

## **Chobani Dog Bandana Competition - Terms and Conditions**

1. Information on how to enter this promotion, the prize(s) forming part of this promotion, and other rules governing the conduct of this promotion are set out in these terms and conditions (“**Terms and Conditions**”). Participation and submitting an entry in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is open to Australian residents aged 18 years or over.
3. Employees (and their immediate families) of the Promoter and agencies and other third parties associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or stepchild (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
4. The entry period will begin on Monday the 4<sup>th</sup> October 2021 at 12:01 am and will conclude on Sunday the 31<sup>th</sup> of October 2021 at 11.59pm, or until prizes run out, whichever comes first (“Promotional Period”).
5. To be eligible to enter, individuals must reside within Australia and have a valid postal address.
6. To enter, individuals must complete the following entry method during the Promotional Period: post an Instagram static post of your dog enjoying Chobani Daily Dollop using the hashtag #GotChobani and tag Chobani, @ChobaniAu. Multiple entries permitted, subject to the following: (a) each entry must be substantially unique; and (b) each entry must be submitted separately and in accordance with entry requirements.
7. Incomplete or indecipherable entries will be deemed invalid.
8. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant’s identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual 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.
9. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
10. The entries received will be individually judged against all other entries in that Entry Period based on originality and creativity. The judging will commence at L2/ 333 Police Rd, Mulgrave VIC 3170 on Monday 4<sup>th</sup> October 2021 will conclude on Sunday 31 October at 11.59pm, or until prizes run out,

whichever comes first. Winners will be chosen and notified daily. The judges may select additional reserve entries which they determine to be the next best, and record them in order of merit, in case of an invalid entry or ineligible entrant, or in the event the first selected entrant.

11. The winners will be notified by way of a comment on their winning entry or by a direct message to the winner via Instagram. The winner will then be required to contact the Promoter by the time specified in the notification post/message in order to verify their entry and organise acceptance of their prize.

12. The Promoter's decision is final, and no correspondence will be entered into.

13. The 500 best valid entries as determined by the judges during the Promotional Period, will win a Chobani dog bandana valued at \$21.95 RRP. Total prize pool value is \$10,975

14. If for any reason a winner does not take a prize (or an element of a prize) at/by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.

15. If any prize (or part of any 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.

16. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.

17. Entrants agree that they are fully responsible for any materials they submit via the promotion including but not limited to Photographs, audio-visual materials, images, artwork and comments ("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, proprietary, 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) the Content is the original work of the entrant that does not infringe the rights of any third party; (e) they will not submit any Content which may otherwise infringe the Content creator/creators moral rights pursuant to the Copyright Act 1968 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.

18. 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.

19. Entrant's 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.

20. 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 for reasons beyond the reasonable control of the Promoter, 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 entrant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.

21. Any cost associated with accessing the internet or otherwise participating in the promotion is the entrant's responsibility and is dependent on the Internet service provider used.

22. 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.

23. 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) any tax liability incurred by a winner or entrant; or (f) taking/use of and/or participation in a prize. The Promoter is not liable for any technical malfunctions of systems, hardware or equipment or any other issues resulting from an entrants submission of an entry into the promotion.

24. The Promoter collects personal information ("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 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 <https://www.chobani.com.au/privacy-policy/>. 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. Unless otherwise indicated by the Promoter, the Promoter may disclose personal information to entities outside of Australia (see the Promoter's Privacy Policy for details).

25. Entry and continued participation in the promotion is dependent on entrants following and acting in accordance with the Instagram Terms of Use (which can be viewed at <http://instagram.com/legal/terms/>)

26. This promotion is in no way sponsored, endorsed or administered by, or associated with Instagram. The information an entrant provides will only be used by the Promoter for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Instagram. Instagram will not be liable for any loss or damage or personal injury which is suffered or sustained by an entrant, as a result of participating in the promotion (including taking/use of a prize), except for any liability which cannot be excluded by law.

27. The Promoter is Chobani Pty Ltd (ABN 53 096 731 467) of 453-455 Hammond Road, Dandenong South, Victoria, 3175.