

## “AACTA AWARDS” PROMOTION

### TERMS AND CONDITIONS

1. Information on how to enter and the prize form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to employees and owners of registered businesses operating in Australia (“**Eligible Business**”). Businesses whose employee/s, manager or owner are also an employee (or a part of their immediate family) of the Promoter or an agency associated with this promotion are ineligible to enter. Immediate family 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 1<sup>st</sup> cousin.
3. Promotion commences on 01/10/2018 and ends at 11:59pm AEDST on 31/10/2018 (“**Promotional Period**”).
4. To be eligible to enter, an authorised representative on behalf of an Eligible Business must complete the following steps during the Promotional Period:
  - a) visit [www.kwikkopy.com.au/awards](http://www.kwikkopy.com.au/awards) and follow the prompts to the promotion entry page;
  - b) input the requested details, including their full name, the name of the Eligible Business, a valid email address and a contact telephone number;
  - c) provide an original and creative answer to the promotional question “*Who is your favourite Australian actor or actress and why?*” in 25 words or less; and
  - d) submit the fully completed entry form.
5. Incomplete or indecipherable entries will be deemed invalid. Entries over 25 words will be deemed invalid.
6. Only one (1) entry permitted per person.
7. The Promoter reserves the right, at any time, to verify the validity of entries and Eligible Businesses (including any authorised representative employed by that Eligible Business) and reserves the right, in its sole discretion, to disqualify any Eligible Businesses who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

8. This is a game of skill and chance plays no part in determining the winners. Each entry will be individually judged based on the originality, literary merit and creative merit of the answer provided to the promotional question.
9. The judging will take place at Kwik Kopy Australia, Level 9, 50 Berry Street, North Sydney NSW 2060 on 05/11/2018 at 12pm (noon) AEDST. The Promoter may select additional reserve winners in case the first winner is unable to claim the prize. The winning Eligible Business will be notified in writing via email within two (2) business days and the name of the winning Eligible Business will be published on [www.kwikkopy.com.au/awards](http://www.kwikkopy.com.au/awards) commencing on 09/11/2018.
10. The Promoter's decision is final and no correspondence will be entered into.
11. The prize will be awarded to the owner or manager of the respective winning Eligible Business (as determined by the Promoter in its absolute discretion), who may, in his/her absolute discretion, allocate the prize to any employee of that Eligible Business ("**Prize Recipient**"). The owner/manager must notify the Promoter of that transfer (in writing) by 14/11/2018 and must not issue the prize without the Promoter's approval. Approval of the transfer is at the Promoter's sole discretion.
12. The chosen winning entry will win a domestic trip for two (2) adults to Sydney, NSW, to attend the 2018 AACTA Awards on 05/12/2018, valued at up to \$3,450 depending on point of departure. The prize includes:
  - 2 x return economy class flights from the winner's nearest capital city to Sydney, NSW (if required);
  - 2 nights 5 star accommodation at The Star; and
  - 2 x tickets to the 2018 AACTA Awards to be held at The Star on 05/12/2018.

Spending money, meals, insurance, transport to and from departure point, transfers, items of a personal nature, in-room charges and all other ancillary costs are not included. Prize must be taken to coincide with the 2018 AACTA Awards on 05/12/2018, with flights departing 04/12/2018, subject to booking and flight availability.
13. The Prize Recipient and his/her companion must depart from and return to the same departure point and travel together. Frequent flyer points will not form part of the prize. Prize is subject to the standard terms and conditions of individual prize and service providers. The Prize Recipient may be required to present their credit card at time of accommodation check in.
14. Total prize pool value is up to \$3,450. The prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
15. The 2018 AACTA Awards ticket prizes are subject to the event venue and ticket terms and conditions, including any applicable age restriction. The Promoter and event organisers hereby expressly reserve the right to eject the Prize

Recipient (and his/her companion) for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the prize.

16. If for any reason the Prize Recipient does not take the prize (or an element of the prize) by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited. In the event that the prize is forfeited, the reserve winner chosen on 05/11/2018 will then be awarded the prize.
17. If the prize (or part of the prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
18. Authorised representatives, on behalf of the Eligible Business, consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
19. If this promotion 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, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any Eligible Business; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
20. Any cost associated with accessing the promotional website is an authorised representative's responsibility and is dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an authorised representative, on behalf of an Eligible Business, to automatically enter repeatedly is prohibited and will render all entries submitted by that authorised representative invalid.
21. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, 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.
22. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and 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: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) if the 2018 AACTA Awards is delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter; (f) any tax liability incurred by a Prize Recipient or Eligible Business; or (g) use of the prize.
23. As a condition of accepting the prize, the Prize Recipient (and his/her companion) must 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.
24. The Promoter collects personal information from the authorised representative on behalf of an Eligible Business ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. 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.kwikkopy.com.au/privacy>. 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 Eligible Business. The Privacy Policy also contains information about how authorised representatives may opt out, access, update or correct the PI on behalf of an Eligible Business, how they 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. The Promoter will not disclose the PI of Eligible Businesses or authorised representatives to any entity outside of Australia.
25. The Promoter is Kwik Kopy Australia Pty Limited (ABN 27 002 218 822) of Level 9, 50 Berry Street, North Sydney NSW 2060. Telephone: 02 9967 5500.