



TERMS & CONDITIONS

Brand	Campaign	Date
APIA	XMAS Recipe Book Competition	06.12.19

PARTICIPATION

1. This competition ("Competition") is conducted by Australian Pensioners Insurance Agency Pty Limited ABN 14 099 650 996 of level 35, 266 George Street, Brisbane 4000 ("Promoter")
2. All entry instructions and prize information published by the Promoter form part of these conditions. By entering, entrants accept these conditions.
3. The Competition is only open to individuals who: (i) are aged 18 years or older at time of entry and live in Australia; and (ii) are not directors, management or employees, or their immediate family members, of the Promoter or its related companies or agencies associated with the Competition ("Eligible Entrant").
4. The Competition entry commences at 9:00am AEDT on 6th December 2019 and closes at 11:59pm AEDT on 16th December 2019 ("the Entry Period").

ENTRY

5. To enter the Competition, an Eligible Entrant must, during the Entry Period:
 - Log on to Facebook; and
 - Visit the Apia Facebook page; and find the competition post:
'Tis the season for giving, so to celebrate, we have three copies of New York Christmas Baking to give away! To enter, simply tell us in 25 words or less: What is your favourite thing to bake at Christmas and why? *Comps ends 16.12.19 T & C's apply; and
 - And tell us in 25 words or less what their favourite thing to bake at Christmas is and why.
6. Limit of one entry per person. Any subsequent entry from the same person after the first valid entry is received will be deemed invalid.
7. Entries must be received by the Promoter during the Entry Period. Entries will be deemed received at the time that the Promoter is satisfied that all necessary requirements under condition 9 have been met and not at the time of submission by the Eligible Entrant. The Promoter takes no responsibility for late, lost, incomplete, incorrectly submitted, illegible or misdirected entries or delays or failures in any equipment or telecommunications service used to administer this Competition.
8. Cost of entry via the internet is free, but internet connection and usage rates may apply. Eligible Entrants should obtain details of such costs from their service providers.
9. Eligible Entrants must submit their internet entry manually. The Promoter may reject internet entries if it reasonably forms the opinion that they have been entered using automated entry means or by use of a competition entry service.
10. Eligible Entrants must create their own entry and only submit an entry in their own name. Entries that are found to have been derived from third party work will be considered invalid and, if awarded a prize, the prize must be returned to the Promoter. Each Eligible Entrant indemnifies the Promoter and its associated companies and agents for any claims, costs, expenses, penalties or damages they incur from reproducing, publishing or otherwise using any works subsequently found to have been derived in any way from any third party works.
11. Each Eligible Entrant warrants and agrees that:
 - a. they have created the entry themselves;
 - b. they are entitled to reproduce and exploit all underlying works in the entry;
 - c. the entry does not, and use or exploitation of the entry by the Promoter (and each of its assignees and licensees) as contemplated by these conditions will not, violate the rights (including copyright and privacy) of any third person;
 - d. the entry has not been previously published in any other medium or forum worldwide;
 - e. they will not submit material that is unlawful, obscene, defamatory, derogatory, abusive, harmful to any person or entity,



- or otherwise inappropriate or offensive; and
- f. they have not granted rights to their entry to any other person which is inconsistent with the rights granted to the Promoter under these conditions.
12. Each Eligible Entrant acknowledges and agrees that the Promoter (and each of its assignees and licensees) has the right, in its absolute discretion, to edit, amend, copy, reproduce, use, publish, broadcast and communicate to the public, the entry in any media including television and the internet, without any further consultation, reference, payment or other compensation. Each Eligible Entrant also agrees that they will not make any claim against the Promoter (or its assignees and licensees) arising from the exercise of these rights, including claims in relation to any moral rights that they may otherwise have.
 13. The Promoter may, in its absolute discretion, declare an entry invalid or disqualify any entrant that tampers with the entry process or benefits from such tampering, submits an entry that is incomplete or not in accordance with these conditions, or otherwise acts in a manner that is disruptive, dishonest or calculated to jeopardise the fair and proper conduct of this Competition.
 14. The Promoter reserves the right to require an entrant to verify the validity of their entry within the requested time, including but not limited to an entrant's identity, eligibility, age and address and to disqualify any entrant who does not satisfy any entry criteria in these conditions. Errors and omissions may be accepted at the Promoter's discretion. Proof considered suitable for verification is at the Promoter's discretion.

