

## **“MILKLAB Sol Cups” PROMOTION**

### **TERMS AND CONDITIONS**

1. Information on how to enter and the prize form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.

#### **WHO CAN ENTER?**

2. Subject to clause 3, entry is only open to Australian residents aged 18 years or over.
3. Employees and immediate families of Freedom Foods Group Operations Pty Limited (the “Promoter”) and their related entities and associated agencies are not eligible 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 first cousin.

#### **HOW TO ENTER**

4. Promotion commences on **Thursday, 21 December 2017 at 09.00 AEST** and final entries close on **Thursday, 11 January, 2018 at 11:59pm AEST** (“Promotional Period”).
5. To be eligible to enter, individuals must:
  - (a) take a photograph of themselves enjoying MILKLAB in their favourite way (“Photograph”). The most creative five pictures will win a MILKLAB Sol Cup; and
  - (b) upload their Photograph to their own Instagram account and tag @milklabco; and
  - (c) include the hashtag #milklabsolcup within the caption of the Photograph.
6. To enter individuals must enter the promotion via Instagram during the Promotional Period.
7. Entrant’s Instagram account must be public and must not be set to private to be eligible. Uploaded files must be submitted in accordance with Instagram’s requirements.
8. The Promoter may upload selected Photographs, once vetted to a gallery on the MILKLAB website, for the purposes of public viewing only in order to promote the promotion. For clarity, not all Photographs will be uploaded to the gallery and the appearance of a Photograph in the gallery has no bearing on the results of the promotion.
9. 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 reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may 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. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

10. Incomplete or indecipherable entries will be deemed invalid.
11. Multiple entries are permitted, subject to the following: (a) each entry must be substantially unique; and (b) each entry must be submitted separately and in accordance with entry requirements.
12. 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.
13. Entrants agree that they are fully responsible for any materials they submit via the promotion including but not limited to comments, recordings and images ("Content"). The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove or decline to publish 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) their Content shall not contain viruses or cause injury or harm to any person or entity;
  - (c) they will obtain prior consent from any person or from the owner(s) of any property that appears in their Content;
  - (d) they will obtain full prior consent from any person who has jointly created or has any rights in the Content to the uses contemplated by these Terms and Conditions, and the Content does not infringe the rights of any third party;
  - (e) they consent to any use of the Content which may otherwise infringe the Content creator's/creators' moral rights pursuant to the *Copyright Act 1968* (Cth) and warrant that they have the full authority to grant these rights; and
  - (f) 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.

14. As a condition of entering this promotion, each entrant licenses and grants the Promoter, Freedom Foods Group Ltd and their affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (which shall include Content) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.
15. 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 <http://instagram.com/legal/terms/>.
16. 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 to 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 the prize), except for any liability which cannot be excluded by law.
17. Any cost associated with accessing the promotional website is the Entrant's responsibility and is dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.

## **PRIZE**

18. The best valid five entries as determined by the judges, will win a **MILKLAB Sol Cup** Prize includes;
  - **1x MILKLAB 8oz white branded Sol Cup**
19. The total maximum prize value for prize package is up to AUD\$27.99 (incl. GST). Prize value is correct at the date of printing. The Promoter accepts no responsibility for change in prize value between now and the ultimate date on which the prize is taken.

## **PRIZE CONDITIONS**

20. Prize must be collected/will be delivered **by 31 January 2018**.
21. If for any reason the winner does not take delivery of the prize (or an element of the prize) at the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.

22. If the prize (or part of the prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification.
23. The prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash.
24. The winner must be 18 years of age at time of entry and their companions must be 18 years of age or older, and must provide valid identification to the Promoter.
25. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter. The winner agrees they will not sell or otherwise provide their story and/or photographs to any media or other organisation.

## **HOW TO WIN**

27. This is a game of skill and chance plays no part in determining the winner. Each entry will be individually judged based on originality, creative merit, visual appeal and inclusion of MILKLAB product. There will be five winners selected in total from the eligible pool of Entrants. The judges may select additional reserve entries which they determine to be the next best, and record them in order, in case of an invalid entry or ineligible entrant.
28. The judging will take place at ***Freedom Foods Group Ltd of 80 Box Road on 12 January 2018.***
29. The winner will be notified via Instagram direct message on ***12 January 2018.***
30. The Promoter's decision is final and no correspondence will be entered into.
31. The Promoter may in its absolute discretion deem entries invalid subsequently to a winner being notified or a winner's name being announced if it is discovered that the winner did not enter the promotion in accordance with these Terms and Conditions.

## **NO LIABILITY**

32. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the promotion on the dates and in the manner described in these Terms and Conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion

cancel the promotion and recommence it from the start on the same conditions.

33. The Promoter and its associated agencies and companies, will not be liable for any misadventure, accident, injury, loss (including but not limited to consequential loss) or claim that may occur:
- a) during the entry process or winner determination process;
  - b) in the acceptance, participation or use of any element(s) of the prize;
  - c) as a consequence of late, lost or misdirected mail;
  - d) due to the broadcast of any program relating to the promotion or the publication of any material, including any statements made by any compere, staff member, journalist, other entrants or any other person;
  - e) arising from or related to any problem or technical malfunction of any telephone network or lines or mobile communications network related to or resulting from participation in this promotion.
34. The Promoter and its associated agencies and companies assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of entries, and reserves the right to take any action that may be available.
35. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the *Competition and Consumer Act*, as well as any other implied warranties under the *ASIC Act* or similar consumer protection laws in the States 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.
36. 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 variation in prize value to that stated in these Terms and Conditions; or (e) any tax liability incurred by a winner or entrant.

## **PROMOTER'S DETAILS**

37. The Promoter is Freedom Foods Group Operations Pty Limited of 80 Box Road, Taren Point NSW 2229.
38. Entry details remain the property of the Promoter and its related entities for the purpose of conducting and promoting this Promotion, including for the purpose of identifying and notifying winners and understanding our audiences. The Promoter will otherwise handle your personal information in accordance with its Privacy Policy which is available at <http://ffgl.com.au/wp-content/uploads/2017/04/Privacy-Policy.pdf> (and which contains information regarding how you can access your personal information, correct it and/ or make a complaint about our handling of your personal information). By providing your personal information below, you agree to the terms of our Privacy Policy. Without limiting the foregoing, the Promoter may disclose the Entrant's personal information to their related entities, business partners and external service providers for research and profiling purposes as well as other purposes reasonably related to the Entrant's relationship with the Promoter. In addition, by entering this Promotion, you consent to the Promoter using your personal information for the purpose of the Promoter's and its related entities sending you information regarding programs, products and services available through them and/ or through their business partners, and to the Promoter sharing your personal information with Freedom Foods Group Ltd for the purpose of Freedom Foods Group Ltd sending you such information directly. Freedom Foods Group Ltd will handle your personal information in accordance with its Privacy Policy at <http://ffgl.com.au/wp-content/uploads/2017/04/Privacy-Policy.pdf>. We will always provide you with the ability to opt out of those communications.