



Lipton Ice Tea Jargon Junket Competition Terms & Conditions

Schedule

Promotion	Lipton Ice Tea Jargon Junket Competition
Promoter	Pedestrian Group Pty Ltd ABN 60 112 839 568 of Level 1, 65 Wentworth Avenue, Surry Hills NSW 2010
Promotion Sponsor	Pepsi Lipton International (Lipton Ice Tea)
Promotional Period	Start Date: 20 Nov 2024 at 11:00 AEDT
	End Date: 18 Dec 2024 at 17:00 AEDT
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 and are able to travel to the relevant location/country take the prize (Entrants).
Entry Method	To enter, Entrants must complete the following steps during the Promotional Period: - visit liptoniceteajargonjunket.com (Promotion Website) to transform your mobile into a jargon buzzword detector; - the Promotion Website will automatically open a window giving you an option to (i) scan your surroundings; or (ii) listen via the inbuilt audio voice-to-text recognition. To identify one of the participating jargon buzzwords. on the website, using a personal mobile device either: 1) utilise the microphone function via the inbuilt audio voice-to-text recognition function to detect spoken jargon buzzwords; or 2) utilise the camera function to scan text which shows a written jargon buzzword – jargon buzzwords are listed in the Schedule at the end of these Terms and Conditions. For each jargon buzzword successfully detected via the above functions, the entry form will automatically appear for the Entrant; then - input the requested details into the entry form; and - submit the fully completed entry form. Entrants are responsible for ensuring they do not disclose any confidential or commercially sensitive information using the scanner or voice detector.
Maximum Entries	Multiple entries permitted per Entrant, subject to the following: (a) only one (1) entry permitted per jargon buzzword successfully detected; (b) each entry must be submitted separately; (c) each entry must independently comply with these Terms and Conditions; and (d) a maximum of five hundred (500) entries are permitted per Entrant in total. Further, a limit of one (1) prize per Entrant applies, with the exception of South Australia (SA), where an entrant may be awarded multiple prizes if drawn as a winner multiple times.
Winner Determination	Game of chance. Skill plays no part in determining the Winner. The Winners will be drawn electronically by computerised random draw by the Promoter at 9-17 Raglan St, South Melbourne VIC 3205 on 19/12/2024 at 10am AEDT. The Winners will be the first five (5) valid entries drawn, with prizes allocated as in order, as per the Prize/s section below. The Promoter reserves the right to draw additional reserve entries, and record them in the order drawn,

	in the event that an invalid entry is drawn or an Entrant drawn is ineligible.
Number of Winners	Five (5)
Winner Notification	The Winners will be notified by email within two (2) business days from the draw date.
Prize/s	Prize summaries and the order in which prizes are awarded is found immediately below, with full prize details following after the summary. 1. The first valid entry drawn will win a trip for two (2) to Everest Base Camp, Nepal valued at up to AUD\$16,500.00, depending on the date and point of departure. 2. The second valid entry drawn will win a trip for two (2) to Brisbane, QLD valued at up to AUD\$12,974.50, depending on the date and point of departure. 3. The third valid entry drawn will win a trip for two (2) to Tokyo, Japan valued at up to AUD\$11,030.00, depending on the date and point of departure. 4. The fourth valid entry drawn will win a trip for two (2) to Melbourne, VIC valued at up to AUD\$6,407.50, depending on the date and point of departure. 5. The fifth valid entry drawn will win a trip for two (2) to the Daintree Rainforest, QLD valued at up to AUD\$5,335.00, depending on the date and point of departure. <u>FULL TRAVEL PRIZE DETAILS</u> FIRST PRIZE Everest Travel Dates: Open for winners to choose (subject to block out dates and availability of supplier) • Return economy airfares for 2 people from winners nearest Australian capital city to Kathmandu, Nepal • All airline and airport taxes • Return private transfers from airport to accommodation • 1 night pre, and 1 night post accommodation in Kathmandu – twin share room (or similar) with breakfast and daily taxes included • Everest Base Camp Trek - 2 nights' accommodation in hotel, 12 nights' accommodation in Teahouses. Private vehicle and plane used throughout trek. Itinerary may alter due to flight cancellations. • AUD\$4000 spending money to be deposited via electronic funds transfer (EFT) into the winner's nominated Australian bank account in the winner's name. Intended itinerary: • Day 1 (Kathmandu): Welcome meeting at 2pm. If winner arrives with time to spare, look around the storied stupas and pagodas of Swayambhunath (Monkey Temple) or take a walk around the local Durbar Square • Day 2 (Phakding - 2610m / 8563ft): Flight from Kathmandu to Lukla and see the views of the Himalayas. After breakfast in Lukla (2840 m), a short safety talk and an introduction to porters, gear up and

