

TERMS AND CONDITIONS FOR “SYDNEY AIRPORT” KAYLA ITSINES BOOK GIVEAWAY PROMOTION 2017

1. Information on how to enter and prizes form part of these Terms and Conditions.
2. By participating in this “KAYLA ITSINES BOOK GIVEAWAY” Promotion (“**Promotion**”), an entrant is deemed to have accepted these Terms and Conditions. Entries must comply with these Terms and Conditions to be valid.
3. All times stipulated in these Terms and Conditions are based on Australian Eastern Standard Time (**AEST**) or Australian Eastern Daylight Savings Time (**AEDST**) as the case requires.

ELIGIBILITY

4. Subject to condition 5, this Promotion is only open to Australian residents aged 18 years or over that have Facebook profiles which are on public display and contain adequate details to allow the Promoter to identify and contact the entrant.
5. The following persons are ineligible to enter this Promotion:
 - a. employees of: the Promoter, or any of the tenants or retailers at Sydney Airport or any of the Promoter’s agencies that are associated with the Promotion;
 - b. the spouse, defacto spouse, parent, child or sibling (whether natural or by adoption) of an excluded employee; and
 - c. any person who the Promoter has previously notified is not permitted to enter the Promoter’s promotions.

PROMOTION PERIOD

6. This Promotion commences at 31 JANUARY, 2017 at 17:30 PM (AEDST) and ends at 14 FEBRUARY, 2017 at 18:00 PM (AEDST) (“**Promotion Period**”). All entries must be received before the end of the Promotion Period.

HOW TO ENTER

7. To enter this Promotion, eligible individuals must, during the Promotion Period, complete the following:
 - a. Visit the ExperienceSYD Page on Facebook (<https://www.facebook.com/ExperienceSYD>) (“**ExperienceSYD Page**”) and like the Page. For the avoidance of doubt, the entrant must like the Experience SYD Page at the time of judging; and
 - b. Visit the ExperienceSYD Page on Facebook (<https://www.facebook.com/ExperienceSYD>) and comment using 25 words or less on the promotional post to ‘*tell us what*

your 2017 health goals look like'. The promotional post will read: Thanks to our friends @WHSmith we're giving away three copies of Instagram sensation @Kayla_Itsines' first healthy eating and lifestyle book! The Bikini Body 28-Day Healthy Eating & Lifestyle Guide is packed full of nutritious recipes and meal plans to help you reach your optimal health goals. To win a copy, simply tell us in 25 words or less what your 2017 health goals look like. #ExperienceSYD T&Cs apply.

8. One comment on the promotional post of 25 words or less will constitute one entry.

LIMITS ON ENTRY

9. Limit of one (1) entry permitted per eligible person.

JUDGING DETAILS

10. The judging of winners will take place at Central Terrace Building, 10 Arrivals Court, Sydney International Airport NSW 2020 at 10:00 AM (AEDST) on 16 FEBRUARY, 2017. The Promoter reserves the right to choose replacement winner(s) in case of an invalid entry or invalid entrant.
11. The eligible entries of the competition will be judged by a panel appointed by the Promoter, at the Promoter's sole discretion. Each entry will be judged on literary and creative merit. This is a game of skill, and chance plays no part in the determination of the Winner.

WINNER NOTIFICATION

12. Three (3) provisional winners, as determined by the panel of judges in their absolute discretion, will be notified in writing within two (2) business days of the judging via the Experience SYD Facebook page (<https://www.facebook.com/ExperienceSYD>). Winners will also receive a private message via Facebook.
13. The winners must advise the Promoter of their mailing address for receipt of the prize within three (3) weeks of written notification being provided. Failure to provide a mailing address within this time will result in the winner(s) forfeiting the prize(s) and the unclaimed prize(s) being awarded to other entrants in accordance with condition 17 below.

PRIZES

14. Three (3) winners will each receive one (1) copy of Kayla Itsines' book *The Bikini Body 28-Day Healthy Eating & Lifestyle Guide: 200 Recipes and Weekly Menus to Kick Start Your Journey*.
15. The prize includes standard postage.
16. The total prize pool value is \$151.96

UNCLAIMED PRIZE JUDGING

17. The Promoter will conduct an unclaimed prize judging (if required) at the same place as the original judging at 10:00 AM (AEDST) on 09 MARCH, 2017 to award the unclaimed prize(s). This date will be no sooner than three (3) weeks after the original judging. Winners, if any, as determined by the panel of judges in their absolute discretion in accordance with condition 11 above, will be notified in writing within two (2) business days of the judging via the Experience SYD Facebook page (<https://www.facebook.com/ExperienceSYD>). Winners will also receive a private message via Facebook.
18. The unclaimed prize winners must advise the Promoter of their mailing address for receipt of the prize within three (3) weeks of written notification being provided. Failure to provide a mailing address within this time will result in the winner(s) forfeiting the prize(s) and cash will not be awarded in lieu of that prize.

GENERAL

19. Incomplete, indecipherable or illegible entries will be deemed invalid.
20. 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.
21. If for any reason a winner does not take the prize or an element of the prize at the time stipulated, then the prize or that element of the prize will be forfeited and will not be redeemable for cash.
22. If any prize (or part of any prize) is unavailable due to reasons beyond the control of the Promoter, the Promoter in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize of equal value and/or specification, subject to any written directions from a regulatory authority.
23. Total prize pool value is the value indicated in condition 16 above.
24. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
25. Entrants consent to the Promoter using the entrant's 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.
26. 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.

27. 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 against all claims and costs by third parties arising from a breach of the above terms.

28.26. As a condition of entering this promotion, each entrant agrees to assign all of their rights, title and interest (including copyright) in and to their entry (which shall include Content) to the Promoter, and to execute any documents to confirm such assignment. Entries will not be returned to any entrant. As a condition of entering this promotion, each entrant grants to the Promoter a 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.

29. 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. subject to any written directions from a regulatory authority to modify, suspend, terminate or cancel the Promotion, as appropriate.
30. The Promoter's decision is final and no correspondence will be entered into.
31. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
32. Entry and continued participation in the promotion 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.
33. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. Entrants understand that they are providing their information to the Promoter and not to Facebook. 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.
34. 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*, 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**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and its related bodies corporate (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, including but not limited to, where arising out of the following:
- 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; and/or
- f. use of the prize

PRIVACY

35. The Promoter may need to collect and use personal information about each entrant for the purpose of conducting and promoting this Promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, gift suppliers and regulatory authorities. By entering the Promotion, entrants consent to the use of their information as described and agree that the Promoter may, for an indefinite period, unless otherwise advised, use the information (or disclose it to other organisations that may use it) for future promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant and for such other purposes as set out in our Privacy Policy, without any further reference or payment or other compensation to the entrant. Entrants have the right to access, update or correct any personal information being held by the Promoter, by directing that request to the office of the Promoter. All personal details of entrants will be stored in accordance with the Privacy Policy. Upon the claimant's request, information provided will be removed from the Promoter's active marketing database. Information will be removed as soon as reasonably possible in accordance with the Promoter's Privacy Policy and applicable laws. To view the Privacy Policy, please visit <http://www.sydneyairport.com.au/privacy-policy.aspx>. See the Privacy Policy for details on how privacy complaints will be handled. The Promoter uses third party service providers who hold information on servers based in the United States. All entries remain the property of the Promoter.
36. The "**Promoter**" is Sydney Airport Corporation Limited (ABN 62 082 578 809) of Central Terrace Building, 10 Arrivals Court, Sydney International Airport NSW 2020, email: marketing@syd.com.au, telephone: +61 2 9667 6111.