300 914 815). By entering the Promotion via SMS, Entrants consent to the Promoter using their personal details for the purposes of sending one (1) mobile terminated (MT) reply message which includes a confirmation of their entry in the Promotion.

10 All entries to the Promotion may be subject to verification by the Promoter. Entrants must, within seven (7) days of being asked and at the Promoter's cost, allow the Promoter to inspect and copy any documents that the Promoter may request establishing eligibility to enter the Promotion, including but not limited to receipts, evidence of age, residence and identity. The Promoter may decide in its sole discretion which documents are considered suitable for establishing eligibility to enter or win. If a Winner cannot provide suitable proof of eligibility to the Promoter's satisfaction, they forfeit their Prize in whole and no substitute or compensation will be offered.

11 The Promoter may, at its absolute discretion, declare any or all entries made by an Entrant to be invalid if the Entrant:

a) fails to establish their entitlement to win the Promotion to the Promoter's satisfaction; or

b) fails to produce items as required by these Terms and Conditions or produces items that appear to be illegible, stolen, forged, reconstructed, altered, incomplete or tampered with in any way; or

c) appears, to the Promoter, to have tampered with, or benefited from tampering with, the entry process; or

d) has submitted an entry that is not in accordance with these Terms and Conditions; or

e) has, in the opinion of the Promoter, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion or Promoter.

Entry material

12 Entries must be submitted in accordance with the Entry Method and must not be: incomplete; incomprehensible; unlawful or capable of violating any law or giving rise to a civil action; obscene; defamatory or libellous; threatening or harassing; pornographic or contain nudity; hateful; offensive; incite or be capable of encouraging conduct that would be considered a criminal offence; and in violation of the terms and conditions of the relevant social media platform used to enter the Promotion.

13 Entrants warrant that their entry is their own original work, it is not copied in any manner from any other work, and it does not infringe the copyright, moral rights, trade mark rights or any other rights of any third party.

14 All entries immediately become and remain the property of the Promoter. The Promoter reserves the right to use, reproduce, distribute, prepare derivative works of and display the entry material (and authorise others to do the same) for the purposes of conducting and promoting the Promotion, awarding the Prize and advertising and marketing the Promoter or the Promotion and/or future promotions on all media now known or later devised, in perpetuity.

15 By entering the Promotion, Entrants consent to any use of their entry by the Promoter which may otherwise infringe an Entrant's moral rights in the entry material, including (without limitation), exercising any of the rights in the entry material without identifying the Entrant, and 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 Act1968* (Cth)).

16 Each Entrant warrants that:

a) they have the full power and capacity to grant the rights, warranties and consents set out in these Terms and Conditions;

b) they will fully indemnify the Promoter against any loss or damage suffered by the Promoter:

i. if any of the warranties given by the Entrant are false;

ii. as a result of any breach of clauses 12 and 13 of these Terms and Conditions by the Entrant; and

c) they have express consent from each person appearing in the entry material (or if a person appearing in the entry material is under the age of 18 from that person's parent or legal guardian) and the owner of any private property (including any items, objects or real property) appearing in the entry material.

Winners

17 The Number of Winners will be determined from all valid and eligible entries received during the Promotional Period in accordance with the Winner Determination. The Winner/s will receive the Prize/s.

18 The Winner/s will be notified in accordance with the Winner Notification and the Winner/s name (first initial and surname) and State/Territory of residence will be published in accordance with the Winner Publication.

19 All reasonable attempts will be made to contact the Winner/s. Subject, where relevant, to any direction given under the relevant State/Territory permit regulations, if a Prize is:

a) not claimed by the Winner by the Unclaimed Prize Date; or

b) forfeited for any reason,

that Prize will be awarded to the next best entry or the next valid entry drawn (as the case may be). The winner of the Unclaimed Prize will be notified in accordance with the Unclaimed Prize Winner Notification and the Unclaimed Prize Winner's name (first initial and surname) and State/Territory of residence will be published in accordance with the Unclaimed Prize Winner Publication.

General prize terms

20 All Prize values are correct and based on the recommended retail value at the Start Date of the Promotion.

21 If a Prize or any part of a Prize is unavailable for any reason, the Promoter will, in its absolute discretion, substitute the Prize with another item of no lesser retail value, subject, where relevant, to the approval of the authorities that have issued permits or authorities for the conduct of the Promotion.

