

## Research Community –Kreative Corner Ongoing 2018 Promotion (“Promotion”)

### Conditions of Entry

- 1 Information on how to enter forms part of these Conditions of Entry. The entrant is responsible for ensuring their familiarity with the Conditions of Entry at the time of participation. Participation in this Promotion constitutes acceptance of these Conditions of Entry.
- 2 The promoter is Kellogg (Aust) Pty Limited (ACN 30 004 110 105) of 41-51 Wentworth Avenue, Pagewood 2035 (**Promoter**).
- 3 Entry to the Promotion is only open to Australian residents aged 18 years and over who are members of Kreative Corner and who fulfil the entry requirements.
- 4 Directors, management, employees, officers and contractors (and their immediate families) of the Promoter or of the agencies or companies associated with this Promotion are ineligible. “**Immediate families**” means spouse, parent, guardian, 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.
- 5 The Promotion begins at 9:00am AEST (Sydney time) on 01/05/2018 and closes at 8.59.59am AEDST (Sydney time) on 30/04/2019(**Promotion Period**).
- 6 The Promotion Period is comprised of **twelve (12) segments** (each “Segment”) as set out in the table below. All times are indicated in AEST/AEDST, as applicable in Sydney, NSW.

Segment	Segment Entry Period (9:00am – 8:59:59am)	Prize Draw date	Publication date
1	01/05/17- 31/05/17	01/06/17	04/06/17
2	01/06/17– 30/06/17	02/07/17	10/07/17
3	01/07/17– 31/07/17	01/08/17	07/08/17
4	01/08/17– 30/08/17	03/09/17	11/09/17
5	01/09/17– 31/09/17	02/10/18	08/10/18
6	01/10/18– 31/10/18	01/11/18	06/11/18
7	01/11/18– 28/11/18	03/12/18	11/12/18
8	01/12/18– 31/12/18	01/01/19	08/01/19
9	01/1/2019-31/01/2019	22/02/2019	28/02/2019
10	01/02/2019/28/02/2019	01/03/2019	08/03/2019
11	01/03/2019-30/03/2019	01/04/2019	05/04/2019
12	01/04/2019-30/04/2019	01/05/2019	06/05/2019

- 7 From time to time during a Segment, the Promoter will email an invitation to members of Kreative Corner with a link to the [www.kreativecorner.com.au](http://www.kreativecorner.com.au) (the **Website**). To enter the Promotion, an entrant must:
  - a. follow the link to the Website and complete the survey or post a comment in a discussion on the website as instructed by the email invitation and by the date and time specified in the invitation; and
  - b. fully complete and submit the online entry form, including all requested personal information.
- 8 Each time an entrant validly completes a survey or posts a comment in a discussion on the website, they receive an entry into the prize draw (“Prize Draw”) corresponding to the Segment in which they submitted their survey/comment. Each survey may only be completed once. However, where multiple different surveys or discussion boards are emailed by the Promoter during a Segment, an entrant may receive multiple entries into the corresponding Prize Draw, on completion of the surveys or commenting on the discussion boards. Limit one (1) entry will be awarded per fully completed survey validly submitted; and one (1) entry will be awarded per valid comment posted on a discussion board. For the sake of clarity, comments which are gibberish/nonsensical or otherwise do not meet the requirements of these terms and conditions, may in the absolute discretion of the Promoter result in no entry being awarded for such comment and/or disqualification of an entrant.
- 9 The Promoter accepts no responsibility for 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. Incomplete and indecipherable entries will be deemed invalid. The Promoter has no control over mobile 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) costs incurred. Any cost associated with accessing the promotional website is the entrant’s responsibility and is dependent on the Internet service provider used.
- 10 Prize Draws will be conducted at 9:00am (Sydney time) on the dates set out in the table in clause 6 at Vision Critical, Level 7, 309 George St, Sydney, NSW, 2000. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. Entries in each Segment Entry Period will not be entered into any subsequent Segment Prize Draw.

