

TERMS AND CONDITIONS FOR ZADRO – WORLD MARKETING & SALES FORUM TICKET COMPETITION OCTOBER 2016

1. Information on how to enter and prize form part of these Terms and Conditions. Participation in the ZADRO – World Marketing & Sales Forum ticket COMPETITION (“Promotion”) is deemed acceptance of these Terms and Conditions. Any entry not complying with these Terms and Conditions is invalid.
2. The promoter is Zadro ABN 50 600 528 002 of 1/91 Reservoir St, Surry Hills NSW, 2010 (“Promoter”).

ELIGIBILITY

3. Entry is restricted to Australian residents aged 18 years and over who are the owner of a Facebook account. Employees and the immediate family members of the Promoter, its associated agencies and companies, are not eligible to enter.

PROMOTION PERIOD

4. The Promotion commences at 6:00am Australian Eastern Standard Time (“AEST”) on Tuesday 25th October 2016 and entries close at 11:59pm AEST on Friday 28th October 2016 (“Promotion Period”).

HOW TO ENTER

5. The competition will run for four (4) days with one prize awarded to one winner (“Prize Winner”) at the conclusion of the Promotion Period.
6. There is no limit to how many times users can enter the competition.
7. To enter the Promotion, during the Promotion Period an eligible entrant must take all of the following steps:
 - a) You must submit an answer to the question (25 words or less) in an email to advice@zadroagency.com.au in the promotion period
8. Following entry into the Promotion, entrants will have the option of sharing the Promotion with their friends/relatives and networks by sharing their own or other entrants’ Social Media Posts via their personal social networks.

JUDGING OF THE WINNER

9. The winner will be chosen by the Promoter at 1/91 Reservoir St, Surry Hills NSW, 2010 by the following times:
 - a. The Prize Winner will be selected at 5pm (AEST) on Friday 4th November 2016
 - b. The Prize Winner will be announced 5pm (AEST) on Friday 4th November 2016
10. The Promoter reserves the right to choose additional reserve winners in case of invalid entries or ineligible entrants.
11. The Promoter will judge the eligible entries based on their creativity.

PRIZES AND WINNER NOTIFICATION

12. The Prize Winners will win the following prize:
 - a. **One Individual ticket to the World Marketing & Sales Forum** including Event attendance, networking area access, coffee/tea refreshments and supporting event material
13. The total prize is valued at approximately \$1,590 (value) is based on recommended retail prices and correct at time of printing. The Promoter is not responsible for any changes in value.
14. The Prize Winner will be notified via an email and an announcement on the Promoter's Zadro Agency Facebook Page ("Announcements"), on Friday 4th November 2016.
15. If a Prize Winner does not respond to the email that entry will be deemed invalid and the prize will be awarded to a reserve winner, if any, or to the next most creative answer as judged by the Promoter ("Secondary Prize Winner"). In this instance, any Secondary Prize Winners will be notified in the same way as the Prize Winners were notified.

GENERAL

16. Incomplete or indecipherable entries will be deemed invalid.
17. If any prize (or part of any prize) is unavailable due to reasons beyond the control of the Promoter, the Promoter at 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, subject to any written directions from a regulatory authority.
18. It is a condition of awarding a prize that:
 - a. the prize winner comply with all the conditions of use of the prize and prize supplier requirements;
 - b. if requested to do so by the Promoter, the prize winner will sign and return any affirmation of eligibility to enter, ownership of entry, confidentiality agreement and/or release and waiver forms provided to the prize winner by the Promoter. The failure to return the signed statements/forms will result in the entitlement to the prize being forfeited;

- c. the prize winner hereby irrevocably grants the Promoter, its affiliates and agencies, a non-exclusive, transferable, royalty free, perpetual, worldwide, irrevocable and sub-licensable right to use, reproduce, modify, adapt, publish, broadcast and display the Social Media Post (in whole or part) for any purpose whatsoever, including commercial purposes, in any media (including, without limitation, the internet) or by any means, without compensation, restriction on use, attribution or liability, and the prize winner hereby agrees not to assert any moral rights in relation to such use of the Social Media Post by the Promoter, its affiliates, agencies and sub-licensees; and
 - d. the prize winner hereby warrants that they own all rights in the Social Media Post, that the Social Media Post does not infringe the intellectual property rights or other rights of any person, and they have the full authority to grant the licence set out in this section.

- 19. The Promoter reserves the right to refuse to allow any prize winner to take part in any or all aspects of this Promotion and the prize acceptance, collection and participation, if the Promoter determines, in its absolute discretion, that a winner is not in the mental or physical condition necessary to be able to safely participate in this Promotion or prize acceptance, collection or participation.

- 20. Entrants warrant and agree that their entry including the Email Post (collectively referred to as the "Competition Content"), will at all times be:
 - a. the original independent creation of the entrant;
 - b. exclusively and solely owned by the entrant (including the copyright therein); and
 - c. free of any claims, including copyright or trademark claims by other parties.

