# Aussie Colouring In Promotion Life Education & Participating Stores

## Terms and Conditions ("Conditions of Entry")

Schedule						
Promotion:	Aussie's Healthy Harold Colouring In Promotion					
Promoter:	AHL Investments Pty Ltd ABN 27 105 265 861 Australian Credit Licence 246786.					
	Level 28, 225 George Street Sydney NSW 2000					
Promotional	Start date: 05/07/2021 at 9:00am AEDT					
Period:	End date: 23/08/2021 at 05:00pm AEDT					
Eligible	Entry is only open to Australian residents who are between 4 and 12 years old. Entrants must have					
Entrants:	parent or legal guardian approval to enter.					
How to	To enter the Promotion, an entrant must complete the following steps during the Promotional					
Enter:	Period:					
	1. Visit an Eligible Aussie Broker (defined in Annexure A below) and collect an Aussie Colouring In Competition sheet ("Colouring-in Sheet");					
	2. Colour in the Colouring-in Sheet and include all requested details as prompted on the sheet, including;					
	<ul><li>I) their personal details (first name, last name, date of birth);</li><li>II) name of their school;</li></ul>					
	III) personal details of one of their parent's/legal guardian's (first name, last name, email, phone number); and					
	3. submit the fully completed Colouring In Sheet to the same Eligible Aussie Broker.					
Entries	Only one (1) eligible entry per person will be accepted via each Eligible Aussie Broker. By completing					
Permitted:	the entry method, the entrant will receive one (1) entry.					

Prize D	Description	Number of this prize	Value (per prize)	Winning Method	Conditions
The prize is an AUD \$100 value arts & craft pack. The awarded pack provided by the Eligible Aussie Broker.		1 winner determined by each Eligible Aussie Broker	AUD \$100	Judging	No part of this prize is exchangeable, redeemable for cash or any other prize of transferrable.
Judging:	The winners will be decided by 01/09/2021 at 12:00pm AEDT				
Winner	The winners will be contacted within fourteen (14) days of the judging. Winners will be contacted				
<b>Notification:</b>	by the Eligible Aussie Broker to whom they submitted their winning Colouring-In Sheet.				
Unclaimed	In the event of an unclaimed prize, the Promoter may at its discretion assign the prize to the entry				
Prize:	judged the next best entry, conduct a further judging to award the prize, or withdraw the prize unawarded. The Promoter is to under no obligation to award any unclaimed prize.				

- 1. The entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
- 2. The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
- 3. Valid and eligible entries will be accepted during the Promotional Period.

4. Employees (and the immediate family members) of agencies/companies directly associated with the conduct of the Promotion, the Promoter, its distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter. "Immediate family member" 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.

### 5. Judging:

- a) Each Eligible Aussie Broker will determine one (1) winner from only the entries they collected. The best valid entry, as determined by an Eligible Aussie Broker will be deemed a winner. Each entry will be judged on the basis of the individual creative merit of the completed Colouring Sheet submitted. The winners will receive the prize specified in the Schedule above.
- b) 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.
- c) The winners will be determined by skill. Chance plays no part in determining the winners. The judges' decision is final and binding and no correspondence will be entered into.
- 6. All reasonable attempts will be made to contact each winner.
- 7. If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize by the time specified by the Promoter, they forfeit the prize and the Promoter is not obliged to substitute the prize.
- 8. If a prize (or portion of a prize) is unavailable the Promoter reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and/or specification, subject to any written directions of a regulatory authority.
- 9. No entry fee is charged by the Promoter to enter the Promotion.
- 10. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.
- 11. Entrants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. The Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and its privacy policy which is located at https://www.aussie.com.au/privacy.html. The Promoter's privacy policy contains information about how the entrant may access, update and seek correction of the personal information the Promoter holds about them and how the entrant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. The Promoter collects personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion and to the State and Territory lottery departments as required under the relevant lottery legislation. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. Personal information collected from entrants will not be disclosed to any entity located outside of Australia.
- 12. For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and State/Territory or postcode of residence.
- 13. The Promoter reserves the right to refuse to allow a winner to take part in any or all aspects of the prize, if the Promoter determines in their absolute discretion, that a winner is not in the physical or mental condition necessary to be able to safely participate in or accept the prize. It is a condition of accepting the prize that an authorised representative of the winning school winner (as approved by the Promoter), may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving the prize.