	commence your trek. Today is a fairly gentle introduction, following the milk-white Dudh Kosi River approximately three-hours to Phakding (2610 m) • Day 3 (Namche Bazaar - 3440m / 11286ft): 7-hour trek to Namche Bazaar, walk through Phakding, cross multiple rivers until you reach your destination and enjoy the local nightlife • Day 4 (Namche Bazaar - 3440m / 11286ft): Stay in Namche Bazaar to properly acclimatise to the altitude, take on some optional walks and explore the town. • Day 5 (Phortse Gaon - 3810m / 12500ft): 9km trek from Namche Bazaar to Phortse. Route offers insight into the life and culture of the sherpas, and that night, stay in a village that is home to a number of sherpas who have reached Everest's summit. • Day 6 (Dingboche - 4410m / 14469ft): 7-hour, 12kms trek to Dingboche where you will small fields enclosed by stone walls and if weather's right, sunsets illuminating the surrounding peaks • Day 7 (Dingboche - 4410m / 14469ft): Stay in Dingboche to properly acclimatise to the altitude, take on some optional walks and explore the town. • Day 8 (Lobuche - 4910m / 16109ft): trek through multiple towns, enjoy walking through wide-open fields to steep but solid rocky trail to the top of the moraines, until you follow the valley stream to the lodge at Lobuje • Day 9 (Gorak Shep - Everest Base Camp - 5140m / 16864ft): approximately 3 hour trek Gorak Shep, where you will stop and have a bite to eat, then another 3-hour trek to Everest Base Camp • Day 10 (Kala Pattar - Pheriche - 4240m / 13191ft): make an early start to avoid the early morning clouds and trek to Kala Pattar (5545 m) to witness the best views of Everest, then the descend to Gorak Shep, when you arrive back at the lodge you will have a quick drink and head off to the rooms to pack your kit bags while breakfast is being prepared. After breakfast you will set off to Lobuche and Thugla, where you will stop for lunch. Then you'll cross the Khumbu Khola and head down the valley below Cholatse to Pheriche, where you will stop for the night. • Day 11 (Tengboche - 3760m / 12664ft): Descend through the small settlements at Orsho and Shomare before passing through Lower Pangboche. Then reach the suspension bridge over the Imja Khola River, then ascend back to Tengboche to visit the monastery • Day 12 (Chumo - 2860m / 9383ft): Descend steeply through beautiful forest of juniper, rhododendron and fir. Cross the Dudh Kosi River and ascend to Trashinga. From here the trail contours high above the valley through Shanasa and on to Namche Bazaar, before descending steeply down to the large suspension bridge over the Dudh Kosi River. Follow the trail through Jorsale and back to Chumo, where you'll stop for the night. • Day 13 (Lukla - 2840m / 9318ft): Last day of trekking, walk back to Lukla via Benkar through blue pine and rhododendron forest, with great views of Kusum Kangaru, celebrate with a hot shower and a few drinks with your group before flying back to Kathmandu the next morning.
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	• Day 14 (Kathmandu): Weather permitting, take a short early morning flight from Lukla to Kathmandu. Return to the hotel and have free time during the afternoon for further sightseeing or shopping • Day 15: Departure day SECOND PRIZE Brisbane Travel Dates: Open for winners to choose (subject to block out dates and availability of supplier) • Return economy airfares for 2 people from winners nearest Australian capital city to Brisbane, QLD • All airline and airport taxes • Return private transfers from airport to accommodation • 2 nights, 4-star accommodation in Brisbane - twin room (or similar) with breakfast included • AUD\$500 spending money to be deposited via electronic funds transfer (EFT) into the winner's nominated Australian bank account in the winner's name • Return private transfers from accommodation to Archerfield Airport • P-51 Mustang Experience for 2 people - 40-minute adventure to experience first-hand the thrill of flying in the famous WWII fighter: ○ In depth briefing covering the flight followed by a detailed overview on safety, then a personal introduction and overview of the P-51D Mustang ○ Get strapped in, and the first objective is a high-speed attack run across Moreton Bay simulating low level strafing ○ Arrive at Jumpinpin Bar between North and South Stradbroke Islands and the classic fighter manoeuvres will commence with barrel rolls and wing-overs. We'll pull G's as we twist and turn to show you the true agility of this legendary aircraft ○ High speed run across the estuaries then It's then back to Archerfield where over the airfield you'll experience the classic fighter 'buzz and break' manoeuvre prior to approach and landing. ○ Finish off with a full de-brief, there will be an opportunity to take more photos, discuss the flight with your pilot and ask as many questions as you like THIRD PRIZE Japan Travel dates: Open for winners to choose (subject to block out dates and availability of supplier) • Return economy airfares for 2 people from winners nearest Australian capital city to Tokyo, Japan • All airline and airport taxes • Return private transfers from airport to accommodation
