

## **Equal Next “Sweet Movies, Sweet Moves” Openair Cinema Promotion**

### **TERMS AND CONDITIONS**

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to all permanent residents of Australia and you must be 18 years or older to enter.
3. Employees (and their immediate families) of the Promoter, and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
4. Promotion commences on Tuesday 1<sup>st</sup> December 9AM AEDST and ends at 11.59PM AEDST on Monday 29th February, 2016 (“Promotional Period”).
5. To enter the competition, entrants must participate by submitting entries via Instagram.
6. The object is for an individual to create a 15 second or less video of themselves alone or with friends recreating a favourite dance sequence from a film. The hash tag #GetSweetSmart must be uploaded with the video as accompanying text to Instagram, to be valid. Instagram privacy settings must be set to ‘public’ for us to receive your video. Videos submitted must be original works. PLEASE NOTE: If you do not have the Instagram phone app on your Apple or Android phone, download it from the applicable mobile application marketplace. Only users who have a compatible Apple or Android smartphone that can run the Instagram application will be able to enter the competition.
7. All entries must be original - computer generated or manipulated images are not acceptable.
8. During the competition period valid entries hash tagged #GetSweetSmart will appear on an aggregate entry page which can be found at [www.equalchoice.com.au/equalnext](http://www.equalchoice.com.au/equalnext). At the end of the competition period the best entry will be awarded the Major Prize and 20 runner up winners will be chosen.
9. There is no limit to the number of entries that entrants can submit during the competition period, however each entry must be unique. The entrant is only eligible to win one prize during the competition period.
10. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant’s identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Errors and omissions will be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
11. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.

12. The Competition is a game of skill with the winner(s) verified by an appointed adjudicator. Chance plays no part in determining the winner. Each entry will be individually judged based on the creativity, workmanship and presentation of their video submission.
13. Judging to determine the winners on Thursday 3<sup>rd</sup> March 2016 at 10:00am (AEST) at Rockstar Management Pty Ltd, Level 6, 69 Reservoir Street, Surry Hills NSW 2010.
14. The Promoter's decision is final and no correspondence will be entered into.
15. The Promoter will notify the winners via their Instagram account immediately after the judging period. Prize winners must claim their prize via response to social media correspondence within 72 hours of the Promoter's notification. Any correspondence after this time and date will not be acceptable and the prize will be forfeited. If the original winner has not responded in the 72 hours of notification, another winner will be selected and notified within 48 hours of the expired responding period and given 72 hours from the end of the 48 hours for the new winner to respond. If the prize is still not claimed, this process will continue until a winner has finally claimed the prize.
16. The major prize is a 13-inch Macbook Pro with Retina Display, which features 2.9GHz Processor, 512 GB Storage, 2.9GHz dual-core Intel Core i5, Turbo Boost up to 3.3GHz, 8GB 1866MHz LPDDR3 memory, 512GB PCIe-based flash storage, Intel Iris Graphics 6100, Built-in battery (10 hours) and Force Touch trackpad, valued at AUD\$2799.00 RRP.
17. 20 runner up prizes will be awarded, each containing Equal Next product and valued at AUD\$20.00 RRP.
18. The total prize pool is valued at AUD\$3199.00
19. If a prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification.
20. Prizes not transferable or exchangeable and cannot be taken as cash.
21. When an entrant submits any materials via the promotion including their entry ("Content"), the entrant, unless the Promoter advises otherwise, licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display such Content for any purpose in any media, without compensation, restriction on use, attribution or liability. Entrants agree not to assert any moral rights in relation to such use and warrant that they have the full authority to grant these rights.
22. Entrants agree that they are fully responsible for the Content they submit. The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove any Content without notice for any reason whatsoever. Entrants warrant and agree that: (a) they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication; (b) they will obtain prior consent from any person or property that appears in their Content; (c) they will obtain full prior consent from any person who has jointly created or has any rights in the Content, to the uses and terms herein; (d) their Content shall not contain viruses or cause injury or harm to any person or entity; and (e) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.

Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.

23. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law
  - (a) to disqualify any entrant; or
  - (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
24. Any cost associated with accessing the entrant's own social media is the entrant's responsibility and is dependent on the Internet service provider used.
25. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.
26. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any tax liability incurred by a winner or entrant; or (e) taking and/or use of a prize.
27. As a condition of accepting the prize, the winner must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
28. The Promoter collects personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can viewed at [www.equalchoice.com.au/privacy](http://www.equalchoice.com.au/privacy). In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, during the competition period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter will not disclose entrant's PI to any entity outside of Australia.

29. Entry and continued participation in the promotion is dependent on entrants following and acting in accordance with the Instagram Terms of Use, which can be viewed at <https://help.instagram.com/478745558852511>.
30. This promotion is in no way sponsored, endorsed or administered by, or associated with Instagram. Entrants understand that they are providing their information to the Promoter and not Instagram. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Instagram. Instagram will not be liable for any loss or damage or personal injury which is suffered or sustained by an entrant, as a result of participating in the promotion (including taking/use of a prize), except for any liability which cannot be excluded by law.
31. The Promoter is The Promoter is Merisant Australia of Level 1/115 Alexander St, Crows Nest, NSW 2061. (Promoter).