

## Trade Promotion: Game of Skill Schedule to Conditions of Entry

<b>Promotion Name</b>	BIC Soleil Australia Color Run 'Competition'
<b>Promotion Type</b>	Consumer Promotion
<b>Promoter</b>	BIC Australia Pty Ltd.(ABN 88 004 304 830) Level 4, 574 St Kilda Road, Melbourne, Victoria 3004 Australia
<b>Relevant State(s)</b>	Victoria, Australia
<b>Entry Restrictions</b>	Entry is open to all Australian and New Zealand residents aged 13 years or older. Entrants under 18 years of age must have the consent of a parent/guardian to enter. Further, the parent/guardian of the participant must read and consent to the Conditions of Entry. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor participating in this game. All warranties and agreements provided in the Conditions of Entry by an Entrant are also deemed to be provided by the parent or legal guardian of such an Entrant if the Entrant is a minor.
<b>Promotion Period</b>	The Promotion Period starts at 12pm AEDT <b>Thursday 10 November 2016</b> . The Promotion closes at 9am AEDT (11am NZDT) <b>Monday 14 November 2016</b> . No entries will be accepted after this time.
<b>Verification Requirements</b>	Entrants must be able to prove that content is original, authentic and the rightful property of the entrant. It is a condition of entry that the prize winner agrees for their name to be published on the BIC Australia/New Zealand Facebook and/or Instagram page. ( <a href="https://www.facebook.com/BicSoleilANZ">https://www.facebook.com/BicSoleilANZ</a> ) ( <a href="https://www.instagram.com/BicSoleilANZ">https://www.instagram.com/BicSoleilANZ</a> )
<b>Entry Procedure</b>	To enter, entrants must, during the Promotion Period: <ol style="list-style-type: none"> <li>1. Visit the BIC Australia and New Zealand Facebook page <a href="https://www.facebook.com/BicAustraliaNewZealand">https://www.facebook.com/BicAustraliaNewZealand</a> or Visit the BIC Australia and New Zealand Instagram page <a href="https://www.instagram.com/BicSoleilANZ">https://www.instagram.com/BicSoleilANZ</a></li> <li>2. Find the competition postdated on Wednesday 2 November 2016.</li> </ol> <p>To enter simply tell us what your favourite colour is, and tag the friend you want to share this experience with! #LiveLifeWithMoreColour</p>
<b>Maximum Number of Entries</b>	Entrants can enter as often as they wish provided each entry is substantially unique and submitted separately in accordance with these Conditions of Entry.
<b>Judging Criteria</b>	A judging panel will determine all prize winners. The winning entries will be chosen based on: following criteria: (1) originality, (2) creativity, and (3) fit with Sponsor's corporate image.

<b>Judging Details</b>	<p><b>The prize winners will be judged:</b></p> <p>Date: 12 noon AEDT <b>Monday 14 November</b></p> <p>Location: Level 4, 574 St Kilda Road, Melbourne, Victoria, 3004 Australia</p> <p>Judges: A panel of judges selected by the Promoter.</p> <p>The judges will judge each entry based on the Judging Criteria. The entry which best meets the Judging Criteria will be declared the winner.</p> <p>The judges' decisions shall be considered final, binding, not appealable, subject to challenge or review and no correspondence will be entered into.</p>
<b>Winners</b>	There will be 5 individual winners.
<b>Prize Details</b>	<b>Prize:</b> 1 of 5 double passes to The Color Run Melbourne Sunday 27 <sup>th</sup> November 2016. The prize <u>does not include</u> travel to and from the event.
<b>Prize Restrictions (if any)</b>	If a winner of a prize is under the age of 18 years, the Promoter may, at its discretion, award the prize to the winner's parent or guardian.
<b>Total Prize Pool</b>	Valued at \$135 AUD per prize Total prize pool \$625
<b>Notification of Winners</b>	<p>Winners will be notified in writing to the Facebook or Instagram account used to enter within 1 days of the judging date.</p> <p>The winner agrees for their name to be published on the BIC Australia New Zealand Facebook page. (<a href="http://www.facebook.com/BICSoleilANZ">www.facebook.com/BICSoleilANZ</a>)</p> <p>If the winner doesn't claim their prize within 2 business days the prize will be forfeited. The Promoter reserves the right to select reserve entries and record them in order of merit in the case of an invalid or ineligible entrant.</p>
<b>Prize Claim Date</b>	Once the winner claim their prize as set out above, winners will be sent their tickets prior to the event, if for any reason the prize does not get to the recipient in due time for the event, winner shall be able to claim their tickets from the event.