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	• 4 nights 4 star accommodation in Tokyo – twin share (or similar) with breakfast included • Return private transfers from accommodation to Horiyoshi III Tattoo Museum • Admission for 2 people to visit Horiyoshi III Tattoo Museum • AUD\$1,000 spending money to be deposited via electronic funds transfer (EFT) into the winner's nominated Australian bank account in the winner's name. FOURTH PRIZE Melbourne Travel dates: Open for winners to choose (subject to block out dates and availability of supplier) • Return economy airfares for 2 people from winners nearest Australian capital city to Melbourne, VIC • All airline and airport taxes • Private return transfers from airport to accommodation • 3 nights 4 star accommodation in Melbourne – twin share (or similar) with breakfast included • Chef's signature banquet at Flower Drum for 2 people – 6 courses with wine matching • Winner's choice of Asian or French inspired cooking class for 2 people – in either cooking class the winners will learn the best ingredients to pair with respective duck dishes • AUD\$500 spending money to be deposited via electronic funds transfer (EFT) into the winner's nominated Australian bank account in the winner's name. FIFTH PRIZE Daintree Travel Dates: Open for winners to choose (subject to block out dates and availability of supplier) • Return economy airfares for 2 people from winners nearest Australian capital city to Cairns, QLD • All airline and airport taxes • 4-day standard automatic car hire. Full driver's license required ages 25 - 69. Pick up and drop off at Cairns Airport • 3 nights' accommodation at Cape Trib Farm - King Cottage (room only, no breakfast) • Cape Trib Farm Tropical Fruit Tasting Tour for 2 people - guided tour through tropical fruit orchard, learn about how the fruit is grown and of regenerative farming principles and commitment to sustainable eco practices. Enjoy tasting a selection of seasonal tropical and exotic fruits and learn about their origin, uses, legends & myths. • AUD\$500 spending money to be deposited via electronic funds transfer (EFT) into the winner's nominated Australian bank account in the winner's name.
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Total Prize Pool	Up to AUD\$52,247.00
Prize Supplier/s	Lipton Ice Tea
Winner Publication	Winners will be published on liptoniceteajargonjunket.com by 23/12/24.
Unclaimed Prize Date	A draw for any unclaimed prizes may take place on 20/01/25 at the same time and place as the original draw.
Unclaimed Prize Winner Publication	The winner/s of the Unclaimed Prize will be notified by phone and email within two (2) business days from the Unclaimed Prize Date.
Unclaimed Prize Winner Publication	Unclaimed winner/s will be published on liptoniceteajargonjunket.com by 22/01/25.
Special Conditions	ALL TRAVEL PRIZES - All travel (including flights and accommodation) is subject to booking and availability at all times and may be dependent on select seat class with airlines or specific room category availability with an accommodation partner. Prize must be redeemed and travel to be taken by 31st January 2026. Block out periods include all Australian School & Public Holidays along with all other special event periods. 2025 Block out dates include but are not limited to: 1st January – 5th February, 14th April – 25th April, 9th June, 7th – 18th July, 29th September – 10th October, 22nd December – 31st December. 2026 Block out dates include but are not limited to: 1st January – 9th February 30th March – 27th April, 8th June, 4th – 19th July, 26th September – 11th October, 21st December – 31st December. - All bookings and documentation regarding the prize must be made via Free-2-Travel Holidays Pty Ltd or their agents. Redeeming the prize is conditional on acceptance of the terms and conditions of travel as detailed by Free-2-Travel Holidays Pty Ltd and the airline carriers in accordance with normal travel practices. No portion of the prize is redeemable for cash. The prize is non-refundable or transferable, unless otherwise specified. - In the event the winner is under the age of 18 years, they must be accompanied by a parent/guardian. - Winner is responsible for any amendment fees issued by airlines or suppliers once booking is confirmed and ticketed. - It is the winner's responsibility to organise transport to/from the airport departure/return point. - Prize winner and travel companions are strongly recommended to take out valid travel insurance for their period of travel. DOMESTIC TRAVEL PRIZES - All bookings must be made a minimum of 60 days in advance of requested departure dates. Winner is responsible for any additional taxes and/or resort

