

## Rough Stuff Pty Ltd "Australia's Toughest 4WD" competition TERMS AND CONDITIONS

By entering the Rough Stuff "Toughest 4WD" competition ('**Promotion**'), you are agreeing to the following terms and conditions ('**Terms**')

### 1. GENERAL TERMS

- 1.1. Information on how to enter forms part of the terms of Entry. Entry into the Promotion is deemed acceptance of these Terms.
- 1.2. The Promoter may (subject to state/territory regulations) vary the terms of, or terminate, this Promotion at any time at its absolute discretion without liability to any Entrant, contestant or other person.
- 1.3. By entering the Promotion, all Entrants consent to their Entry and/or other communications with the Promoter being communicated to the public via any medium. Entrants will not be compensated for this use. It is a condition of Entry that the Promoter has the right to publicise, broadcast and communicate to the public the names, characters, likenesses or voices of Entrants for any promotion or matter incidental to the Promotion.
- 1.4. If the Winners or Runners-up does not live near the respective Premiere locations, they must make their own way to and from all events associated with the Promotion/prize at their own cost. No costs or expenses will be included in the prize.
- 1.5. The Promoter acknowledges that the Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook.

### 2. WHO CAN ENTER

- 2.1. Subject to clause 2.2 Entry is open to all residents of the states of New South Wales and Victoria.
- 2.2. Directors, management, employees and their immediate families of Rough Stuff Pty Ltd, and their associated agencies and companies are not eligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether by natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.

### 3. HOW TO ENTER

- 3.1. The Promotion commences on 28 February (AEST) and concludes on 23 March (AEST) ('the **Promotion Period**').
- 3.2. To enter the Promotion Entrants must submit a photograph or video online via the website roughstuffmovie.com, Rough Stuff Facebook Page or email by sending their Entry to marketing@roughstuffmovie.com that satisfies the entry criteria and includes all details requested the competition page ('**Entry**').
- 3.3. This Promotion is a game of skill, and chance plays no part in the results of this Promotion. An Entry will be judged on the basis of creativity & originality of the photo or video submitted. The Judges decision is final and negotiations will not be entered into.
- 3.4. The time of an Entry will, in each case, be the time that the Entry is received online or to the email address provided.

- 3.5. The Promoter, its agents, affiliates or representatives will not be liable for any lost, late or misdirected Entries.
- 3.6. Incomprehensible and incomplete Entries will be deemed invalid, including those where the photograph or video is unable to be opened or viewed.
- 3.7. Entrants (including winners) in the competition may enter as many times as they like, however only one prize per person will be awarded.
- 3.8. In entering the Promotion, each Entrant warrants that they own the copyright in the relevant photograph or video submitted and they have the right to enter the promotion using the photograph or video.

#### **4. HOW TO WIN**

- 4.1. Each Entrant who has entered the Promotion over the Promotion Period and submitted a valid Entry with all required details in accordance with clauses 2 and 3 will be entered into the prize judging.
- 4.2. One Winner for New South Wales and one Winner for Victoria will be determined by the judges ("**Winners**").
- 4.3. The Promoters' decision in relation to any aspects of the competition is final and the Promoters will not enter into any correspondence regarding the result.
- 4.4. The Promoters reserve the right to request the Winners provide proof of identity and residency at the discretion of the Promoter. In the event that a Winner cannot provide suitable proof, that Winner will forfeit the prize in whole and no substitute will be offered.
- 4.5. The Promoters reserves the right to verify the validity of Entries and to disqualify any Entry which, in the opinion of the Promoters, includes objectionable content, profanity, potentially insulting, inflammatory or defamatory statements, disqualify any Entrant who tampers with the Entry process, who submits an Entry that is not in accordance with these terms and conditions or Entry, or who has, in the opinion of the Promoters, engaged in conduct in entering the promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the promotion and/or Promoters. The Promoters reserve the right to disqualify a Winner or Runner-up if the Promoters become aware that that Winner or Runner-up and/or the Winner's or Runner-up's Entry is of a type described in this clause.
- 4.6. The Winners will be notified via email and/or telephone at least one week before the Premiere.
- 4.7. THE WINNERS AND RUNNERS-UP UNDERSTAND AND AGREE THAT THE PRIZE INVOLVES DRIVING FROM THEIR RESIDENCE TO THE LOCATION OF THE PREMIERE (BEING THE LIDO CINEMA, 675 GLENFERRIE RD, HAWTHORN VIC 3122 FOR VICTORIA AND THE SKYLINE DRIVE-IN, CRICKETERS ARMS ROAD, BLACKTOWN, NSW 2148 FOR NEW SOUTH WALES) AND AGREES TO DRIVE SAFELY, OBEYING ALL ROAD RULES AND WITH ALL LEVEL OF CARE. THE WINNERS AND RUNNERS-UP UNDERSTAND THAT DESPITE ALL CARE TAKEN BY THE WINNERS, RUNNERS-UP AND THE PROMOTER ACCIDENTS CAN HAPPEN AND THE WINNERS AND RUNNERS-UP RELEASES THE PROMOTER FROM ALL LIABILITY IN RELATION TO THIS PROMOTION.

#### **5. ENTRIES**

- 5.1. Entry Content must not include:
  - (a) any image, video, recording or other kind of depiction of any other person (except incidentally and not prominently) without that person's express consent. If a person is a minor, the express consent of the minor's parent or guardian must be obtained before being included in any Entry Content (and

if the minor is over 13, the minor's express consent must also be obtained). Entrants warrant that if any such content is included, they have obtained the express consent of the relevant person;

- (b) any content that in the Promoter's opinion contravenes any law, infringes the rights of any person or is obscene, offensive, potentially defamatory, discriminatory, indecent or otherwise objectionable or inappropriate (which may include, without limitation, content involving nudity, malice, violence or swearing); and
- (c) any literary, dramatic, musical or artistic work, any audio-visual or sound recording, or any other content in which copyright subsists, unless the Entrant is entitled to do so. By including any such content in their Entry, the Entrant warrants that they have the permission of the relevant copyright owner to do so and that this permission allows the Promoter to use the Entry in accordance with these Terms.

