

## CLEAR DOG TRICKS COMPETITION

### Terms & Conditions

1. This competition ("Competition") is conducted by CLEAR Dog Treats PTY LTD, ABN 36 638 546 013, of 1/44 Delvan Street, Mansfield, QLD 4122 ("Promoter"). This Competition is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram or Woobox.
2. Entry to the Competition constitutes acceptance of these terms and conditions ("Terms and Conditions"). All entry instructions and prize information published by the Promoter form part of these Terms and Conditions.
3. The Competition is only open to individuals who: (i) are residents of Australia, Hong Kong or Singapore, who are aged 16 years or older at the time of entry and (ii), are not directors, management or employees of the Promoter or its related companies or agencies associated with the Competition, or their immediate family members, ("Entrant").
4. The Competition commences at 9.00am AEST on 10/04/2020 and closes at 11.59 pm AEST on 22/05/2020 ("the Entry Period"). Except as otherwise stated, all times are Brisbane time.

### ENTRY

5. To enter the Competition an Entrant must, during the Entry Period: (i) use a compatible device that allows the uploading of photo or video content, or have an account to use Instagram or Facebook ("Competition Platform"); (ii) must complete all steps stipulated on the competition landing page or competition related social media posts.
6. Cost of entry via the internet is free, but internet connection and usage rates may apply. Entrants should obtain details of such costs from their service provider.
7. The Promoter will accept all those entries that successfully follow the instructions. If Entrants live outside Australia, Hong Kong or Singapore, are not within the ages explicitly specified, and/or their individual submission does not adhere to the Terms and Conditions listed, their entry into the Competition will not be approved/allowed.
8. The Promoter reserves the right to disqualify Entrants at its sole discretion for reasons that may or may not be disclosed to the disqualified Entrant.
9. Entry is not limited to one entry per person; however, each entry must be different to previous entries. Any duplicate entries will be discarded as a valid entry into the Competition.
10. Entries must be received during the Entry Period. The Promoter takes no responsibility for late, lost, incomplete, incorrectly submitted, illegible or misdirected entries or for any

delays or failures in telecommunications service or equipment. Errors and omissions may be accepted at the Promoter's discretion.

11. Entrants must submit their entries manually. The Promoter may reject entries if it reasonably forms the opinion that they have been entered using automated entry means or by use of a competition entry service.

12. Eligible Entrants must create their own entry and only submit an entry in their own name. Entries that are found to have been derived from third party work will be considered invalid and, if awarded a prize, the prize must be returned to the Promoter. Each Eligible Entrant indemnifies the Promoter and its associated companies and agents for any claims, costs, expenses, penalties or damages they incur from reproducing, publishing or otherwise using any works subsequently found to have been derived in any way from any third party works.

I. Each entry should be new, and original content, produced after the start date of the competition. Any entries found not to be complying with this, will be rejected and not considered to win.

13. Each Eligible Entrant warrants and agrees that:

I. they have created the entry themselves;

II. they will not submit material that is unlawful, obscene, defamatory, derogatory, abusive, harmful to any person or entity, or otherwise inappropriate or offensive; and

III. they have not granted rights to their entry to any other person which is inconsistent with the rights granted to the Promoter under these conditions.

14. Each Eligible Entrant acknowledges and agrees that the Promoter (and each of its assignees and licensees) has the right, in its absolute discretion, to edit, amend, copy, reproduce, use, publish, broadcast and communicate to the public, the entry in any media including television and the internet, without any further consultation, reference, payment or other compensation. Each Eligible Entrant also agrees that they will not make any claim against the Promoter (or its assignees and licensees) arising from the exercise of these rights, including claims in relation to any moral rights that they may otherwise have.

