

Sultana Bran Full On Moments – Hockey One Grand Final Promotion
Full Terms and Conditions

General

1. Information on how to enter and prizes form part of the Terms and Conditions. Entry into this competition deems acceptance of these Terms and Conditions.
2. To the extent of any inconsistency between these Terms and Conditions and any other reference to this competition, these Terms and Conditions prevail.
3. The Promoter is Kellogg (Aust) Pty Ltd (ABN 30 004 110 105) of 41-51 Wentworth Avenue, Pagewood NSW 2035 (**Promoter**).
4. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. Facebook membership and the use of Facebook generally are subject to the Facebook prevailing terms and conditions of use available at www.facebook.com. Entrants understand that they are providing their information to the Promoter and not to Facebook. Entrants are solely responsible and liable for the content of their entries and any other information they transmit to other internet users via Facebook. To the extent permitted by law, entrants agree to indemnify, defend and forever hold harmless, Facebook and its associated agencies and companies, against any and all losses, actions, claims, costs, expenses and damages (of any nature) which may be incurred by them in respect of their participation in the promotion. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Facebook.

Who can enter?

5. Subject to clause 6, entry is open to all residents of Australia, who are 18 years of age or over at the date of entry with a valid Facebook account and profile and who have fulfilled the requirements in clause 9.
6. Employees, and their immediate families, of the Promoter, associated agencies and companies, contractors or individuals are not eligible to enter this competition. 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 first cousin.

Promotional Period

7. The promotion commences at 9.00am AEDT on 4 November 2019 and closes 5pm AEDT on 11 November 2019 ("**Promotional Period**"). The promotion start and close time and date are subject to change at the Promoter's discretion and all changes will be notified on the Kellogg's Facebook Page (AU).

How to enter

8. During the Promotional Period, Hockey One will publish two (2) separate video posts on the Hockey One (AU) Facebook Page (<https://www.facebook.com/H1League/>) inviting consumers to enter the Promotion; one (1) post relating to Women's Hockey ("**Women's Hockey Post**") and the other post relating to Men's Hockey ("**Men's Hockey Post**") (both collectively referred to as the "**Promotional Posts**").
9. In order to enter the Promotion and be eligible to win a Prize, the entrant must, during the Promotional Period, and by using their personal Facebook account, complete either or both of the following entry options:
 - a. Option 1 (Women's Hockey Post Entry): Specify their Sultana Bran Full On Moments – Hockey One (Women's Hockey) Grand moment of the year for 2019 and explain why this Sultana Bran Full On Moment is the best play of the year in Hockey One - Women's Hockey, in a comment on the Women's Hockey Post.
 - b. Option 2 (Men's Hockey Post Entry): Specify their Sultana Bran Full On Moments – Hockey One (Men's Hockey) Grand moment of the year for 2019 and explain why this Sultana Bran Full On Moment is the best play of the year in Hockey One - Men's Hockey, in a comment on the Men's Hockey Post.
10. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion and will not provide any reasons for rejection. Entries that do not comply with these Terms and Conditions of entry will be deemed invalid and are not eligible to win.

Entry Limits

11. Limit one (1) entry permitted per person on each Promotional Post.

Prizes

12. There are two (2) Prizes to be won.
13. The best valid entry received on the Women's Hockey Post, as determined by the judges based on the Judging Criteria below, will be deemed the winner of the "**Women's Hockey Final Prize**" which is a trip for two (2) people to the 2019 Women's Hockey One Final and includes the following:
 - a. Return economy flights for the winner and a guest, from the winner's nearest capital city of residence to the capital city closest to the Hockey One Women's final location (flights not provided if winner resides in the same State/Territory of the Women's final location);
 - b. One (1) night accommodation with a value of up to AUD\$400; and
 - c. Two (2) VIP tickets to the 2019 Women's Hockey One Final (scheduled to take place on either the 16th or 17th November 2019).

14. The best valid entry received on the Men's Hockey Post, as determined by the judges based on the Judging Criteria below, will be deemed the winner of the "**Men's Hockey Final Prize**" which is a trip for two (2) people to the 2019 Men's Hockey One Final and includes the following:
 - a. Return economy flights for the winner and a guest, from the winner's nearest capital city of residence to the capital city closest to the Hockey One Men's final location (flights not provided if winner resides in the same State/Territory of the Men's final location);
 - b. One (1) night accommodation with a value of up to AUD\$400; and
 - c. Two (2) VIP tickets to the 2019 Men's Hockey One Final (scheduled to take place on either the 16th or 17th November 2019).
15. If the winner lives within the same State/Territory of the Hockey One final location, the winner will also be provided an AUD\$150 petrol voucher to put towards travel to and from the Hockey One final location.
16. Specified date above for the Hockey One finals events may change.
17. Each Prize is valued at up to AUD\$3,000, depending on the winner's exact date and point of departure.
18. Unless otherwise specified in these terms, Prizes are subject to availability, not transferable or exchangeable for cash or any other prize.
19. Prizes are for personal use and must not be purchased or used for commercial purposes.
20. If a Prize (or part of a Prize) is unavailable, for whatever reason, the Promoter reserves the right to substitute the Prize (or that part of the Prize) for a prize of equal or greater value. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the Prize and supplier's requirements. Each Prize must be taken as stated and no compensation will be payable if a winner is unable to use the Prize as stated.
21. The value of the Prize may vary over time, and the Promoter is not responsible for such variations in value.