22 Unless expressly stated as being included in the Prize/s, all other costs and expenses associated with taking the Prize/s become the responsibility of Winner/s and their guest/s, including but not limited to:

a) taxes (excluding departure and any other flight-associated taxes, where flights are included in the Prize);

b) costs associated with inoculations, passports and/or visa applications;

c) transfers;

d) travel insurance;

e) spending money;

f) meals;
g) transport to/from an airport departure or return point;
h) any extra sightseeing or activities; and
i) all other incidental and ancillary costs incurred by Winner/s and/or their guest/s as a direct or indirect result of taking the Prize.

23 Prizes cannot be refunded or exchanged and, except as expressly permitted by these Terms and Conditions, cannot be taken as a monetary payment.

24 Prizes may be transferred at the Promoter's sole discretion. If the Promoter exercises its discretion to allow a Winner to transfer their Prize, the transfer will be on the condition that the transferee accepts these Terms and Conditions and the Promoter may require such acceptance in writing at its absolute discretion.

25 All aspects of a Prize must be taken together as a package. Prizes including attendance to an event must be taken to coincide with that event. If for any reason a Winner does not (or is unable to) take their Prize or an element of their Prize at the time stipulated by the Promoter, they forfeit their Prize or that element of their Prize and no compensation or substitute will be offered.

26 The Promoter reserves the right to refuse to allow an Entrant/Winner and/or their guest/s to take part or continue to take part in any aspects of the Promotion or Prize/s, for any inappropriate behaviour (including intoxication), if the relevant person does not or is not able to comply with any requirements normally associated with the particular activity or if the Promoter determines, based on the advice of an appropriate and relevant medical professional, that the relevant person is not sufficiently healthy or fit so as to safely participate in the Promotion or Prize/s.

27 Prizes may not, without the prior written consent of the Prize Supplier/s and the Promoter, be resold or offered for resale at a premium (including via online auction sites) or used for advertising, promotion or other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services. If a Prize is sold or used in breach of this condition, the Promoter or the Prize Supplier/s may, at their absolute discretion, withdraw the Prize. Where a Prize has been withdrawn in accordance with this clause, no refund, substitute or compensation will be offered and the Winner and any person who has purchased or otherwise bears that ticket will be refused entry.

28 If the Winner/s and/or their guest/s are under the age of 18, they must be accompanied on their Prize by a parent or legal guardian.

29 Winner/s should seek independent financial advice at the Winner's sole expense regarding any tax implications relating to the Prize/s or acceptance of the Prize/s.

30 Prizes cannot be used in conjunction with any other discounts or special offers.

31 Each Prize will be awarded to the person named in the winning entry (as judged or drawn – as the case may be – in accordance with the Winner Determination). If a Winner is under the age of 18, the Promoter may, at its discretion, award their Prize to the Winner's parent or legal guardian. It is the responsibility of the Winner's parent/legal guardian to prove their parental status/legal guardianship at the time of the Winner Notification.

32 Each Prize will be awarded in the Promoter's sole discretion. The Promoter may invalidate any prize claim where the Winner has breached these Terms and Conditions or otherwise failed to comply with any requirement under these Terms and Conditions.

33 It is a condition of accepting the Prize/s that the Winner/s and their guest/s must sign a legal release or releases in a form determined by the Promoter, Prize Supplier/s and/or the Promotion Sponsor in their absolute discretion.

Holiday prize terms

34 Where a Prize includes international or domestic travel, the Winner and their guest/s must ensure that they have valid documentation for travel, including but not limited to valid passports and visas, which meet the requirements of immigration and other government authorities at every destination. Where a Prize includes travel to the United States of America (USA), the Winner and their guest/s must apply for an Electronic System for Travel Authorisation permit (ESTA) at least 72 hours prior to their departure from Australia or as otherwise required by the USA. Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities will be the sole responsibility of the Winner and their guest/s. If the Winner or their guest/s are refused entry to the USA for any reason or prior to their departure from Australia are not granted an ESTA, they forfeit the Prize and no compensation or substitute will be offered.

35 Winner/s and their guest/s are responsible for any amendment fees issued by airlines or suppliers once booking is confirmed and ticketed.

