



# a2 Platinum® Win a Trip to New Zealand Competition

## Promotion

1. Information on how to enter this Competition forms part of these Terms and Conditions.
2. Completion of the Entry Procedure and participation in this Competition is deemed acceptance of these Terms and Conditions.
3. This Competition is being co-ordinated by A2 Infant Nutrition Australia Pty Ltd.
4. Any questions or comments regarding the Competition should be directed to the Competition Email.

## Definitions

5. In these Terms and Conditions and the Competition, the following terms have the meaning set out opposite them:

<b>Competition</b>	a2 Platinum® Win a Trip to New Zealand Competition
<b>Competition Period</b>	Commences at: 01/10/2016 – 9.00am AEST
	Ends at: 04/10/2016 – 5:00 pm AEST
<b>A2 Platinum</b>	A2 Infant Nutrition Australia Pty Ltd A.B.N. 27 161 773 913 of Suite 11, Level 2, 700 High Street, East Kew, Victoria 3102
<b>Eligibility Criteria</b>	persons that: (a) are residents of Australia aged 18 years of age or older; (b) attend the 2016 China e-Commerce Expo Sydney or Melbourne
<b>Entrant</b>	a person that meets the Eligibility Criteria and completes an Entry into the Competition in accordance with these Terms and Conditions
<b>Entry</b>	is the result of completing the Entry Procedure in accordance with these Terms and Conditions and includes all content (which includes without limitation any text, images, photos or videos) that is submitted, uploaded, published, created, communicated or used as part of the Entry Procedure
<b>Entry Procedure</b>	Entrants must: (a) access <a href="https://www.a2nutrition.com.au/win-trip-new-zealand/">https://www.a2nutrition.com.au/win-trip-new-zealand/</a> via QR code (a) complete the entry form and submit via the webpage, (b) accept these Terms and Conditions.
<b>Selection Method</b>	Computer generated selection from database of entries
<b>Maximum Number of Entries</b>	1
<b>Prize</b>	Description of prize:
	<b>First prize:</b> Trip for 2 to New Zealand including: Return economy airfares for 2 2 nights accommodation in Christchurch 3 nights accommodation in Queenstown Day tour of a2 Platinum factory 2 day trips in Queenstown
	<b>Runner up prizes:</b> \$250 gift voucher to David Jones
	Number of prizes available: 6
	Value of prize (AUD): First prize \$8,000 Runner up \$250
<b>Prize Pool Value</b>	Up to an amount of \$ 10,000 AUD
<b>Promoter</b>	Name: A2 Infant Nutrition Australia Pty Ltd
	ACN: 27 161 773 913
	Address: PO Box 180, Kew East, 3102 Australia
<b>Terms and Conditions</b>	means these terms and conditions and includes any variations or amendments
<b>Winner</b>	means a Prize winner selected pursuant to these Terms and Conditions

6. In addition, unless otherwise stated, in these Terms and Conditions and the Campaign:
  - a) All monetary values are in Australian Dollars;
  - b) All values and amounts that appear in these Terms and Conditions are inclusive of GST;
  - c) Headings are for reference purposes only.

## Eligibility

7. Participation in this Competition is only open to those persons who meet the Eligibility Criteria.
8. Employees (and their immediate families) of the Promoter are ineligible to enter. Immediate families includes: spouse, child (natural or adopted), parent, grandparent, siblings, uncle, aunt, niece, nephew or cousin (by blood, marriage or relationship).
9. The Promoter reserves the right, at any time, to verify the eligibility of an Entrant and to disqualify any Entrant that does not meet the Eligibility Criteria.
10. Any costs associated with meeting the Eligibility Criteria must be met by that person and not the Promoter.

## Entry

11. This Competition is a game of chance and skill plays no part in determining the Winner.
12. To enter, eligible persons must complete the Entry Procedure during the Competition Period.
13. Entries not completed in accordance with these Terms and Conditions will be rejected and any late, incomplete, indecipherable or illegible Entries will be deemed invalid. Entries will be deemed accepted at the time of receipt by the Promoter and not at the time of transmission.
14. Entrants are limited to the Maximum Number of Entries. Where an Entrant attempts to submit more than the Maximum Number of Entries, all additional or subsequent Entry(s) will be disqualified and ineligible for a Prize.
15. The promoter reserves the right, at any time, to verify compliance with the Entry Procedure, and to disqualify any Entrant that tampers, interferes or manipulates the Entry Procedure or submits or uploads any material that does not comply with these Terms and Conditions.
16. Errors and omissions may be accepted at the Promoters discretion however failure by the Promoter to enforce any of their rights at any stage does not constitute a waiver of those rights.
17. Any costs associated with applying, entering or participating in the Competition (including internet access and download charges) will be at the cost of the Entrant.
18. If an Entrant would like to remove their Entry from consideration for a Prize, they must request removal via email to the Competition Email which request will be attended to within 1 day of a request being made. Once removed, that Entry will no longer be eligible for a Prize.

