

CONTEST TERMS & CONDITIONS

1. These Terms

- 1.1. These **Contest Terms & Conditions** (which include the **Contest Details**) set out the basis for participating in the Contest identified below.
- 1.2. By entering or participating in the Contest **you agree** to these Contest Terms & Conditions.
- 1.3. A **Privacy Notice** attached to or otherwise provided in connection with these Contest Terms & Conditions should be regarded as part of these Contest terms.

2. Contest Details

Promoter	Reborn Group PTY LTD (ABN 81 130 923 269); Registered/Primary address: PO BOX 1340 Lane Cove, NSW, 2066; Contact details: David Easton: david.easton@reborn.co; <i>Service Provider to Darrell Lea Confectionery Co. Pty. Ltd</i>
Contest	Darrell Lea Confectionery Co. Pty. Ltd are asking people to tag a friend that they want to go trick or treating with for the chance to win a year's supply of Life Savers.
Prizes	<i>8 x year's supply of product (52 rolls)</i>
Selecting Winner(s)	Determining Prize Winner(s): Winners will be chosen at random. Basis of re-allocation if a Prize is not claimed: If a Winner does not claim the prize within 14 days of the announcement or if a winner does not meet the eligibility criteria, that winner will forfeit the Prize in its entirety and it shall be awarded to another participant.
Entrant Requirements	Min age: 18; Country of residence: Australia; Other: open only to Australian residents, who are not an employee (or their immediate family) of the Promoter or agencies associated with this Promotion;
Excluded Entrants	Any of the following: <ul style="list-style-type: none">• Agents, distributors and other organisations commercially connected to the Promoter;• Employees and directors of the Promoter, including their families and co-habitors;• Shareholders in the Promoter;
Entry Instructions	To enter simply: <ol style="list-style-type: none">1. Follow @lifesaversaustralia2. Tag a friend who you'd love to go trick or treating with.3. Bonus entry: share the post to your stories

	Open to entries on Facebook and Instagram
Closing Date for Entries	Closing Date: Oct 30, 2021 The Promoter reserves the right to extend the Promotion Period and repeat the Promotion on a weekly basis thereafter.
Other Contest Requirements	Multiple entries are permitted, however each entrant can only win one prize (1).
Notification of Winning and Claiming Prizes	Notification of winning: <ul style="list-style-type: none"> Winners will be announced October 31st via the Life Savers Facebook and Instagram page; Claiming Prizes: <ul style="list-style-type: none"> Method - Winners must contact the Promoter via DM to collect the Prize. Timing - Winner has 14 days of the announcement to claim the prize]

3. Contest Basis

- 3.1. This **Contest is:**
 - a. **open** to those meeting the **Entrant Requirements**;
 - b. **not open** to those falling within the description of **Excluded Entrants** (even if they meet the Entrant Requirements).
- 3.2. You must follow the **Entry Instructions**.
- 3.3. You may **only submit one entry**, even where entering on behalf of others – these other persons/parties may not submit separate entries. The exception to this rule is where the Contest Details clearly and specifically allow multiple entries. Entries must not be automatically generated by computer or otherwise submitted on an inappropriate basis (for example using multiple names, email or social media accounts to enter).
- 3.4. You may **only win one Prize**, even where entering on behalf of others – only one Prize can be won by the group of persons/parties. The exception to this rule is where the Contest Details clearly and specifically allow multiple prizes to be won.
- 3.5. The Promoter may at any time **extend, suspend or terminate** the Contest on reasonable cause (which may or may not relate to an entrant).

4. Entries

- 4.1. Entries that (i) do not comply with these Contest Terms & Conditions; or (ii) are incomplete, corrupted or late, may be **rejected, disqualified, removed and/or deleted** by the Promoter.
- 4.2. Your entry includes any materials provided as part of or in relation to that entry. Where entry to the Contest involves provision of **written, recorded, pictorial or other material** in electronic or other form, you must ensure your entry:
 - a. is **(i)** suitable for public access and in particular does not contain nudity, pornographic, religiously/culturally/politically insensitive or violent content; and **(ii)** not in breach of applicable laws;

- b. does **not contain or refer to any products or brands other than those of the Darrell Lea Confectionery Co. Pty. Ltd** (unless such inclusion is entirely incidental, not prominent and is reasonably necessary due to the nature of the entry);
 - c. **is your own work** and does not contain any intellectual property of another party unless you have the necessary permissions for its provision and use, reproduction and other dealing in accordance with these Contest Terms & Conditions (including Clause 4.3 below);
 - d. only contains someone's **name or likeness** if they have provided written permission (permission from parents/legal guardians required for under 18s).
- 4.3. You grant the Promoter **(i) ownership** of any entry; and **(ii)** a perpetual, irrevocable, worldwide, royalty-free, sub-licensable and transferable **right to use**, reproduce, distribute, and make derivative works of your entry, in any media and through any media channel. You will not grant these rights to any other party.

5. Responsibility for Entries

- 5.1. If you are **submitting an entry on behalf of more than one person/party** (including on behalf of an organisation), you must ensure that you have authority to accept these terms on their behalf and ensure they comply with these terms.
- 5.2. You must comply with these Contest Terms & Conditions and **not otherwise unlawfully seek to misuse or tamper with the processes and rules of the Contest**.
- 5.3. You must indemnify and defend the Promoter and other members of the **Darrell Lea Confectionery Co. Pty. Ltd** (including their respective directors, officers and employees) in respect of all liabilities, losses and damages of any kind **resulting from your breach of these Contest Terms & Conditions**. The Promoter excludes responsibility for those liabilities, losses and damages, although nothing in these Contest Terms & Conditions is intended to limit the Promoter's liability for (i) fraud; (ii) intentional misconduct; or (iii) for death or personal injury caused by its negligence (including that of its employees and agents)).
- 5.4. You must indemnify and defend the Promoter and other members of the **Darrell Lea Confectionery Co. Pty. Ltd** (including their respective directors, officers and employees) in respect of any **third party claim** that your entry or its use in accordance with these Contest Terms & Conditions breaches applicable laws, confidentiality obligations or intellectual property rights due to your **breach of these Contest Terms & Conditions**.
- 5.5. The **Promoter is not in any event responsible for:**
- a. entries lost, damaged or delayed as a result of any network, computer hardware or software failure of any kind or any other event which is either unforeseen or outside of the Promoter's direct reasonable control;
 - b. your costs of preparing or submitting an entry.