36 Airline tickets are available on the regular scheduled services of each airline and are subject to seasonal embargoes. Flight itinerary may have to be adjusted depending on the airlines' departure city and their current flight schedule.

37 Frequent Flyer points are not available for any of the flights included in the Prize/s.

38 Airline tickets included in the Prize/s cannot be used as part-payment of another airfare.

39 Winner/s and their guest/s must travel at the same time, including flights and accommodation. Winner/s and their guest/s must depart from and return to the same capital city airport in Australia, being the capital city airport that is closest to the Winner's place of residence. Winner/s and their guest/s are responsible for transport to and from their residence to the Winner's nearest capital city airport.

40 A credit card imprint or cash deposit may be required from Winner/s and/or their guest/s at check-in to a hotel, for all incidental charges.

41 The Promoter and the Prize Supplier/s make no representation as to the safety conditions or any other conditions that may exist at any destination.

Miscellaneous prize terms

42 Voucher prizes are only valid for the period as advised by the Promoter or Prize Supplier/s and can only be redeemed in accordance with the Prize Supplier's terms and conditions.

43 The Winner of a Prize including a vehicle must be able to register the vehicle in their own name. If the Winner is, through any legal incapacity or otherwise, unable to register the vehicle in their own name, then the Winner may assign the vehicle to another person (who consents to such assignment) with legal capacity for the purpose of registration. The Promoter takes no responsibility for any such arrangements between the Winner and the assignee.

44 The Promoter warrants that the purchase of alcohol will not be used as an inducement to enter the Promotion or to encourage: rapid or irresponsible consumption of alcohol; intoxication; the consumption of alcohol by minors; anti-social behaviour; or the consumption of alcohol in restricted alcohol or alcohol-free zones. Tickets or rights for alcohol prizes will not be distributed by or to any person under 18, nor can a person under 18 dispense or collect an alcohol prize. Entrants will be refused service of alcohol or provision of an alcoholic beverage prize if it would breach any relevant laws or codes including those relating to the responsible service of alcohol.

45 The Promoter supports the responsible service of alcohol and encourages consumers to enjoy alcohol responsibly. Legal aged consumers are advised to consider the safe drinking levels recommended in the National Health and Medical Research Council Australian Guidelines to Reduce Health Risks from Drinking Alcohol. A full version of these Guidelines is available at https://www.nhmrc.gov.au/health-advice/alcohol.

46 The size and style of any clothing/accessories included in the Prize will be determined at the sole discretion of the Promoter.

Publicity

47 By accepting a Prize, Winner/s and their guest/s agree that:

a) if requested by the Promoter, the Winner/s and their guest/s will:
   i. provide comments about the Promotion and/or a photo or audio-visual clip of themselves; and
   ii. participate in any promotional activity in connection with the Promotion or the Prize;
b) the Promoter may use their name, image, comments, photographs or audio-visual clips (**Materials**) for publicity and promotional purposes in any form of media, without reference or compensation to the Winner/s and their guest/s or any other person;
c) the Promoter may use, reproduce, edit and communicate to the public the Materials at any time in any form of media;
d) the Promoter may license, authorise or otherwise transfer the rights in the Materials to others to do the same; and
e) the Winner/s and their guest/s unconditionally and irrevocably consent to any act or omission that would otherwise infringe any of their moral rights in the Materials and waive all moral rights in the Materials.

Use of social media

48 The following terms apply to the extent that the Promotion is conducted on, advertised or promoted on a social media platform owned by a third party (**Platform Operator**):

a) each Entrant acknowledges and agrees that the Promotion is in no way sponsored, endorsed or administered by, or associated with, any Platform Operator.
b) each Entrant releases each Platform Operator and its associated companies from all liabilities arising in respect of the Promotion;
c) to the extent relevant to the Promotion, the Promoter agrees and each Entrant must agree to adhere to the prevailing terms and conditions of each Platform Operator;
d) Entrants understand that they are providing their information to the Promoter and not to the Platform Operator;
e) Entrants are solely responsible and liable for any content or information they transmit to other users of the Platform Operator; and
f) any questions, comments or complaints about the Promotion must be directed to the

Promoter not the Platform Operator.