## Consents and warranties on entry

19. Entrants agree to their Entry being used by the Promoter in the future and grant them a non-exclusive, royalty-free, perpetual, worldwide, irrevocable and sub-licensable transferable licence to use, reproduce, modify, adapt, publish and display the Entry for any purpose in any media without compensation, restriction on use, attribution or liability. Entrants warrant that they have full authority to grant these rights and will not assert any moral rights in respect of the Entry.
20. Entrants warrant and agree that:
  - a) They will not submit, produce, upload or share any content that contains a virus, is fraudulent, or may be in breach of any intellectual property, privacy or other rights;
  - b) No rights in the Entry have been previously granted to any person, corporation or entity;
  - c) They will obtain full prior consent from any person who has jointly created or has any rights in the Entry or who appears (or who's property appears) in the content forming part of the Entry;
  - d) They will comply with all applicable laws and regulations including without limitation those governing copyright, content, defamation, privacy, publicity and the access of use of others' computer or communication systems.



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21. Without limiting the above, the Entrant indemnifies the Promoter against all loss, damages and costs incurred by the Promoter as a result of any breach of the above warranties.
22. Entrants understand, acknowledge and agree that:
  - a) Their Entry (or parts thereof) may be posted on the Promoter's website and available for public viewing; and
  - b) By participating in this Competition their Entry, information, links or names may be displayed on the Competition webpage.
23. Unless expressly permitted by these Terms and Conditions, participation in this Competition does not entitle any person or Entrant to use any of the Promoter's intellectual property rights (including any trade mark or content) for any purpose.

## Selection

24. At the end of the Competition Period, the database of all valid Entries will auto-generate 6 Winners.
25. All decisions of the Promoter are final and no correspondence will be entered into.

## Prizes

26. The first valid Entry selected will each win First Prize and be a Winner.
27. The First Prize Winner must take the prize in the month of October 2016.
28. The second, third, fourth, fifth, sixth valid Entries selected will each win a Runner Up Prize and be a Runner Up
29. The Winners will be notified by a phone call and email within 10 days of the Prize draw.
30. The total Prize Pool Value for this Campaign is specified in clause 5.
31. The Promoter will use its reasonable endeavours to deliver the Prize to the Winners within 28 days of being selected pursuant to the above clauses.
32. If the Promoter is unable to contact a Winner, or the Winner does not claim their Prize within three (3) months of being notified they are a Winner, then that Winner will forfeit their Prize and no cash or other prize will be awarded in lieu.
33. It is an Entrant's responsibility to notify the Promoter if their personal details change during the Competition Period. If a Winner fails to provide a valid or complete address for delivery of the Prize, or delivery has not been successful to an address provided (after reasonable attempts by the Promoter) the Prize shall be forfeited by the Winner.
34. Prizes are not transferrable or exchangeable and cannot be taken as cash. If any Prize is unavailable, the Promoter may at its discretion substitute the Prize with a prize of equal value.
35. As a condition of accepting a Prize, a Winner may be requested to sign legal documentation as and in the form required by the Promoter including a release and indemnity form.

## Limitation of Liability

36. To the extent permitted by law, the Promoter (and their respective officers, contractors, employees, agents and representatives) will not be liable for any personal injury, loss (including loss of opportunity), damage (including, but not limited to, direct, indirect or consequential loss), cost, expense or claim including but not limited to:
  - a) the Competition;
  - b) any Entry or the Entry Procedure;
  - c) any variation in the value of a Prize;
  - d) any tax liability incurred as a result of being awarded a Prize;
  - e) any Prize that is late, lost, altered, damaged or misdirected; or
  - f) the use of the Prize.

## Variation to Competition

37. The Promoter may in its absolute discretion, but subject to State and Territory laws, modify, suspend, cancel, recommence or extend this Competition by written notice on the Competition webpage as appropriate if:
  - a) for any reason, this Competition is not capable of running as planned due to technical, hardware or software failures or interferences, or changes to third party sites or platforms, which affect the administration, operation, security, fairness, integrity or proper conduct of the Competition;
  - b) the level of interest or participation in the Competition is insufficient or there has been some delay in commencing the Competition; or
  - c) the Entry Procedure, determination of Winners or delivery of Prizes is prevented hindered or affected by any external agent or event beyond the reasonable control of the Promoter.

## Personal Information

38. All Entries become the property of the Promoter.
39. Entrants consent to the Promoter using their information. The information that each Entrant provides will only be used in connection with, or relating to, the administration of this Competition and support of the Promoter's marketing communications and in accordance with these Terms and Conditions.
40. Personal information that may be collected in association with this Competition is dealt with in accordance with the Promoter's Privacy Policy – <https://a2nutrition.com.au/privacy-policy/>

## General

41. If any term or condition of these Terms and Conditions or the application thereof to any person or any circumstance shall be or become illegal, invalid or unenforceable, the same shall be read down, if such reading down is possible, and if found to be impossible, shall be severed and the remaining terms, agreements and conditions shall not be affected.
42. These Terms and Conditions are to be interpreted in accordance with the laws of the State of Victoria and all parties submit to the non-exclusive jurisdiction of the Courts of that State.