6. Winners

- 6.1. The **winner(s) will be notified** using the method and within the timing set out in the Contest Details.
- 6.2. The winner(s) must **claim their Prize** using the method and within the timing set out in the Contest Details. If the Prize is unclaimed after this time, the right to the Prize lapses and the Promoter may offer the Prize to a substitute winner selected in

accordance with the method noted in the Contest Details (in the absence of specification, a fair basis which aligns closely with the winner selection method).

- 6.3. The Promoter may (at its discretion or where required by law) provide or publish **details of the winner(s) (name and county)**. Requests for provision/publication should be sent to the Promoter contact details in the Details Sheet no later than within ten weeks after the Contest closing date.
- 6.4. In the event of any **uncertainty or difference of opinion** regarding the administration of the Contest (including the award of Prizes), the decision of the Promoter is final (this does not remove any legal rights).
- 6.5. No **correspondence** should be entered into between you and the Promoter, unless specifically requested by the Promoter.

7. Prizes

- 7.1. The Promoter may require **proof of identity** before releasing any Prize.
- 7.2. Statutory warranties apply but otherwise the Prizes are **awarded 'as is'** without any warranty, undertaking or guarantee.
- 7.3. The Promoter's commitment is to **make Prize(s) available** in accordance with and subject to these terms. Consequently, each winner is responsible for any and all:
 - a. visas and permits;
 - b. fuel, consumables and accompanying items;
 - c. upkeep, licence renewals and ongoing or periodic requirements;
 - d. taxes and other such personal liabilities; and
 - e. matters of physical fitness and capability,as well as any other ancillary matters **required for**, or arising from, **receipt, use or enjoyment of the Prizes**.
- 7.4. Winners must adhere to any **third party terms**, such as event organiser terms, which apply to the Prize (these will be made available on request).
- 7.5. The Promoter reserves the right to **substitute the prize** for an alternative of equal or greater value. The Promoter is under no obligation to offer a cash alternative.
- 7.6. If your entry is **subsequently disqualified**, any Prize granted must be returned at your cost or compensation provided where return is no longer possible.

8. Publicity

- 8.1. Winner(s) will, at the Promoter's reasonable request, participate in **publicity** relating to this Contest. This may include winner(s) being filmed, photographed and/or interviewed by the Promoter or on its behalf.

9. Miscellaneous

- 9.1. Unless expressly stated by the Promoter in the written Contest materials, this Contest is in no way **sponsored or endorsed by any third party**.
- 9.2. If other **language versions** of these terms are also made available, the English language version takes precedence in the event of any inconsistency.

- 9.3. **Each provision in these Contest Terms & Conditions is severable.** If any provision is held to be invalid or unenforceable by a court or other competent authority, that invalidity or unenforceability will not affect the remainder of these Contest Terms.

10. Governing Law and Disputes

- 10.1. This Contest (including these Contest Terms & Conditions and any related dispute) is **governed by and will be interpreted according to the laws** of the country in which the Promoter has its registered or primary address as stated in the Contest Details, except to the extent of mandatory laws applicable due to the location or nature of the Contest, Prize or relevant entrant.
- 10.2. Without restricting anyone from seeking injunctions or other temporary relief in a competent court, if a dispute arises the courts of the country in which the Promoter has its registered or primary address as stated in the Contest Details will **resolve the issue**, except to the extent you have the right to resolve a dispute in the courts of other jurisdictions due to the location or nature of the Contest, Prize or relevant entrant.

Attachment

1. Privacy Notice

The following is the "**Privacy Notice**" for the Contest identified below:

Promoter	Reborn Group PTY LTD (ABN 81 130 923 269; Registered/Primary address: PO BOX 1340 Lane Cove, NSW, 2066; Contact details: David Easton: david.easton@reborn.co;
Contest Description	Darrell Lea Confectionery Co. Pty. Ltd are asking people to tag a friend that they want to go trick or treating with for the chance to win a years supply of Life Savers.
Personal Data	Personal data obtained from you, including within your entry or provided as part of the entry submission process or during related administration). This personal data will include for this Contest: name, image/likeness, voice; pictures and videos taken during related events;
Further Purposes	Publicity; Advertising and marketing purposes regarding Life Savers; Providing you with notice of related products, services, promotions and events which may be of interest to you;
Darrell Lea Confectionery Co. Pty. Ltd Policy	https://dlea.com.au/privacy-policy/

- 1.1. The Personal Data will be processed for **administration** of the Contest (third parties may be involved in this administration).
- 1.2. The Personal Data may also be processed for the **Further Purposes, including by the Third Parties**.
- 1.3. If you wish to:
 - a. **access, correct, limit or update** your Personal Data collected in relation to the Contest, or to make any inquiries or complaints about the processing of such information,
 - b. require the **deletion** of the Personal Data,you should contact the Promoter using the contact information in the Contest Details.
- 1.4. For more details on processing of your Personal Data, see the **applicable Darrell Lea Confectionery Co. Pty. Ltd Policy**.