### **Trade Promotion: Game of Skill Conditions of Entry**

1. These Conditions of Entry incorporate and must be read together with the Schedule for this Promotion. The Schedule prevails to the extent of any inconsistency with these Conditions of Entry. Participation in the Promotion constitutes acceptance of these Conditions of Entry.
2. Any capitalized terms used in these Conditions of Entry have the meaning given in the Schedule, except where stated otherwise.

#### **Eligibility**

3. If this is a consumer promotion, entry to the Promotion is open to residents of the Relevant State/s who meet the Entry Restrictions (if any). Entrants under 18 years of age must have the consent of a parent or guardian to enter.
4. If this is a retailer promotion, entry to the Promotion is open to individuals who own a Selected Business in the Relevant State(s) and who meet the Entry Restrictions (if any). If ownership

of a Selected Business changes during the Promotion Period, only the new owner will be eligible to enter the Promotion. Where a Selected Business is owned by a company or other legal entity, entry is open to a nominated representative of that entity (e.g., a nominated shareholder or partner) who meets the entry criteria specified in this paragraph.

5. If this is an internal promotion, entry to the Promotion is open to BIC employees who meet the Entry Restrictions (if any).
6. Unless this is an internal promotion, directors, management, employees, officers and contractors (and their immediate families) of the Promoter or of the agencies or organisations associated with this Promotion are ineligible to enter. "Immediate families" means spouse, parent, natural or adopted child, and sibling (whether natural or adopted by a parent), whether or not they live in the same household as the director, manager, employee, officer or contractor.

### **Entry**

7. The Promotion will be conducted during the Promotion Period.
8. To enter the Promotion, entrants must complete the Entry Procedure during the Promotion Period.
9. Entries may only be submitted in accordance with the Entry Procedure and will not be accepted by the Promoter in any other form. Once submitted, entries may not be altered or deleted.
10. Entrants may enter the Promotion up to the Maximum Number of Entries. Multiple entries (where permitted) must be submitted separately and must each separately meet any product purchase requirement specified in the Entry Procedure (if applicable).
11. Entries must be received by the Promoter during the Promotion Period. Online, SMS and other electronic entries are deemed to have been received at the time of receipt into the promotion database and not at the time of transmission by the entrant.

### **Entry Content**

12. Entrants are required to take full responsibility for the content of their entry and for ensuring that their entry complies with these Conditions of Entry. For the purposes of these content requirements, "entry content" includes any content (including text, photos, videos and email messages) that entrants submit, upload, transmit, publish, communicate or use in connection with their entry into the Promotion.
13. Incomplete and ineligible entries will be deemed invalid. Entries will also be deemed invalid if they breach these Conditions of Entry as determined by the Promoter in its sole discretion or any other content guidelines notified by the Promoter during the entry process for the Promotion.
14. Entries must be the entrant's original work. The Promoter reserves the right to verify, or to require the entrant to verify, that the entry is the entrant's original work. If an entry cannot be verified to the Promoter's satisfaction, the entry will be deemed invalid.
15. An entrant's entry must not include:
  - a. any image or voice of any other person without that person's express consent. Entrants warrant that if any such content is included, they have obtained the express consent of the relevant person;
  - b. any content that contravenes any law, infringes the rights of any person or is obscene, offensive, potentially defamatory, discriminatory, indecent or otherwise objectionable or inappropriate (which includes, without limitation, any content involving nudity, malice, excessive violence or swearing); and
  - c. any literary, dramatic, musical or artistic work, any audio-visual or sound recording, or any other item in which intellectual property rights such as trademark, or copyright subsists, unless the entrant is entitled to do so. If an entrant has any doubts about whether they have the right to include any content (for example, recorded music) they must not include it. By including any such content in their entry, the entrant warrants that they have the permission of the relevant copyright owner to do so and that this

permission allows the Promoter to use the entry in accordance with these Conditions of Entry.

16. The Promoter may, in its absolute discretion, edit, modify, delete, remove or take-down any part of an entrant's entry.
17. As a condition of entering in this promotion, the entrants as authors exclusively assign to the organizer all proprietary rights with respect to their content, photo or entry ("**Work**"), including the rights of representation, reproduction, scanning and adaptation of it for whatever purposes (commercial and or non-commercial purposes), without compensation, royalty, attribution or liability. This assignment transfer is granted for worldwide operation, for the maximum legal term of the copyright protection and its assigns. The Promoter may freely reproduce and adapt and modify the Work or extracts of it by any existing or incoming process of material fixing on any support, in any format and may freely distribute, represent or have the work be represented to the public by any means, for any direct or indirect means. This assignment of his rights is granted by the entrant to the Promoter free of charge. Each entrant warrants to the Promoter full enjoyment of the assigned rights against any trouble, claim or any eviction and undertakes not granting of any transfer of rights to third parties on its Work.