	fees associated with the chosen accommodation, unless otherwise stated. Any additional spending money, meals (other than those included) and any other ancillary costs, including but not limited to insurance and any applicable insurance excesses not listed in the travel prize package descriptions above are the responsibility of the travel prize winner and his/her nominated traveling companions as incurred. INTERNATIONAL TRAVEL PRIZES 8. All bookings must be made a minimum of 90 days in advance of requested departure dates. Winner and companion must be in possession of a valid passport with a minimum of 6 months validity on it prior to departure. Visas, valid passports, additional spending money, meals (other than those included) and any other ancillary costs, including but not limited to insurance and any applicable insurance excesses not listed in the travel prize package descriptions above are the responsibility of the travel prize winner and his/her nominated traveling companions as incurred.
Permit numbers	Authorised under: ACT Permit No. TP24/ 02713 SA Permit No. T24/ 2077 NSW Authority No. TP/01749

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 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 or its agencies, not the time of transmission by the Entrant. Records of the Promoter and its agencies will be used to verify this.
- 4 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.
- 5 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.
- 6 Entry into the Promotion via promotional website is free. However, any costs associated with accessing the promotional website are the responsibility of each Entrant and dependent on the internet service provider used.
- 7 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. If a Winner cannot provide suitable proof of eligibility to the Promoter's reasonable satisfaction, they forfeit their Prize in whole and no substitute or compensation will be offered.
- 8 The Promoter may, 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 reasonable 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 reasonable 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

- 9 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.
- 10 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.
- 11 All entries immediately become and remain the property of the Promoter. The Promoter reserves the right to use, reproduce, distribute 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 on all media now known or later devised, in perpetuity.

12 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 reasonably sees fit.

13 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; and
- b) 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

14 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.

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

16 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 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, surname, postcode and State/Territory of residence) will be published in accordance with the Unclaimed Prize Winner Publication.

General prize terms

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

18 If a Prize or any part of a Prize is unavailable for any reason, the Promoter will 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.

19 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) additional transfers;
- d) travel insurance;
- e) additional spending money;
- f) additional 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.