- 21. Entrants warrant and agree that their Competition Content (in whole or in part):
 - a. have not been published previously;
 - b. do not and will not infringe any third party rights (including intellectual property rights or rights of privacy, publicity or confidentiality);
 - c. are not unlawful, fraudulent, defamatory, obscene, profane, derogatory, pornographic, sexually inappropriate, politically incorrect, violent, abusive, insulting, scandalous, inflammatory, harassing, threatening, racist, ageist, sexist, objectionable with respect to religion, origin or gender, not suitable for children, or otherwise unsuitable for publication or objectionable;
 - d. will not contain viruses or cause injury or harm to any person or entity.

- 22. Entrants warrant and agree that they:
 - a. 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;
 - b. have the full authority to grant to the Promoter the rights referred to in these terms and conditions; and
 - c. they are fully responsible for their Competition Content.

- 23. All Competition Content (and the intellectual property rights therein, including copyright) become and remain the property of the Promoter and are hereby assigned to the Promoter absolutely as sole and exclusive owner. The owner of any copyright in the Competition Content consents to any

use of the Competition Content which may otherwise infringe the owner's moral rights pursuant to the Copyright Act 1968 (Cth).

24. Without limiting section 28, entrants acknowledge and agree that their Competition Content (including their name) may be published by the Promoter on the Zadro Agency Facebook Page, Twitter account, Instagram account and the Promoter's website, without compensation, for the purposes of this Promotion and for publicity purposes. In addition, entrants acknowledge that their Competition Content (including their social media account name) will be made publicly available and may be shared by other entrants via those entrants' social media accounts, and entrants acknowledge that they have no expectation of privacy in respect of their Competition Content (including their social media account name).
25. In consideration for the Promoter accepting the entrant's entry, the entrant releases and forever discharges the Promoter from all claims that the entrant may have or may have had but for this release arising from or in connection with:
 - a. any entrant's participation in this Promotion (including the Competition Content itself);
 - b. the Promoter's use or attempted use of the Competition Content; and
 - c. the prize winner's acceptance and/or participation in the prize.
26. The entrant indemnifies and holds harmless the Promoter to the extent permitted by law in respect of any and all claims by any person (including but not limited to other entrants in this Promotion), arising as a result of or in connection with:
 - a. the entrant's participation in this Promotion;
 - b. the entrant's non-compliance with these Terms and Conditions (including a breach of any warranties contained in these terms and conditions); and/or
 - c. the entrant's acceptance or participation in the prize.
27. In this section "all claims" means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising.
28. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age, place of residence, and that a Social Media Post belongs to a particular entrant and has been posted from that entrant's social media user account) 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. Identification considered suitable for verification of validity of entries is at the discretion of the Promoter.
29. All entrants acknowledge that the Promoter can rely on these Terms and Conditions even if the Promoter only learns of a person's ineligibility to enter after the Promoter has awarded the prize to the ineligible person. Return of the prize or payment of its equivalent value to the Promoter can be required by the Promoter if this occurs.
30. If this Promotion is interfered with in anyway 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, unauthorized intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted bylaw: (a) to disqualify any entrant; or

(b) subject to any written directions from a regulatory authority to modify, suspend, terminate or cancel the Promotion, as appropriate.

31. 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 another mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
32. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the *Competition and Consumer Act 2010* (Cth), as well as any other implied warranties under the *Australian Securities and Investments Commission Act 2001* (Cth) 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 their respective officers, employees and agents) exclude 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.
33. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including their respective officers, employees and agents) are not responsible for and exclude 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, unauthorized access or third party interference; (c) any entry or correspondence that is late, lost, altered, damaged or misdirected (whether received by the Promoter or not) due to any reason beyond the reasonable control of the Promoter; (d) any variation in the prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by an entrant or winner; or (f) use of a prize.
34. At the conclusion of the Promotion, any existing claims for prizes and entitlements to claims will be met notwithstanding if the advertised prize pool has been exceeded.
35. The Promoter may, in its sole discretion, determine whether an entry will be posted, or remain posted on the Zadro Agency Facebook Page, Twitter account, Instagram account and/or the Promoter's website in its absolute discretion, including if notified that the entry breaches any provision of these Terms and Conditions.
36. Entry and continued participation in the Promotion is dependent on entrants following and acting in accordance with (as applicable):
 - a. Facebook Statement of Rights and Responsibilities, which can be viewed at www.facebook.com/terms.php and any other requirements advised by Facebook from time to time
37. 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 and prize suppliers. Entry is conditional on providing this PI. If an entrant

consents or if otherwise permitted by law, the Promoter may also contact him/her with marketing materials that may be of interest. As stated above, entrants acknowledge that their Competition Content (including their social media account name) will be made publicly available and may be shared by other entrants via those entrants' social media accounts, and entrants acknowledge that they have no expectation of privacy in respect of their Competition Content and social media account name.

38. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
39. The Promoter's decision in relation to any aspect of this Promotion is final and no correspondence will be entered into.
40. Entrants unconditionally and irrevocably release and discharge all social media platforms used in the Promotion from any and all liability in relation to this Promotion. Entrants acknowledge that this Promotion is in no way sponsored, endorsed or administered by, or associated with any social media platform used in the Promotion. Entrants acknowledge that any information provided by entrants is provided to the Promoter and not any social media platform used in the Promotion.
41. These terms and conditions constitute the entire agreement of the parties relating to the entry and the conduct of this Promotion. The laws of Australia apply to this Promotion to the exclusion of any other law and entrants submit to the exclusive jurisdiction of the courts of Australia