### **Challenge**

18. If the Promotion involves a challenge, the challenge will be conducted as specified in the Entry Procedure. Entrants (and other challenge participants, if applicable) must comply with any reasonable directions or guidelines notified to them in connection with the challenge. If an entrant or challenge participant is under 18 years of age, they must have written permission from a parent or legal guardian before being able to participate in the challenge.
19. Unless otherwise specified, entrants and challenge participants are responsible for making their own way to and from the challenge, at their own cost.

### **Facebook promotions**

20. If the Promotion is conducted via the Facebook Platform:
  - a. Entrants acknowledge that the Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook.
  - b. Entrants acknowledge that any information they provide in connection with the Promotion is provided to the Promoter and not to Facebook.
  - c. Any questions, comments or complaints regarding the Promotion will be directed to the Promoter, not to Facebook.
  - d. Entrants release Facebook and its associated companies from all liability arising in respect of the Promotion.
  - e. Entrants release the Promoter from all liability arising respect to any non-compliance of Facebook's terms of use.

### **Judging**

21. The Promotion is a game of skill; chance plays no part in determining the winners. Each valid entry will be individually judged (by representatives of the Promoter) based on, amongst other things, the Judging Criteria. The judges' decisions are final and no correspondence will be entered into.
22. Judging will be conducted in accordance with the Judging Details. The best valid entry or entries (as applicable) will be awarded a prize in accordance with the Prize Details.
23. If a winning entry is deemed not to comply with these Conditions of Entry, the non-complying entry will be discarded and a new winner of the prize will be determined by selecting the next best ranking entry (as determined by the Promoter in its sole discretion).
24. Winners will be notified as specified in the Schedule. The Promoter and the companies and agencies associated with this Promotion may also publish the name and State/Territory of winners on their website(s) and in trade publications. By entering this Promotion, each entrant requests that his or her full address not be published.

## **Prizes**

25. The prize(s) are specified in the Prize Details. The prize(s) are subject to any restrictions specified in the Schedule. The total prize pool is specified in the Schedule.
26. If a prize includes vouchers, the vouchers are only valid until the voucher expiry date specified on the voucher or by the provider, and are subject to any terms and conditions imposed by the provider. Once awarded, the Promoter is not be liable for any voucher that has been lost, stolen, forged, damaged or tampered with in any way.
27. If a prize includes tickets, the tickets are only valid for the date or period specified on the tickets or by the provider, and are subject to any terms and conditions imposed by the provider. Once awarded, the Promoter is not be liable for any ticket that has been lost, stolen, forged, damaged or tampered with in any way.
28. If a prize includes travel, the prize must be booked and completed as specified by the Promoter or by the supplier of the prize. If the prize is event based, any travel provided as part of the prize must be taken on the dates specified by the Promoter to coincide with the event. The prize is subject to booking and availability, and is subject to any terms and conditions imposed by the relevant providers. All costs associated with a travel prize which are not expressly stated in the Schedule to be included, including additional spending money, passport and visa costs, transfer costs, meals, taxes, insurance, luggage costs and all other ancillary costs, are the responsibility of the winner. The winner and any travelling companion(s) must depart and return at the same time using the same air carrier. The winner and any travelling companion(s) are responsible for ensuring they have all necessary travel insurance (if not included in the prize) and documents to travel to the relevant place(s) (including passports and visas, if required). Any alterations or extensions to confirmed prize details must be approved in advance by the Promoter (at its sole discretion) and will be at the expense of the winner. The Promoter is not responsible for the cancellation, delay or rescheduling of any part of a travel prize and any costs incurred by the winner or any travelling companion(s) as a result (including accommodation costs) will be the responsibility of the winner. The winner is responsible for ensuring that they and their travelling companion(s) are fit to travel and have received appropriate immunisations and/or health checks prior to taking the prize.
29. If one of the people taking or participating in prize is under 18 years of age, a parent or legal guardian of that person, or adult responsible for that person, must be present for the duration of the prize, as one of the participants. The Promoter reserves the right to appoint a chaperone to accompany the participants taking the prize. The participants agree to the chaperone being present with them for the duration of the prize and agree to comply with any reasonable directions or guidelines notified to them by the Promoter or their chaperone.

