

## **Obtainium Group Pty Ltd**

### **Facebook M&M Promotion**

#### TERMS AND CONDITIONS

1. The promoter of the **Facebook M&M** Promotion (Competition) is **Obtainium Group Pty Ltd** (the Promoter).
2. The Competition begins on **8 June 2015** at **9am** (Australian Western Standard Time) and ends on **22 June 2015** at **11.59pm** (Australian Western Standard Time) (Competition Period).
3. Entries must be received by the Promoter during the Competition Period.
4. The Promoter reserves the right to either allow or disallow any entrant for any reason it sees fit in its absolute discretion.
5. Entrants can submit up to two entries, one for a facebook like to Obtainium Group and one for sharing Obtainium Group's Page.
6. Up to **1** entrants (Winner/s) may be awarded only one prize (Prizes) as follows: **3kg bowl of M&M's and a \$100 Westfield Gift Card**. The Westfield Gift Card is subject to terms and conditions and can be found here <https://www.westfieldgiftcards.com.au/Online/Content/Downloads/TCs%202014.pdf>
7. Each entry to the Competition must be completed within Facebook through a facebook like or share and include a facebook name. Entries that do not in the absolute discretion of the panel of judges as nominated by the Promoter at its discretion (Judges) comply with these requirements are invalid.
8. This document, the instructions on how to enter the Competition and other details contained within promotional advertisements and Facebook likes and shares, each form part of the Terms and Conditions. It is each entrant's responsibility to confirm their entry has been received before the end of the Competition Period.
9. The Promoter accepts no responsibility for late, lost or misdirected entries.
10. Entry to the Competition is not open to:
  - (a) employees of Obtainium Group Pty Ltd;
  - (b) any spouse or adult child, parent, grandparent, grandchild or sibling of the employee or of a spouse of the employee;
11. The Winner/s shall be chosen by the Judges from the entries at random.
12. The Winner/s will be drawn on **23 June 2015** and notified by **Facebook**.
13. When the Winner/s are notified of their Prize they will also be provided with details as to the collection of their Prize.
14. The Judges' decision is final and no correspondence will be entered into. The Promoter reserves the right not to select Winners of all or any Prizes in its absolute discretion.

15. Each Winner must claim its Prize on or before **30 June 2015**. Prizes must be claimed in person unless a Winner is otherwise advised. Identification, which includes a photograph, will be required. The collection of prizes is the sole responsibility of the Winner. Prizes will only be awarded following winner validation and verification.
16. In the event that a Winner fails to satisfy any of the Terms and Conditions of the Competition, that Winner shall not be entitled to the Prize and the Promoter may at its discretion award the Prize to another entrant in accordance with the Terms and Conditions or choose not to award the Prize.
17. A Prize must be taken as stated and is non-transferable, not exchangeable and not redeemable for cash. If the specified prize becomes unavailable for any reason, the Promoter may substitute a prize of like or equal value. Any tax payable as a result of a prize being awarded or received will be the winner's responsibility.
18. The Promoter takes no responsibility for the loss of prizes due to incorrect or imprecise delivery details provided by a Winner. The Promoter makes no representations or warranties as to the quality, suitability, merchantability of any of the goods or services offered as Prizes. To the extent permitted by law, the Promoter is not liable for any loss suffered or sustained to personal property and including, but not limited to consequential (including economic) loss by reason of any act or omission, deliberate or negligent, by the Promoter, or its servants or agents, in connection with the arrangement for supply, or the supply, of any goods or services by any person to the Winners and, where applicable, to any persons accompanying the Winners.
19. The Promoter reserves the right to disqualify a Winner if the Winner has breached any of the Terms and Conditions. The Winner forgoes the Prize if its entry is misleading or if the Winner does not adhere to the Terms and Conditions.
20. The Promoter reserves the right to:
  - (a) disqualify any entrant whose conduct is contrary to the spirit of the Terms and Conditions or the intention of the Competition and to declare as void any or all of their entries based on such conduct;
  - (b) declare as void any entries or claims for Prizes resulting from any printing, production or distribution errors or where there has been error in any aspect of the preparation for or conduct of the Competition materially affecting the result of the Competition or the number of Winners or the value of claims for Prizes;
  - (c) add to or to waive any of the Terms and Conditions; and
  - (d) cancel the Competition or any part of it at any stage in the event of circumstances beyond the Promoter's control.
21. By entering the Competition entrants warrant that their submissions are true and accurate. Entrants agree to make themselves available at the Judges' request for audit purposes to satisfy the Judges of the claims made in the entrant's submissions. Entrants may be asked to provide further evidence to substantiate their entries and this evidence must be provided within the timeframe stipulated by the Judges.
22. The Promoter and its related entities, employees, contractors, servants or agents shall not be liable for and accept no responsibility for any accident, loss, injury or damage to any individual or property arising out of or in conjunction with the

Competition or the Prizes either during or after the Competition except for any liability which cannot be excluded by law.

23. The Promoter is not responsible for lost, interrupted communications or unavailable network server or other connections, failed telephone, mid-delivery or computer transmissions or other errors of any kind, whether human, mechanical or electronic.
24. The Promoter assumes no responsibility for any error, defect, delay, theft or unauthorised access to or alteration of entries. Subject to any written directions given under the applicable law, if for any reason, the Competition is not capable of operating as planned, including infection by computer viruses, tampering, unauthorised intervention, fraud or any other causes beyond the control of the Promoter which corrupts or affects the administration, security, fairness, or proper conduct of the Competition, then the Promoter reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Competition. The Promoter reserves the right, in its sole discretion, to disqualify any individual for:
  - (a) tampering with the entry process, including exceeding any limitation on the numbers of entries, or any other process as determined by the Promoter that in any way affects the fairness of the promotion;
  - (b) tampering with the operation of the Competition or the web site of the Promoter;
  - (c) acting in violation of the Terms and Conditions; or
  - (d) acting in an unsportsmanlike or disruptive manner.
25. Participation in the Competition constitutes the entrant's unconditional agreement to and acceptance of the Terms and Conditions. The entrant is responsible for ensuring his or her familiarity with the Terms and Conditions. The Promoter's decision not to enforce a specific term or condition does not constitute a waiver of that term or condition or of the Terms and Conditions generally.
26. All entries remain the property of the Promoter and may be entered into a database for future marketing or promotional activities. By entering the Competition entrants, in the event that they are a Winner, consent to the publishing of their names and suburb of residence on the website **Obtainium.com.au**. Acceptance of a Prize by a Winner constitutes permission for the Promoter to use the Winner's name, suburb of residence, recording of the Winner's voice and likeness for advertising and promotional purposes without compensation, unless otherwise prohibited by law. The Promoter will not use the entrants' personal information for any other purpose without their consent unless required or authorised to do so by law. Entrants must notify the Promoter in writing if they would like to amend their personal information or if they have any queries as to how their personal information will be used.
27. This Competition is subject to the Promoter's Privacy Policy.