# **Terms and Conditions**

## **Promotion, Promoter and Promotion Period**

- 1. These are the terms and conditions for the *Lockwood 90 Kids Colouring Competition* ("**Promotion**"). The Promotion is a game of skill, not chance or luck.
- 2. The Promotion is being run by ASSA ABLOY Australia Pty Limited (ACN 086 451 907) of 235 Huntingdale Road Oakleigh Victoria 3166 ("**Promoter**").
- 3. The Promotion starts at 12am AEST Thursday 1st August 2024 and runs until 11.59pm AEST on Friday September 6th 2024 ("**Promotion Period**"), but note that certain deadlines apply within the Promotion Period in order for entries to be eligible to win prizes as explained in the terms further below. The winners will be announced on Tuesday September 10th 2024.

# Eligibility and requirements/process for entry

- 4. Only Eligible Entrants may enter the Promotion. An "**Eligible Entrant**" is a person who, at the time of submitting an Eligible Entry (defined below):
  - (a) is 12 years of age or younger;
  - (b) resides in Australia;
  - (c) has consent from at least one parent or legal guardian to enter the Promotion;
  - (d) is not a direct family member of an employee of the Promoter.
- 5. To submit an "**Eligible Entry**", an Eligible Entrant must:
  - (a) obtain a copy of the *Lockwood 90 Kids Colouring Competition* colouring-in sheet ("**Colouring Sheet**"), which can be downloaded from the Promoter's website at https://lockweb.com.au/au/en/lp/lockwood-90-kids-colouring-competition;
  - (b) colour-in the Colouring Sheet (note the judging criteria referenced in the terms further below); and
  - (c) have a parent or legal guardian:
    - (1) upload the coloured-in Colouring Sheet at this webpage of the Promoter: <a href="https://lockweb.com.au/au/en/lp/lockwood-90-kids-colouring-competition">https://lockweb.com.au/au/en/lp/lockwood-90-kids-colouring-competition</a> at any time between 12am AEST Thursday 1st August 2024 and 11.59pm AEST on Monday 2nd September 2024 (both times inclusive), and accurately and truthfully complete all the mandatory fields on that webpage including relevant contact information and confirmation of the parent/legal guardian consent to enter;

## -OR-

(2) upload the coloured-in Colouring Sheet to Instagram as a publicly visible post, and tag the Promoter use #Lockwood90, at any time between 12am AEST Thursday 1st August 2024 and 11.59pm AEST on Monday 2nd September 2024 (both times inclusive), following which they will be contacted by a representative of the Promoter who will provide a link to an online form where they must accurately and truthfully complete all the

mandatory fields including relevant contact information and confirmation of the parent/legal guardian consent to enter (this step must also be completed by 11.59pm AEST on Monday 2<sup>nd</sup> September 2024).

in addition to meeting any requirements (and subject to any other terms) set out further below.

- 6. Only one Eligible Entry can be submitted per Eligible Entrant. If:
  - (a) an entry is submitted by a person who the Promoter, acting reasonably, considers is not an Eligible Entrant; or
  - (b) an Eligible Entrant submits more than one entry that, if it had been the only entry submitted by that Eligible Entrant would have been an Eligible Entry, then all entries by that person will be deemed ineligible.
- 7. This is a game of skill. As explained further below.

#### **Prize Winners**

- 8. There will be three individual Prize Winners for this Promotion, determined as follows:
  - (a) On Tuesday 3<sup>rd</sup> September 2024, representatives of the Promoter's marketing team will select the three Eligible Entries they consider are the most creative and artistic ("**Nominated Entries**").
  - (b) Each of the three selected Nominated Entries will be the subject of a post on the *@LockwoodLocks* Instagram page during Tuesday 3<sup>rd</sup> September 2024.
  - (c) The Nominated Entry that receives the most number of likes and comments\* in the period between the time it is posted on that page and 11.59pm AEST on Friday September 6<sup>th</sup> 2024 will be the "**First Prize Winner**".
  - (d) The Nominated Entry that receives the second most number of likes and/or comments\* in the period between the time it is posted on that page and 11.59pm AEST on Friday September 6<sup>th</sup> 2024 will be the "**Second Prize Winner**".
  - (e) The Nominated Entry that receives the third most number of likes and/or comments\* in the period between the time it is posted on that page and 11.59pm AEST on Friday September 6<sup>th</sup> 2024 will be the "**Third Prize Winner**".

    \*Only one comment per Instagram account will count for this purpose.

## **Prize Winners announcement**

9. Each Prize Winner will be notified of their win via email or phone on Tuesday September 10<sup>th</sup> 2024 by a representative of the Promoter, using the contact details provided (for them or their parent or legal guardian) via the relevant Prize Winners' Eligible Entry. The relevant Prize will then be posted to each Prize Winner. The Prize Winners will also be announced on the Promoter's social media pages (Instagram and Facebook).

### Prize

- 10. The First Prize Winner will win:
  - (a) 4 x vouchers for Gold Class cinemas (estimated value up to approx \$160-200 depending on location\*);
  - (b) a \$100 gift voucher to Timezone; and

(c) a \$50 Visa Gift Card.

\*The Promoter will, in their discretion, identify an applicable cinema chain based on location of the First Prize Winner.

Note that Timezone and Visa do not have any other association with this Promotion, and Timezone does not have locations/stores in all States and Territories in Australia. Additionally, Instagram is not in any way associated with the Promotion other than being used by the Promoter for a means of entry/determination of a winner as set out in these terms, and does not sponsor, endorse or administer the Promotion.

- 11. The Second Prize Winner and Third Prize Winer will each win a \$50 Visa Gift Card.
- 12. The total value of the prizes for the First Prize Winner, Second Prize Winner and Third Prize Winner (in aggregate) is \$250 plus the value of the Gold Class cinema vouchers for the First Prize Winner.