## **Claiming prizes**

30. Prizes must be claimed by the Prize Claim Date in accordance with any claim instructions set out in the Schedule.
31. If a prize is not accepted or claimed by the Prize Claim Date, the relevant winner's entry will be deemed invalid and the Promoter reserves the right to distribute the unclaimed prizes to the next best ranking entry or entries (as applicable), as determined by the Promoter in its sole discretion. -

## General

32. The Promoter accepts no responsibility for any problems or technical malfunction of any communication network or for any late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. The Promoter has no control over telephone communications, networks or lines and accepts no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise. The Promoter is not liable for any consequences of user error including (without limitation) any costs incurred.
33. The Promoter may, at its sole discretion, declare any or all entries made by an entrant invalid, and prohibit further participation by an entrant in this Promotion, if the entrant:
  - a. fails to verify their personal details and/or eligibility to enter the Promotion to the Promoter's satisfaction;
  - b. tampers with or benefits from any tampering with the entry process or the operation of the Promotion;
  - c. submits an entry which in the Promoter's opinion is not in accordance with these Conditions of Entry;
  - d. acts in a disruptive manner or with the intent to annoy, abuse, threaten or harass any other person; or
  - e. engages in conduct in entering the Promotion which in the Promoter's opinion is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter. This includes where entrants share receipts or product labels to enter the Promotion or where entrants use multiple names or addresses to register multiple entries.
34. Entrants must comply with the Verification Requirements. The Promoter may require entrants to provide these to the Promoter or its agent as part of the entry verification or prize claim process. Failure to provide these to the Promoter's satisfaction will result in the relevant entry being declared invalid (and, at the Promoter's discretion, in all of the entrant's entries being declared invalid).
35. All entries will be the property of the Promoter and will not be returned.
36. Prizes are not transferable or exchangeable and, except for cash prizes, cannot be redeemed for cash or any other form of compensation. The value of each prize is accurate as at the time of preparation of this material. The Promoter accepts no responsibility for any variation in the value of a prize after that date. If a prize is unavailable for any reason, the Promoter may substitute it for another item of equal or higher value, subject to the approval of the relevant authorities in the Relevant State(s), if required. If a winner does not take an element of a prize at the time stipulated by the Promoter, then that element of the prize will be forfeited by the winner and neither cash nor any other form of compensation will be supplied in lieu of that element of the Prize. The Promoter accepts no other liability or responsibility for any loss incurred by a winner or any other party if any prize (or any part of a prize) is unavailable for any reason.
37. Nothing in these Conditions of Entry limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Game and Consumer Act, as well as any other implied warranties or similar consumer protection laws of Australia and New Zealand ("**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 contest. 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 Conditions of Entry; (e) any tax liability incurred by a winner or participant; or (f) participation in a Game/Challenge or taking/use of a prize.

38. If requested by the Promoter, entrants and winners (and their companion(s), if applicable) must participate in all promotional activity (such as publicity and photography) surrounding this Promotion or their winning of a prize, free of charge, and they consent to the Promoter and its associated companies and agencies using their name and image in promotional material.
39. If for any reason any aspect of this Promotion does not or is not capable of running as planned, including by reason of infection by computer virus, network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any cause beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion, or invalidate any affected entries, subject to the approval of the relevant authorities in the Relevant State(s), if required.
40. The Promoter's decisions in connection with the Promotion are final and no correspondence will be entered into.
41. Entrants acknowledge that there may be inherent risks in some aspects of the Promotion or the prize and that participation in the Promotion or the prize may involve participating in dangerous activities. By entering this Promotion and/or accepting the prize, entrants accept that risk for themselves and for their companion(s) (if applicable).
42. The Promoter, its associated agencies and companies and the agencies and companies associated with this Promotion (including Facebook, if the Promotion is conducted via a Facebook Platform) will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this Promotion or accepting or using a prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
43. The Promoter and its associated agencies and companies will not be liable for any damage to or delay in transit of prizes.
44. The Promoter may at its absolute discretion prohibit an entrant's participation in this Promotion, cancel or suspend a prize or other cease to provide any prize to a winner if the entrant or winner (or any companion) is (in the Promoter's opinion) under the influence of alcohol or drugs, behaves aggressively or disruptively, or behaves in a manner which may diminish the good name and reputation of the Promoter or its products and brands, or is contrary to law or is otherwise inappropriate.
45. The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought. Where the operation of this Promotion results in, for GST purposes, supplies being made for non-monetary consideration, entrants agree to follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
46. The information entrants provide will be used by the Promoter for the purpose of conducting this Promotion. The Promoter may disclose entrants' personal information to companies and agencies connected with this Promotion and to relevant authorities in the Relevant States, and the winner's name and State/Territory of residence may be published in accordance with these Conditions of Entry and as required under relevant legislation. The Promoter's privacy policy is available on the Promoter's website <http://au.bicworld.com/privacy-policy.html> which contains information on how you may request access to, update or correct personal information.