- 14. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.
- 15. All material submitted on entry (e.g. completed Colouring-In Sheets, photo(s), image(s), drawing(s), comment(s), sound/video recording(s) and answer(s) to a promotional question) must NOT: (a) be in breach of any laws, regulations and rights, e.g. any laws regarding intellectual property (copyright, trademarks, etc), defamation and privacy; (b) be defamatory, obscene, derogatory, pornographic, sexually inappropriate, contain nudity, aggressive, violent, abusive, harassing, threatening, objectionable or discriminate/vilify any section of the community with respect to race, ethnicity, nationality, religion, origin, sexual preference, mental illness, disability or gender or unsuitable for publication; or (c) contain viruses. Entrants warrant that they own or have the right to license the copyright in any entry submitted by them into this Promotion, for the purposes of this Promotion, that no rights have been granted to any third party in respect of any such entry which would prevent the entry being used as contemplated by this Promotion, and that the use by the Promoter of any such entry will not breach any laws or infringe the rights of any person (including without limitation with respect to privacy, intellectual property and defamation). Entrants must obtain prior consent from any person or from the owner(s) of any property that appears in their entry. By entering, all entrants license and grant the Promoter, its affiliates and sub-licensees an exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (including any portion of their entry) 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. Entrants further agree, upon request by the Promoter, to assign all of their rights, title and interest (including copyright) in and to their entry to the Promoter and to sign any legal documentation to confirm such assignment. Entrants agree that their entry is their original work and does not infringe the rights of third parties, or that they have obtained full prior consent from any person who has jointly created or has any rights in the aforementioned material. Entrants consent to any use of their entry that may otherwise infringe their moral rights. Entrants are responsible for all entries they submit on entry. The Promoter will not be liable for any entries, to the extent permitted by law. The Promoter reserves the right to remove, request removal or decline to publish any entry or portion of an entry for any reason whatsoever, including if in breach of these Terms and Conditions. The Promoter will have no liability to entrants if it exercises this right and entrants must comply with any request made by the Promoter pursuant to this paragraph. The entrant warrants and represents that any material sent or provided by the entrant to the Promoter will not infringe any copyright, trademarks or other intellectual property rights of any third party (including moral rights) and that the entrant has all rights to use the materials and has obtained all necessary consents to comply with any relevant privacy and/or confidentiality requirements. Entrants agree to indemnify the Promoter for any breach of the Terms and Conditions including this clause.
- 16. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).
- 17. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify suspend the Promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.
- 18. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide

suitable proof, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.

- 19. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that there is a dispute concerning the conduct of the Promotion, the decision of the Promoter is final and binding on each entrant and no correspondence will be entered into.
- 20. The Promoter and its associated agencies and companies 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 or wilful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
- 21. The entrant, winning school and any authorised representative/s of the winning school, will participate in and cooperate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.
- 22. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.
- 23. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.

### Annexure A – Eligible Aussie Brokers

	Store name (if		
Name	applicable)		
Stephen Engstrom	Aussie Caloundra		
Natasha Weyer	Aussie Chrisites Beach		
Sandy Farmer	Aussie Bundaberg		
Lenore Jackson	Tweed Heads		
Luke Abraham	Capalaba		
Andrew Harvey	Newtown QLD		
Andrew Bartzis	Bulimba		
Shane Bright	Aussie Wynnum		
David Truman	Burpengary		
Lindsay Farrell	Coomera		
Mark Edbrooke	Paddington Qld		
Danny Blair	Aussie Ipswich		
	Aussie Mount		
Danny Blair	Ommaney		
Kay Direen	Mackay		
Stephen Dunn	Upper Mount Gravatt		
Ann-Maree			
Cockburn	Glen Waverley		
Tara	Prospect		
Ben Franklin	Rockingham WA		

Carlene Marsh	Aussie Point Cook		
Ignatius Theodos	Aussie Mount Lawley		
Deepa Mathew	Firle		
Natasha Weyer	Aussie Christies Beach		
Luke	Ringwood		
Chris Kupper	Gisborne		
Ben Clarke	Gawler		
Bailey Houghton	Aussie Firle		
Ruth Van Eekelen	Bellarine		
David Hartas	Mobile Broker SA		

#### Abridged TCs

Conditions apply. For full terms and conditions please visit aussie.com.au/promotions. The entrant may also request full T&Cs from Aussie Broker who provided them the Colouring Sheet. Open to Australian residents aged 4 - 12yrs old. Promotion starts at 9:00 am AEDT on 05/07/21 and ends at 5:00 pm AEDT on 23/08/21. Each Eligible Aussie Broker to determine 1 winner from entries received by them only. Prize \$100 value arts & craft pack. Best Colouring Sheet, as judged by an Eligible Aussie Broker will win a prize. Max 1 entry per child via each Eligible Aussie Broker. Winners determined by 12.00pm AEST 01/09/21. Promoter is AHL Investments Pty Ltd ABN 27 105 265 861 Australian Credit Licence 246786, Level 28, 225 George Street Sydney NSW 2000. © 2021 AHL Investments Pty Ltd ABN 27 105 265 861 Australian Credit Licence 246786.