Limitation of liability

49 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*, as well as any other implied warranties under the *Australian Securities and Investments Commission Act 2001* or similar State and Territory consumer protection laws (**Non-Excludable Guarantees**). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter, its associated agencies and companies and those agencies and companies associated with or involved in the Promotion (including each of their respective directors, officers, employees, servants, contractors and agents past and present) exclude all liability (including negligence), for any personal injury or death; or any loss or damage; whether direct, indirect, special or consequential (including loss of opportunity and loss of profit), arising in any way out of the Promotion or the Prize/s.

50 Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter, its associated agencies and companies and those agencies and companies associated with or involved in the Promotion (including each of their respective directors, officers, employees, servants, contractors and agents past and present) is not responsible for and excludes all liability (including negligence), for any personal injury or death; or any loss or damage; whether direct, indirect, special or consequential (including loss of opportunity and loss of profit), arising in any way out of:

a) any technical difficulties or equipment malfunction (whether under the Promoter's control);
b) any incorrect or inaccurate information, caused either by users, by any of the equipment or programming associated with or used in connection with the Promotion, or by any technical error that may occur in the course of the Promotion;
c) any delays or failures in any telecommunications services or equipment;
d) any error, omission, interruption, deletion, defect, delay in operation or transmission, theft, destruction, unauthorised access or third party interference;
e) any entry or prize claim that is late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted, altered, damaged or misdirected (whether after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;
f) any variation in Prize value to that stated in these Terms and Conditions;
g) any tax liability incurred by a Winner or Entrant;
h) if a Prize or any part of a Prize is unavailable for any reason; or
i) use of the Prize/s.

51 If a Prize is to be delivered directly to a Winner by a third party supplier, the Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the Prize, any loss or damage to the Prize, any delay or failure relating to the Prize itself or failure by the third party supplier to meet any obligations in these Terms and Conditions or otherwise.

General

52 The Promoter reserves the right to take any action necessary in its sole discretion at any time, subject, where relevant, to any direction given under State/Territory permit regulations.

53 If there is a dispute concerning the conduct of the Promotion, the decision of the Promoter is final and binding on each Entrant and no correspondence will be entered into.

54 Prize/s and participation in this Promotion may be subject to additional terms and conditions imposed by third parties. Entrants and Winners must comply with any such additional terms and conditions. The Promoter does not accept any responsibility and is not liable for any additional conditions imposed on the taking of a Prize or participation in the Promotion. The terms and conditions which apply to a Prize at the time it is issued to a Winner will prevail over these Terms and Conditions, to the extent of any inconsistency.

55 If for any reason any aspect of this Promotion is not capable of running as planned, including, without limitation, by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure, acts of God, civil unrest, strike, war, act of terrorism or any other cause beyond the control of the Promoter, the Promoter reserves the right in its sole discretion to cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a Prize, subject, where relevant, to any direction given under the relevant State/Territory permit regulations.

56 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 and the Prize Supplier/s reserve the right to seek damages in the fullest extent permitted by law if any such attempt is made, whether that attempt results in any such damage, interference or undermining.

57 These Terms and Conditions are governed by the laws of New South Wales and each of the

relevant State authorities.

58 Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

59 These Terms and Conditions and the Schedule constitute the entire terms and conditions between each Entrant and the Promoter with respect to the Promotion. The Promoter may alter, modify, or amend these Terms and Conditions and the Schedule, subject, where relevant, to the approval of the authorities that have issued permits or authorities for the conduct of the Promotion.

Privacy

60 The Promoter is bound by the Australian Privacy Principles in the *Privacy Act 1998*. The Promoter will collect Entrants' personal information in connection with this Promotion and will use and handle the personal information in accordance with these Terms and Conditions and the Promoter's Privacy Policy at https://nine.com.au/privacy. The Promoter's Privacy Policy contains information regarding:

a) how Entrants may access or correct any of their personal information collected by the Promoter; and

b) how Entrants may lodge a complaint with the Promoter for a breach of any Australian Privacy Principle (**APP**) or APP code, and how the Promoter will action such complaint.

61 If there is a Promotion Sponsor, the Promotion Sponsor may use the personal information of an Entrant for marketing purposes if the Entrant has given their consent to be contacted by the Promotion Sponsor.