



Avengers DVD Social Media Competition – Terms & Conditions

1. Entry into this competition is deemed acceptance of these terms and conditions.
2. Entry is free and is open to residents of Australia who are 15 years or over. Prizes will be awarded to guardians of any winner less than 18 years of age. Employees and contractors of Promoter and its related companies are not eligible to enter.
3. This is a game of skill and chance plays no part in determining the competition winners. The winners will be chosen by Target Australia.
4. To enter, participants must:
 - (a) Enter the competition through the Target Australia Facebook page by answering the question, posted by Target Australia Facebook on September 22, 2015 at 8.00pm (AEST), in 25 words or less. An individual can enter multiple times.
 - (b) The winners will be the best or most creative answers to the question as chosen by the promoter.
5. Individuals may win only one prize over the competition period. The competition commences on September 22 at 8:00pm (AEST) and concludes on September 28 at 11.59pm (AEST).
6. Prize is one Avengers Age of Ultron DVD. There are ten prizes to be won. The total prize pool is valued at over \$150 AUD (inc GST).
7. A judge will determine the winners on September 30 2015 at the Promoter's office at 12 – 14 Thompson Road, Geelong North, Vic 3215 by judging the best answers based on creativity and skill. Winners will be notified via Facebook by October 2. Winners must advise postal details via private message by October 9 at 11:00am or the prizes may be redrawn. Prize will be posted to the address the entrant provides within 3 weeks of the address being provided.
8. The judge's decision is final and the Promoter reserves the right to verify the validity of entries and entrant, and to either allow or disallow any entrant for any reason it sees fit in its absolute discretion. Entries generated by script, macro, bot, or other automated means are not eligible to enter the competition.
9. The Promoter accepts no responsibility for any late or misdirected entries due to technical disruptions, network congestion or for any other reason.
10. Prize is not transferable or exchangeable, and cannot be redeemed for cash.
11. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the competition entirely, or recommence it on similar conditions at a later date.
12. Entrants must follow and act in accordance with the Facebook Statement of Rights and Responsibilities, which can be viewed at www.facebook.com/terms.php. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. Entrants are providing their information to the Promoter and not to Facebook. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Facebook. Facebook 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, except for any liability which cannot be excluded by law.
13. The Promoter may remove any Content that does not comply with these Terms and Conditions and that the promoter deems in its absolute discretion is not in the spirit of the competition. The Promoter

reserves the right to disqualify any entrant who submits or uploads any material that does not comply with these Terms and Conditions.

14. Entrants warrant and agree that:

- a) they will not submit, produce, share or distribute 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 18 or otherwise unsuitable for publication;
- b) they will obtain prior consent from any person in respect of that person or their property that appears in their Content;
- c) they will obtain full prior consent from any person who has jointly created or has any rights in the Content, to the uses and terms herein;

15. Nothing in these terms limits, excludes or modifies the statutory consumer guarantees or implied warranties under the Competition and Consumer Act 2013 or similar state legislation.

16. **Collecting personal information:** When you enter the competition or if you are selected as a winner and awarded the prize, we collect your personal information, such as first name, last name, state, telephone number, e-mail address and mailing address. Without your personal information, we may not be able to effectively run the competition, select a winner and award the prize. If you wish to access, update or correct your personal information or obtain a copy of our privacy policy, please contact us on 1800 814 788. While we work hard to ensure your personal information is safe and secure, we are not responsible for any unauthorised access to, and disclosure of, your personal information. Nothing in these terms limits, excludes or modifies our obligations under the relevant privacy legislation.

17. **Using your personal information:** We do not use your personal information for any other purpose, except to run the competition, select a winner and award the prize. The prize will be distributed by the supplier, so your name and postal address will be shared with them. If you do not wish to receive marketing and promotional material from us, please contact us on 1800 814 788 or select "unsubscribe" on the marketing and promotional material. We do not sell or rent your personal information to another person for their own marketing and promotional purpose, without your express consent.

18. **Disclosing your personal information:** We may provide your personal information to our service providers, some of whom may be located outside Australia, who assist us with our business, including prize suppliers, data processing, data analysis, online computing, contact centre, legal, accounting, business consulting, auditing, archival, delivery and mailing services. While we believe our service providers also work hard to ensure your personal information is safe and secure, we are not responsible for their conduct. We may disclose your personal information for the following purposes:

- (a) responding to lawful information requests from courts, government agencies and lawyers;
- (b) investigating and dealing with suspected fraud and unlawful activity;
- (c) protecting our lawful interests; or
- (d) in the process of a sale or purchase of us or our business.

19. Winner's names may be published on the Target Australia Facebook page. If you are not willing for these uses or disclosures to occur you cannot participate in the Promotion. Promoter's privacy policy can be viewed at <http://www.target.com.au/corporate/privacy>.

20. The Promoter is Target Australia Pty Ltd (ABN 75 004 250 944), 12-14 Thompson Road, North Geelong VIC Australia 3215. Email: Competitions@target.com.au.