

“OFFICEWORKS #AMAZINGMOMENTS” PROMOTION
TERMS AND CONDITIONS

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
 2. The promoter is Yahoo7 Pty Limited (ABN 60 089 187 100) of Level 2, Pier 8&9, 23 Hickson Road, Millers Point, NSW 2000 (“**Promoter**”).
 3. The sponsor is Officeworks Ltd (ABN 36 004 763 526) of 236-262 East Boundary Road, Bentleigh East, VIC 3162 (“**Sponsor**”).
 4. Entry is only open to Australian residents aged 18 years or over who are a parent or legal guardian of at least one (1) child under the age of 18 years (“**Child**”).
 5. Employees (and their immediate families) of the Promoter, Sponsor and agencies 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 1st cousin.
 6. Promotion commences on 04/01/2016 and closes at 11:59pm AEDST on 31/01/2016 (“**Promotional Period**”).
 7. To be eligible to enter, individuals must take (or have taken) an original and creative photograph of their Child’s special moment that they are proud of (“**Photograph**”). Each Photograph must only feature one (1) Child.
 8. To enter, individuals must then complete one (1) of the following entry methods during the Promotional Period:
 - A. Website or Facebook Entry:
 - a) visit the promotional website at www.yahoo7.com.au/officeworks (“**Website**”) or the Officeworks Facebook Page at www.facebook.com.au/Officeworks (“**Facebook Page**”);
 - b) follow the prompts to the promotion entry page;
 - c) input the requested details (including their full name, a valid email address, telephone number, and postcode);
 - d) upload their Photograph;
 - e) if they wish, explain in 50 words or less what the Photograph is of and why they chose it (*this step is optional*);
 - f) agree to the Terms and Conditions and the Promoter’s Privacy Policy by ticking the relevant tick box; *optionally*, agree to receive future news, special offers and updates, including electronically, from the Sponsor and agree to the [Sponsor’s Privacy Policy and Collection](#) Statement by ticking the relevant tick box; and
 - g) submit the full completed entry form.
 - B. Instagram Entry: upload the Photograph to their Instagram account, including the hashtag “#AmazingMomentsComp” and the mention/tag “@Officeworks” in the caption field. Individuals can also, if they wish, explain in the caption field what the Photograph is of and why they chose it in 50 words or less (*this step is optional*). Individuals must ensure their account is public (not private) to be eligible to participate
- Each entrant warrants to the Promoter that the Photograph and any other content submitted in their entry does not infringe the rights of any third party. All content must comply with and is subject to the provisions contained in clause 19.
9. Incomplete or indecipherable entries will be deemed invalid.
 10. Multiple entries permitted, subject to the following: (a) each Photograph must be substantially unique; and (b) each entry must be submitted separately and in accordance with entry requirements.

11. 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.
12. 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.
13. Entries will be divided into four (4) groups based on the week (i.e. Monday to Sunday) that the entry was submitted ("**Entry Period**"). Entries into each Entry Period will open at 12:00am AEDST on Monday and close at 11:59pm AEDST on the following Sunday, each week of the Promotional Period. This is a game of skill and chance plays no part in determining the winners. The Promoter will judge the entries received in each Entry Period against all other entries in that Entry Period based on the originality and creative merit of the Photograph submitted, and how well the Photograph reflects the promotional theme. The judges may select additional reserve entries in each Entry Period which they determine to be the next best, and record them in order of merit, in case of an invalid entry or ineligible entrant.
14. Winners will be notified within 24 hours of the relevant Entry Period closing date. If a winner entered via the Website or Facebook Page, they will be notified by telephone and email. If a winner entered via Instagram, they will be notified by way of a comment on their winning entry (i.e. the Photograph). If a selected winner does not claim their prize within 48hrs of being notified they are a winner, the prize will be forfeited by that entrant, and will then be awarded to the next best reserve entry from within the same Entry Period.
15. The Promoter's decision is final and no correspondence will be entered into.
16. The best valid entry in each Entry Period, as determined by the judges, will each win a personalised prize for their Child (as pictured in their winning Photograph), valued at up to \$2,500. The exact contents of the prize pack (which will contain a combination of Officeworks products and products sourced outside of Officeworks) will be determined by the Promoter in consultation with the winner, and will be personalised based on the interests/hobbies/passions of the winner's Child. In the event of a dispute between the Promoter and the winner regarding the contents of the prize pack, the Promoter will determine the components of the prize pack in its absolute discretion.
17. Total prize pool value is up to \$10,000.
18. The prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.
19. Entrants agree that they are fully responsible for any materials they submit via the promotion including but not limited to Photographs and comments/explanations ("**Content**"). The Promoter and Sponsor shall not be liable in any way for such Content to the full extent permitted by law. The Promoter and Sponsor 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 or Sponsor may deem in breach of any intellectual property, 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 or the entrant has obtained full prior consent from any person who has jointly created or has any rights in the Content to the uses contemplated by these Terms and Conditions, and the Content does not infringe the rights of any third party;