- 11 **Prizes (3 per Prize Draw):** The first three (3) valid entries randomly drawn in each Prize Draw will each win a \$100 e-Gift card.
- 12 **Any ancillary costs associated with redeeming the VISA debit card are not included. Any unused balance of the VISA debit card will not be awarded as cash. Redemption of the VISA debit card is subject to any terms and conditions of the issuer including those specified on the VISA debit card.** All VISA debit cards are valid for the period specified on the card. Once awarded, the Promoter shall not be liable for any card that is lost, stolen, damaged or tampered with in any way.
- 13 Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash. In the event for any reason a prize winner does not take the prize at/by the time stipulated by the Promoter, then the prize will be forfeited by the winner and neither cash nor any other form of compensation will be supplied in lieu of that prize/element of the prize. If for any reason a prize is not available, the Promoter reserves the right to substitute another item for it, in its sole discretion, of equal or higher value, subject to the approval of the gaming authorities in each State/Territory, where relevant.
- 14 Total prize pool value per Prize Draw is \$300 (inc GST). A total of thirty six (36) prizes will be awarded during the entire Promotion Period. Total prize pool is \$3,600 (inc GST).
- 15 Winners will be notified in writing within two (2) business days of the relevant Prize Draw and published on the Website on the relevant date specified in clause 6.
- 16 If there is a dispute about the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant. The Promoter may require the winner to provide proof of identity, proof of age, proof of residency at the nominated prize delivery address and/or proof of compliance with any other eligibility or entry criteria. Identification considered suitable for verification is at the Promoter's discretion. After identification documents available have been established, if requested, an entrant must deliver copies within 7 days of being asked to do so. At the Promoter's request, an entrant must also, allow the Promoter to inspect and copy the original of any such documents within 7 days of being asked to do so.
- 17 Participants must comply with all requirements of the Promoter including requirements specified in these Conditions of Entry. The Promoter may, at its absolute discretion, declare any or all entries made by an entrant invalid if the entrant:
- (a) considers, in its absolute discretion, that there has been excessive use/manipulation by an entrant;
  - (b) fails to establish their entitlement to enter the Promotion to the Promoter's satisfaction;
  - (c) tampers with or benefits from any tampering with the entry process or the operation of the Promotion;
  - (d) submits an entry which in the Promoter's opinion is not in accordance with these Conditions of Entry; or
  - (e) acts in a disruptive manner or acts with the intent to annoy, abuse, threaten or harass any other person.
- 18 If, during the drawing of the promotion, a winning entry is determined not to comply with the Conditions of Entry of this Promotion, the entry will be discarded and a new winner of that prize will be determined by drawing a further valid entry. If, following the conclusion of the drawing of the promotion, a winning entry is determined not to comply with the Conditions of Entry of this Promotion, then the prize will not be awarded to that entrant, and a re-draw may be conducted in accordance with clause 22.
- 19 The Promoter's decision is final and no correspondence will be entered into.
- 20 Errors and omissions may be accepted at the Promoter's discretion. The Promoter's decision not to enforce a specific condition does not constitute a waiver of that condition or of the Conditions of Entry in general.
- 21 If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of infection by computer virus, mobile 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 disqualify any entrant, and/or cancel, terminate, modify or suspend the Promotion, or invalidate any affected entries, subject to the approval of the gaming authorities in each state and territory, where required.
- 22 In the event that, in accordance with clause 17a winning entry or entries is determined not to comply with the Conditions of Entry of this Promotion, or where a prize(s) is not accepted or claimed within 3 months of the draw date, the Promoter may conduct such further draws at 11:00am (Sydney time) at the same location as the original draws on the date(s) set out in the table below, as are necessary to distribute the prize(s). If applicable, any winners of prizes in these draws will be notified in writing within two (2) business days of the draw, and published on the Website on the dates specified in the table below:

Segment	Re-draw date	Re-draw publication
1	02/06/17	05/06/17
2	03/07/17	11/07/17
3	02/08/17	08/08/17
4	04/09/17	12/09/17
5	03/10/18	09/10/18
6	02/11/18	07/11/18
7	04/12/18	12/12/18
8	02/01/19	09/01/19
9	23/05/2019	01/05/2019
10	02/06/2019	09/06/2019

11	02/07/2019	06/07/2019
12	02/08/2019	07/08/2019

- 23 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 Australian Consumer Law, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States 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 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 Promotion.
- 24 Without limiting the previous paragraph, and to the extent permissible by law, the Promoter and its associated agencies and companies will not be liable for any loss or damage in transit to prizes.
- 25 The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought.
- 26 Entrants agree that they are fully responsible for any materials they submit as part of the Promotion including but not limited to comments, survey answers, recordings and images ("Content"). The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove or decline to publish any Content without notice for any reason whatsoever. Entrants warrant and agree that:
- (a) they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication;
  - (b) their Content shall not contain viruses or cause injury or harm to any person or entity;
  - (c) they will obtain prior consent from any person or from the owner(s) of any property that appears in their Content;
  - (d) they will obtain full prior consent from any person who has jointly created or has any rights in the Content to the uses contemplated by these Conditions of Entry, and the Content does not infringe the rights of any third party;
  - (e) they consent to any use of the Content which may otherwise infringe the Content creator's/creators' moral rights pursuant to the *Copyright Act 1968* (Cth) and warrant that they have the full authority to grant these rights; and
  - (f) they 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.
- Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.
- 27 As a condition of entering this Promotion, each entrant licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (which shall include Content) 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.
- 28 The Promoter collects personal information ("PI") in order to conduct the Promotion and undertake market research activities 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. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at [http://www.kelloggs.com.au/en\\_AU/privacy-policy.html](http://www.kelloggs.com.au/en_AU/privacy-policy.html). In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. PI data collected from entrants will be hosted by a third-party service provider on servers located in Canada. The Promoter cannot guarantee that the overseas recipient will not breach the Australian Privacy Principles. By entering the promotion entrants consent to the overseas transfer on these terms and agree that the Promoter is not liable in this regard.
- 29 As a condition of accepting the prize, each winner may be required to sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.

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