Judging of Entries

22. This is a game of skill and winners will be chosen on the basis of creativity and originality of their entry submission ("**Judging Criteria**").
23. All valid entries received will be judged against the Judging Criteria at the end of the Promotional Period. Judging of valid entries will be undertaken at the end of the Promotional Period by a Kellogg's representative at 41-51 Wentworth Avenue, Pagewood, Sydney 2035 (NSW).
24. The winners will be notified by Hockey One via a private Facebook message within a reasonable period.
25. The Promoter's decision is final and no correspondence will be entered into.
26. Chance plays no part in determining any winner.

Prize details

27. The winner must be 18 years of age or older. However, they can choose to take a companion under the age of 18 if that companion has obtained parental consent.
28. The Promoter reserves the right to request winners and their companion to sign a winner's deed of release or any other relevant forms or agreements that the Promoter deems necessary, to provide proof of identity, proof of age, proof of residency and/or proof of entry validity in order to claim a Prize. Proof of identification, residency, age and entry considered suitable for verification is at the discretion of the Promoter. In the event that an entrant cannot provide suitable proof, the entrant will forfeit the Prize in whole and no substitute will be offered.
29. The Promoter 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.
30. In participating in the prizes, the winner and their companion 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 entrants agree to granting the Promoter a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide, including online social networking sites, and the winners will not be entitled to any fee for such use.
31. The Promoter will require the winner to provide their full name, their companion's full name, their address and their companion's address within 48 hours for the purpose of fulfilling the prize and organising travel arrangements ("**Necessary Information**").
32. Failure to provide Necessary Information within 48 hours of being requested may, in the absolute discretion of the Promoter, result in invalidation of your entry and forfeiture of any right to a Prize and no correspondence will be entered into.
33. The Promoter may, at its absolute discretion, select alternative valid entries as replacement winners in the event that any entrants selected as a winner cannot satisfy these Terms and Conditions or take a Prize or the winner fails to claim a Prize by the time specified by the Promoter or Hockey One.
34. Winners and their companions must be able to travel on 16th November 2019 and return on 17th November 2019 via travel arrangements as directed by the Promoter (or on dates otherwise specified by the Promoter to comply with the date of the 2019 Hockey One Final).
35. At time of checking into the accommodation, the winner or their companion will be required to provide a valid credit card to the accommodation provider and will be responsible for any additional costs at the accommodation not covered by the Prize.
36. 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.

37. If the winner, after accepting the Prize, is unable to take the prize due to any illness or personal circumstances beyond the winner's control, the winner must immediately notify the Promoter. The Promoter may, at its sole discretion, allow the winner to transfer the prize but the Promoter will not be liable if any part of the prize is unable to be transferred to the person nominated by the winner. In this situation, the Promoter will not be responsible for any increased costs, for example airfare changes. If for any other reason the winner cannot take the prize, they will forfeit their right to the prize.
38. Unless expressly stated in these terms and conditions, all other expenses become the responsibility of the winner and their companion.
39. Prize travel itinerary will be determined by the Promoter in its absolute discretion. The prize is subject to booking and flight availability.
40. Spending money, meals, taxes (excluding airline and airport taxes), insurance, transport to and from departure point, transfers, items of a personal nature, in-room charges and all other ancillary costs, unless otherwise specified in the prize description herein, are not included. Prize is subject to the standard terms and conditions of individual prize and service providers. The winner and his/her travel companion must depart from and return to the same departure point and travel together.

Further Terms and Conditions

41. Incomplete, indecipherable or illegible entries will be deemed invalid.
42. 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, the Promoter reserves the right, in its sole discretion, to modify, suspend, terminate or cancel the Promotion to the full extent permitted by law and subject to any approval or directions from a regulatory authority.
43. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this competition.
44. The Promoter and their associated agencies and companies will not be liable or responsible for any problems or technical malfunction of any telephone network or lines, computer on line systems, servers, or providers, computer equipment, software, technical problems of the phone or of any phone network, or any misadventure, accident, injury, loss (including but not limited to consequential loss) or claim that may occur which is connected with their entry or as a consequence of late, lost or misdirected mail or email.

Privacy Collection Statement

45. The Promoter collects your personal information for the purpose of conducting and promoting this competition (including notifying winners and prize fulfilment).
46. Unless otherwise indicated by the Promoter, the Promoter may disclose personal information to:

- a. entities outside of Australia for storage purposes, in accordance with the Promoter's privacy policy;
 - b. its contractors and agents for the purpose of conducting this Promotion, including choosing and notifying winners; and
 - c. Australian regulatory authorities, such as the regulators of trade promotions.
47. The Promoter will otherwise handle your personal information in accordance with its privacy policy which can be viewed at https://www.kelloggs.com.au/en_AU/privacy-policy.html
48. You may request access or to update your personal information or lodge a complaint by calling on 1800 000 474 or writing to Kellogg (Aust) Pty Ltd of 41-51 Wentworth Avenue, Pagewood NSW 2035.

Intellectual Property, Statutory guarantees, Waiver and liability

49. Entrants agree that they are fully responsible for any materials they submit via the promotion including but not limited to comments, recordings and images (“**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, 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 literary work of the entrant that 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 for any breach of the above terms.
50. 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. Each entrant also agrees to assign all of their rights, title and interest (including copyright) in and to their entry (which shall include Content) to the Promoter, on request by the Promoter, by executing any documentation as provided by the Promoter to confirm such assignment.

51. Winners are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of that Prize.
52. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth), as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia (“**Non-Excludable Guarantees**”).
53. 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 of, participation in and/or use of a Prize.