## PRIZES

15. The Prizes will be given as follows:

I. The overall winner of the competition will receive a \$150 CLEAR Dog Treats voucher every three months for one year, to the value of \$600

II. First runner up will receive a \$150 CLEAR Dog Treats voucher once.

III. Third, fourth and fifth place winners will receive a \$75 CLEAR Dog Treats voucher once.

IV. Shipping is at the cost of the Winner and will not be included in the Prize or covered by the Promotor

16. Prizes are subject to change as seen fit by the Promotor.

## WINNERS

17. The Competition winner is selected based on the merits of the entry.
18. 10 finalists will be chosen by the Marketing team of the Promotor after the closing of the Competition
  - I. The overall winner and runners up will be determined by public vote
  - II. Public voting will be open from 9:00am, 25<sup>th</sup> May 2020 AEST, and will close 11:59pm, 1<sup>st</sup> June 2020 AEST
  - III. Winner and runners up will be determined based on the number of public votes
  - IV. The overall winner will be the entry with the most number of public votes, the first runner up will have the second most number of public votes, third place will have the third most number of public votes, fourth place will have the fourth most number of public votes, and fifth place will have the fifth most number of public votes.
19. The prize winners will be announced within 48 hours after the closing of the public vote on the CLEAR Dog Treats Instagram channel.
20. The prize winners will be contacted via email or direct message on Instagram and each must respond within 72 hours, confirming via the winner's residential address, email or phone.
21. If a winner cannot be contacted, is found ineligible, or does not follow the Promoter's instructions to contact the Promoter within 72 hours of notification, the Promoter will deem the prize as unclaimed (and forfeited) and a new winner will be determined. The entry with the next highest number of public votes will be the winner of the prize. This process will be repeated if required.
22. If the prize is unavailable for any reason, the Promoter may, in its absolute discretion, substitute for that prize another item of equal or higher value as determined by the Promoter.

## GENERAL

23. The Promoter reserves the right, at any time, to verify the validity of entries and eligibility of Entrants (including an Entrant's identity, age, place of residence). Proof considered suitable for verification is at the discretion of the Promoter.
24. The Promoter reserves the right in its sole discretion to declare an entry invalid or disqualify any individual who it has reason to believe has breached any of these Terms and Conditions, or engaged in any unlawful or other improper conduct calculated to jeopardise the fair and proper conduct of the Competition. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

25. If this Competition 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, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law, to modify, suspend, terminate or cancel the Competition, as appropriate.

26. The Promoter (including its officers, employees and agents) neither excludes its liability for failure to comply with a consumer guarantee under Competition and Consumer Act 2010 (Cth) or any other consumer legislation nor for any other liability.

27. The Promoter and their associated agencies and companies (including their respective officers, employees and agents) excludes all liability for loss or damage in connection with the Competition due to any reason beyond the Promoter's reasonable control, including, but not limited to, where arising out of the following: (a) any technical difficulties or equipment malfunction affecting the submission of your entry; (b) any theft, unauthorised access or third party interference with your entry; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected; (d) any tax liability incurred by the winner or Entrant; or (e) misuse of the prize.

28. The Promoter and their associated agencies and companies (including their respective officers, employees and agents) 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 Competition or accepting or using the prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).

29. The Promoter's decision in relation to any aspect of the Competition is final and binding on every person who enters, and no correspondence will be entered into. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

30. Each Entrant acknowledges and agrees that the Promoter (and each of its assignees and licensees) has the perpetual right, in their absolute discretion, to edit, amend, copy, use, publish, broadcast and communicate to the public, their entry (in whole or in part) for any purpose and in any media, without any further consultation, reference, payment or other compensation of the Entrant.

31. Privacy Statement. Entrants' personal information will be collected by or on behalf of the Promoter to enable the Promoter and its agencies to administer the Competition and may also be used by the Promoter, its agents, contractors and related companies, for the purposes of carrying out planning, product development and designing future promotional campaigns. The personal information of the winner may be provided to others assisting in the conduct of the Competition, including the Competition administrator, prize suppliers and deliverers. The winner's name will also be published on the CLEAR Dog Treats social media and marketing platforms. By entering this Competition, each Entrant consents to the use of their personal information as described. If an Entrant does not provide accurate personal information the Promoter may determine that they are not eligible to win a prize.

32. Each Entrant completely releases Facebook, Instagram and Woobox from any and all liability in relation to this Competition. Entrants understand that they are providing their information to the Promoter and not to Facebook, Instagram or Woobox.