5.2. Assignment of rights in Entry: By submitting an Entry to the Promotion, the Entrant licenses the Promoter to use the Entry in any manner the Promoter wishes (including modifying, adapting, copying, publishing, broadcasting or communicating the Entry, whether in original or modified form, in whole or in part or not at all), by way of all media, in perpetuity, without payment to the Entrant (of royalties, compensation or otherwise).

5.3. Entries become the property of the Promoter. Once submitted, no changes to or withdrawal of an Entry will be permitted. Entries will not be returned by the Promoter.

5.4. Intellectual Property and Moral Rights: By entering this Promotion, the Entrant: (a) consents to any dealings with their Entry that may otherwise infringe their moral rights in an Entry; (b) agrees not to assert any moral rights (wherever and whenever such rights are recognised) in respect of their Entry or publicity materials containing any part of their Entry, against the Promoter, its assigns, licensees and successors in title; and (c) undertakes to the Promoter that their Entry is not in breach of any third party intellectual property rights.

## 6. PRIZES

6.1. One (1) winner (**'Winner'**) and one (1) runner-up (**'Runner-Up'**) for each participating state (being New South Wales and Victoria) will be selected from all valid Entries to receive the Prizes.

6.2. The Prizes are:

- (a) Victorian Winner's Prize – four (4) tickets to the Premiere of the movie Rough Stuff at the Lido Cinema in Melbourne, Victoria on 23 March 2017 and the opportunity to lead the 4WD convoy to the Premiere;
- (b) New South Wales Winner's Prize – four (4) tickets to the Premiere of the movie Rough Stuff at the Skyline Drive-In Cinema in Blacktown, New South Wales on 16 March 2017 and the opportunity to lead the 4WD convoy to the Premiere;
- (c) Victorian Runner-Up Prize – two (2) tickets to the Premiere of the movie Rough Stuff at the Lido Cinema in Melbourne, Victoria on 23 March 2017 and the opportunity to be the second vehicle in the 4WD convoy to the Premiere.
- (d) New South Wales Runner-Up Prize – two (2) tickets to the Premiere of the movie Rough Stuff at the Skyline Drive-In Cinema in Blacktown, New South Wales on 16 March 2017 and the opportunity to be the second vehicle in the 4WD convoy to the Premiere.

6.3. The value of each prize is \$200-\$300.

6.4. The Winners and Runners-Up agree to participate and co-operate as required in all editorial activities relating to the Promotion, including but not limited to being interviewed and photographed. The Winners and Runners-Up grant the Promoters a perpetual and non-exclusive, royalty free licence to use

such footage and photographs in all media worldwide and the Winners, Runners-Up (and their guests) will not be entitled to any fee for such use.

- 6.5. The Winners and Runners-Up agree that they will not sell or otherwise provide their story and/or photographs to any media or other organisation.
- 6.6. The Winners and Runners-Up must, on request by the Promoters, be able to provide evidence which, to the reasonable satisfaction of the Promoters, demonstrates that the Winners and Runners-Up are eligible Entrants and have complied with these terms and conditions.
- 6.7. Prizes are not redeemable for cash.

## **7. NO LIABILITY**

- 7.1. The Promoters are not liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prize/s except for any liability which cannot be excluded by law. Neither are the Promoters responsible for any incorrect or inaccurate information, either caused by the Entrant or for any of the equipment or programming associated with, or utilised in this competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition, including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite failure, theft or destruction or unauthorised access to, or alteration of, Entries, and reserves the right to take any action that may be available.
- 7.2. By entering and participating in the Promotion, the Entrant agrees to hold harmless, defend and indemnify Facebook and the Promoter from and against any and all claims, demands, liability, damages or causes of action (however named or described), losses, costs or expenses, with respect to or arising out of or related to (i) entrant's participation in the Promotion, or (ii) entrant's participation in any Prize related activities, acceptance of a Prize and/or use or misuse of a Prize (including, without limitation, any property loss, damage, personal injury or death caused to any person(s)).
- 7.3. If for any reason, this competition is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the reasonable control of the Promoters, which corrupt or affect the administration, security, fairness, integrity or proper conduct of this promotion, the Promoters reserve the right, in its sole discretion, to disqualify any individual who tampers with the Entry process, take any action that may be available and to cancel, terminate, modify or suspend the competition.

## **8. PRIVACY CONSENT**

- 8.1. To provide you with this Promotion, the Promoters need to collect personal information about you. If you do not provide the information requested, the Promoters may not be able to provide you with the Promotion Entry.
- 8.2. Each Entrant agrees, that subject to the Privacy Act, the Promoters or its agents may do the following:
  - (a) transfer personal information confidentially to the Promoters or other organisations that provide services in relation to this Promotion;
  - (b) publish the names of the Winners and Runners-Up ; and/or
  - (c) use the personal information of the Winners and Runners-Up in any media for publicity purposes associated with the Promotion without any further payment or other compensation.
- 8.3. Entry details remain the property of the Promoters, and their related entities. The Entrant may request access to his or her personal information by emailing [info@roughstuffmovie.com](mailto:info@roughstuffmovie.com)

## **9. PROMOTER'S DETAILS**

9.1. The Promoters are Rough Stuff Pty Ltd, 138A Smith Street, Summer Hill NSW Australia 2130

9.2. This Promotion is a game of skill, and will be judged according to these terms and conditions.