- (e) they consent to any use of the Content which may otherwise infringe the Content creator's/creators' moral rights pursuant to the *Copyright Act 1968* (Cth) 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 and Sponsor for any breach of the above terms.

- 20. As a condition of entering this promotion, each entrant licenses and grants the Promoter and Sponsor, their 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.
- 21. Entrants consent to the Promoter and Sponsor using their name, likeness, image and/or voice in the event they are a winner (including photo shoot footage, 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 or Sponsor.
- 22. 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 entrant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
- 23. Any cost associated with accessing the Website or Facebook Page is the entrant's responsibility and is dependent on the Internet service provider used.
- 24. 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 and Sponsor (including their respective officers, employees and agents) exclude 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.
- 25. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and Sponsor (including their respective officers, employees and agents) are not responsible for and exclude 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 or Sponsor'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 or Sponsor; (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 a prize.
- 26. As a condition of accepting a prize, each winner may be required to 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.
- 27. By entering this promotion, entrants agree to the Promoter collecting, using and disclosing their personal information for the purpose of conducting and promoting this promotion, in accordance with Yahoo!7's Privacy Policy which is available at <https://info.yahoo.com/privacy/au/yahoo/> which entrants acknowledge they have read and agree to. This privacy policy contains important information

regarding how the Promoter handles entrants' personal information, including how entrants can access and/or correct their personal information, or make a complaint about the handing of their personal information. Additionally, by ticking the relevant opt-in box/es on the Facebook and Website entry pages, (a) entrants agree to the Promoter and its trusted partners using their personal information to help the Promoter communicate with them about offers from the Promoter and its marketing partners (which offers entrants may opt-out of receiving), and they agree to the Promoter disclosing their information to such partners in connection with such purposes and/or (b) entrants agree to the Promoter sharing their personal information with the Sponsor and they acknowledge that the Sponsor will be solely responsible for its use of such information. Unless otherwise indicated by the Promoter, the Promoter may disclose entrants' personal information to entities outside of Australia (for a list of the countries, see the Promoter's Privacy Policy), and cannot guarantee that any overseas recipient will not breach the Australian Privacy Principles. By entering the promotion entrants consent to the overseas transfer on these terms as permitted by the Australian Privacy Principles and agree that the Promoter is not liable in this regard.

28. Entry and continued participation in the promotion via the Facebook Page or Instagram is dependent on entrants following and acting in accordance with the Facebook Statement of Rights and Responsibilities (which can be viewed at www.facebook.com/terms.php) or the Instagram Terms of Use (which can be viewed at <http://instagram.com/legal/terms/>) , as applicable.
29. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram. Entrants understand that they are providing their information to the Promoter and not to Facebook or Instagram. The information an entrant provides will only be used 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 Facebook or Instagram. Facebook and 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.