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

21 All aspects of a Prize must be taken together as a package. 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.

22 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.

23 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.

- 24 If the guest of a Winner is under the age of 18, they must be accompanied on their Prize by a parent or legal guardian.
- 25 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.
- 26 Prizes cannot be used in conjunction with any other discounts or special offers.
- 27 Each Prize will be awarded to the person named in the winning entry (as drawn in accordance with the Winner Determination).
- 28 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.
- 29 It is a condition of accepting the Prize/s that the Winner/s and their guest/s must sign a participant or winner legal release or releases in a form determined by the Promoter, Prize Supplier/s and/or the Promotion Sponsor in their reasonable discretion.

Holiday prize terms

- 30 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. 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 destination country for any reason or prior to their departure from Australia are not granted a visa for the destination country, they forfeit the Prize and no compensation or substitute will be offered.
- 31 Winner/s and their guest/s are responsible for any amendment fees issued by airlines or suppliers once booking is confirmed and ticketed.
- 32 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.
- 33 Frequent Flyer points are not available for any of the flights included in the Prize/s.
- 34 Airline tickets included in the Prize/s cannot be used as part-payment of another airfare.
- 35 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.
- 36 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.
- 37 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.
- 38 Entrants acknowledge that there are inherent risks in some aspects of the Prize and that using the Prize involves participating in potentially dangerous activities. By entering this Promotion and accepting the Prize, entrants accept that risk. As a condition of accepting the Prize, the winner(s) (and their companion) may be required to sign a release of liability form (provided by the Promoter) in favour of the Promoter and any other parties involved in the Promotion. If a winner does not sign such a release of liability form within the time requested by the Promoter, the winner will forfeit the Prize.
- 39 No Prize is transferable or exchangeable, nor can it be redeemed for cash, unless otherwise specified.

Publicity

- 40 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 reasonable promotional activity in connection with the Promotion or the Prize during the Promotional Period and for a reasonable period following the Promotional Period. The Promoter will pay for the reasonable expenses of the Winner/s

- and their guest/s participation pursuant to this clause;
- 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 during the Promotional Period and a reasonable period following the Promotional Period in any form of media;
- d) the Promoter may license, authorise or otherwise transfer the rights in the Materials to other parties which we engage for the purposes of the Promotion which may reasonably require the Materials for purposes related to the Promotion 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

- 41 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

- 42 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, 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.
- 43 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 (other than with respect to any rights you may have which result from our negligence, wilful acts or omissions or material breach of these Terms and Conditions) 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;
 - 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;

- i) if any tour or prize experience is delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter; or
- j) use of the Prize/s.

44 Notwithstanding clauses 42 and 43, you may have rights which result from our negligence, wilful acts or omissions or material breach of these Terms and Conditions

General

- 45 Prize/s and participation in this Promotion may be subject to additional terms and conditions imposed by third parties, of which the Entrants and Winner will be made aware, and the 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 by a third party on the taking of a Prize or participation in the Promotion.
- 46 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.
- 47 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 to this Promotion.
- 48 These Terms and Conditions are governed by the laws of New South Wales and each of the relevant State authorities.
- 49 Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 50 These Terms and Conditions and the Schedule constitute the entire terms and conditions between each Entrant and the Promoter with respect to the Promotion but they do not exclude the Entrant's rights that it would otherwise have under the *Consumer and Competition Act 2010 (Cth)* (*Australian Consumer Law*).
- 51 The Promoter may alter, modify, or amend these Terms and Conditions and the Schedule where required by the authorities that have issued permits or authorities for the conduct of the Promotion or to otherwise comply with any other law. The Promoter will make reasonable attempts to notify each Entrant of any changes to the Terms and Conditions and the Schedule made pursuant to this clause.

Privacy

52 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:

- a) the Promoter's Privacy Policy at <https://www.pedestrian.tv/privacy-policy/>; or
- b) if the Promotion is associated with Pedestrian.TV, the Pedestrian Group Privacy Policy at <https://www.pedestrian.tv/privacy-policy/>.