## Other terms and conditions

- 13. All persons who submit an entry to the Promotion warrant that they have meet the conditions to be an Eligible Entrant, and agree to provide such information and evidence to the Promoters as they may reasonably request to validate this.
- 14. The Promoter accept no responsibility for any tax implications that may arise from winning a prize. Independent financial advice should be sought where relevant. The Promoter (and Instagram) 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 relating to entering the Promotion or accepting a prize except for any liability which cannot be excluded by law.
- 15. A prize must be taken by the relevant winner as stated and is not transferable to another person or exchangeable for other goods and services and cannot be taken as cash.
- 16. If for any reason a prize is not available, the Promoters will substitute it for another prize of equal or higher value (in our discretion) subject to any required regulatory approval.
- 17. In the event that a Prize Winner entrant cannot be contacted or otherwise (through no fault or delay of the Promoter) provided with their prize within 15 days of being determined as a Prize Winner, their position as Prize Winner will be forfeited, and the Promoter reserves its right to award another Eligible Entrant as Prize Winner in their place on the basis that the Promoter considers that person's Eligible Entry was the next most creative and artistic entry after the Nominated Entries.
- 18. By entering the Promotion, the Eligible Entrant assigns to the Promoter all right, title and interest in all Intellectual Property Rights that the entrant holds both past, present and future of whatsoever nature in and to the Eligible Entry they have submitted with no rights to any additional compensation, reward or financial entitlement. The Eligible Entrant's name may be used in several printed and web based publications.
- 19. Each Eligible Entrant agree to the use of their Eligible Entry either in whole or in part as well as their name for publicity and promotional purposes as required by the

Promoter without entitlement to any additional compensation, reward or financial entitlement.

- 20. In these terms and conditions, words in the singular include the plural and vice versa.
- 21. By entering or attempting to enter the Promotion, the Eligible Entrant warrants that they will not submit or attempt to submit any entry in a manner that, or that contains content that, violates any applicable law or regulation, and acknowledges that any non-conforming entry will not be an Eligible Entry.
- 22. Personal information of each Eligible Entrant (and their relevant parent/legal guardian providing consent to and assisting them to enter) ("PI") will only be collected so as to enable the Promoter to administer and promote the Promotion, its winner and any entrants, including as explained further in these terms. If the Eligible Entry does not supply the required PI the relevant Eligible Entrant cannot enter the Promotion. The PI associated with a Prize Winner may be provided to others assisting, including media, award suppliers and deliverers. Persons with queries about the Promotion may contact a representative of the Promoter at info.au@assaabloy.com, and also use that contact information to request access to any of their collected PI that is still held after an Eligible Entry with which they are associated is lodged.
- 23. Eligible Entrants understand that they (and their relevant parent/legal guardian) may be approached to be interviewed by media in relation to the Promotion in the lead up to, during and/or after the Promotion.
- 24. If requested by the Promoter, each winner must with the consent of their relevant parent or legal guardian participate in all Promotion activity (such as publicity and photography) surrounding the winning of any Prize, free of charge.
- 25. To the extent permitted by law, the Promoter and their respective employees and agents and related bodies corporate, the suppliers of the prize and their employees and agents and related bodies corporate shall not be liable for any claims, losses, damages, injuries, costs and expenses suffered, sustained or incurred (including but not limited to indirect or consequential) as a result of, or arising out of, or in any way connected with this Promotion and/or any prize.
- 26. If for any reason this Promotion is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures, acts of terrorism, or other causes beyond the control of the Promoter which corrupt the administration, security, fairness, integrity or proper conduct of this Promotion, The Promoters reserve the right, in their sole discretion, to disqualify any individual who tampers with the entry process, and, to cancel, terminate, modify or suspend the Promotion.
- 27. WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR SOCIAL MEDIA SIDE (OR PAGES OR PARTS THEREOF) CONNECTED WITH THE PROMOTION, OR TO OTHERWISE UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A BREACH OF THESE TERMS AND CONDITIONS AND MAY BE A VIOLATION OF CRIMINAL OR CIVIL LAWS AND, SHOULD SUCH AN ATTEMPT BE MADE, WHETHER OR NOT SUCCESSFUL, THE PROMOTERS RESERVE THE RIGHT TO SEEK DAMAGES TO THE EXTENT PERMITTED BY LAW.
- 28. Any enquiries concerning this Promotion should be directed by email to ASSA ABLOY Marketing Assistant: info.au@assaabloy.com

- 29. Any dispute connected in any way with the Promotion will be resolved by the Promoter in their absolute discretion. Should there be any conflict between these terms and conditions and other promotional materials supplied by the Promoters these terms and conditions will prevail.
- 30. For the purposes of item 18, the term "Intellectual Property Rights" means any and all intellectual and industrial property rights throughout the world in respect of the entry including all rights conferred under statute, common law or equity in respect of or in connection with:
  - a. any confidential information;
  - copyright (including future copyright and rights in the nature of or analogous to copyright);
  - c. performers protection;
  - d. moral rights;
  - e. inventions (including patents);
  - f. trade marks, service marks and the like;
  - g. designs and software; and
  - h. any other intellectual property as defined in Article 2 of the World Intellectual Property Convention of July 1967, whether or not existing at the date of submission by the entrant of the entrant's entry to the Promotion and whether or not registered or registrable and includes any right to apply for the registration of such rights and includes all renewals and extensions including all rights of a copyright owner as at the date of the entrant entering the Promotion and all additional and/or modified rights recognised or created by the Copyright Amendment (Digital Agenda) Act 2000.