The Promoter's Privacy Policy and Pedestrian Group Privacy Policy contain information regarding:

- c) how Entrants may access or correct any of their personal information collected by the Promoter; and
- d) 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.

53 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.

SCHEDULE – ELIGIBLE JARGON WORDS LIST

- | | | |
|---|---|--------------------------------------|
| 1. Touch base | 47. Cross-pollination | 96. Pow-wow |
| 2. Synergy | 48. Pushback | 97. Huddle |
| 3. Wheelhouse | 49. KPI's | 98. WIP |
| 4. Drill down | 50. Critical path | 99. Secret sauce |
| 5. Circle back | 51. Buy-in | 100. Power through |
| 6. Leverage | 52. On the radar | 101. Key takeaways |
| 7. Deep dive | 53. Open the floor | 102. Change agent |
| 8. Low-hanging fruit | 54. Hit the ground | 103. Nice to e-meet you |
| 9. Bandwidth | running | 104. Is the juice worth the squeeze |
| 10. Pivot | 55. Plug-and-play | 105. Shoot you an email |
| 11. Paradigm shift | 56. Run the numbers | 106. Let's park that |
| 12. Value-add | 57. Push the boundaries | 107. Build the plane as we fly it |
| 13. Thought leader | 58. Fast follow | 108. Give you some of your time back |
| 14. Win-win | 59. Circle the drain | 109. Fire drill |
| 15. Game changer | 60. Takeaways | 110. EOD |
| 16. Out-of-the-box | 61. Bottom line | 111. Multiple hats |
| 17. Ecosystem | 62. Double-click | 112. Silo |
| 18. Quick-win | 63. Rally the troops | 113. Sync Up |
| 19. Take it offline / take this offline | 64. Digital native | 114. Reinvent the wheel |
| 20. Optimize | 65. Re-invent the wheel | 115. Let's align |
| 21. Moving the needle / Move the needle | 66. Run lean | 116. Big Picture |
| 22. Scalable | 67. Gain visibility | 117. Guru |
| 23. Bleeding edge | 68. Results-oriented | 118. All hands on deck |
| 24. Disruptive | 69. Give 110% | 119. Smarketing |
| 25. Pain point | 70. Cross the finish line | 120. Download |
| 26. Streamline | 71. Pulse-check | 121. Hop on a call |
| 27. Future-proof | 72. Dial-it-in | 122. Above and Beyond |
| 28. Mission-critical | 73. Let's regroup | 123. Pipeline |
| 29. Right-sizing / Rightsize | 74. FYI | 124. Back pocket |
| 30. Ping me | 75. Brain-dump | 125. Boots on the ground |
| 31. Table this | 76. Ducks-in-a-row | 126. See what sticks |
| 32. Table that | 77. Flesh-out | 127. Get the ball rolling |
| 33. Core values | 78. Hard stop | 128. Best Practice |
| 34. Push the envelope | 79. In the weeds | 129. At capacity |
| 35. Take ownership | 80. Move the goal posts | 130. Granular |
| 36. Best-in-class | 81. Per my last email / As per my email | 131. Hackathon |
| 37. Loop in / Looped in | 82. Put out a fire / Putting out fires | 132. Growth hacking |
| 38. Level the playing field | 83. Trim the fat | 133. Core competency |
| 39. Run it up the flagpole | 84. Rockstar | 134. Game plan |
| 40. Reach-out | 85. Lean in | 135. Value stream |
| 41. Boil the ocean | 86. Put a pin in it | 136. Fail Forward |
| 42. Action-plan | 87. Close of business | 137. Forward thinking |
| 43. Blue-sky thinking | 88. End of day | |
| 44. Herding cats | 89. Team player | |
| 45. Manage expectations | 90. Unpack | |
| 46. Gain traction | 91. Top down view | |
| | 92. Laser focused | |
| | 93. Moving forward | |
| | 94. Connect the dots | |
| | 95. Follow up | |