JUDGING AND PRIZE(S)

1. This Competition is a game of skill and chance plays no part in determining the winner(s).
2. Competition judging will take place on 17th December 2019 at 266 George street, Brisbane, QLD 4000. All valid entries received during the Entry Period will be judged by the Promoter's judging panel based on originality and creativity.
3. There are three (3) prizes to be won. The Eligible Entrants with the entries judged to be the best will be selected as the winners and the entrants and nominees will receive their prize. Each prize includes 1 recipe book.
4. The total value of the prize pool is \$105.00 inc. GST.
5. Any additional costs not expressly stated, but which may be incurred in acceptance and use of a prize, are the responsibility of the winner.
6. No compensation will be payable if a winner is unable to take any element of a prize as stated, or does not satisfy any conditions of use for any element of the prize (including conditions imposed by event organisers or staff, or other prize providers, such as health, behaviour, age and safety requirements), for whatever reason. Any part of a prize that is not taken for any reason is forfeited and no compensation will be provided.
7. If a prize (or part of a prize) is unavailable for any reason, the Promoter may, in its absolute discretion, substitute alternative goods or services of equal or higher value. The Promoter accepts no other liability or responsibility for any loss incurred by a winner or any other party if a prize (or part of prize) is unavailable for any reason.
8. Other than as expressly stated in these conditions, a prize is non-transferable, non-refundable, non-exchangeable, non-replaceable, and non-redeemable for another prize including cash, except at the Promoter's discretion.

PRIZE WINNER(S)

1. The winner(s) notified are the entrants to this competition.
2. The winner(s) will be notified by the Promoter by commenting on their winning post by 5:00pm AEST on the 17th December 2019. Winners will be required to send a private message to the Apia Facebook page with their contact details by 5:00pm 20th December 2019 to discuss the requirements of the prize. The name of the winner(s) may also be published on the Apia Facebook page.
3. The prize details and requirements will be communicated to you via Facebook, email or phone within 24hrs of receiving verification to your entry through Facebook.



4. The prize(s) will only be awarded following any winner validation and verification that the Promoter requires in its sole discretion.
5. If: (i) a prize is not claimed by a winner or the Promoter has been unable (despite reasonable efforts) to successfully contact the winner; or (ii) a winner is determined by the Promoter to be ineligible to win a prize in accordance with these conditions, the relevant prize will be forfeited, and the entry judged as the next best will be the winner of the prize. Any resulting winner(s) will be notified by as above. That process will be repeated if required.

GENERAL

1. If for any reason this Competition is not capable of running as planned, or is interfered with or disrupted in any way (including by vandalism, power failures, natural disasters, acts of God, weather event, civil unrest, strikes, computer bugs or viruses, tampering or technical failures), the Promoter reserves the right to cancel, terminate, modify or suspend the Competition, or invalidate any affected entries.
2. The Promoter assumes no responsibility for: (i) any error, omission, interruption, or delay in the operation or transmission of any communication sent to (or by) the Promoter or any entrant whether caused by problems with communication networks or lines, computer systems, software or internet service providers, congestion on any carrier network or otherwise; (ii) any theft, destruction or unauthorised access to, or alteration of such communications; (iii) any problem with, or technical malfunction of, any computer system or other equipment used for the conduct of the Competition; (iv) any incorrect or incomplete information which may be communicated in the course of the administering this Competition (whether as a result of one of the foregoing causes or otherwise); or (v) any delay in delivery (when not directly caused by the Promoter or its supplier), or failure of safe delivery of a prize.
3. All of the Promoter's decisions in relation to all aspects of this competition are final and no correspondence will be entered into. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
4. A winner accepts a prize at their own risk. Any tax liability arising as a result of accepting a prize is the responsibility of the winner. Independent financial advice should be sought.
5. To the full extent permitted by law, the Promoter, its associated companies and agencies and any of their personnel (the "**Relevant Parties**") exclude all liability for any loss (including any damage, claim, injury, cost or expense) which is suffered or incurred by any Eligible Entrant in connection with the Competition or a prize, including without limitation: (i) any indirect, special, economic or consequential loss; (ii) any loss arising from the negligence of a Relevant Party; and (iii) any liability for personal injury or death. To the extent that such liability cannot be excluded by law, it is limited to the minimum allowable by law.
6. The winner(s) must, at the Promoter's request, participate in all promotional activity (such as publicity and photography) surrounding winning a prize, free of charge, and consent to the Promoter using their name, likeness, image and/or voice (including any photograph, film and/or recording of them) in promotional material in any media at any time without notification or compensation, financial or otherwise.
7. Each entrant completely releases Facebook from any and all liability in relation to this Competition, and acknowledges that this Competition is in no way sponsored, endorsed or administered by, or associated with, Facebook.

PRIVACY STATEMENT AND MARKETING CONSENT

1. Entrants' personal information is collected from entrants by or on behalf of the Promoter to enable the Promoter and its agents to manage, administer and promote the Competition and, where applicable, publicise the winner(s). The personal information may also be provided to persons assisting the Promoter, including prize suppliers and deliverers, marketing agencies and IT providers, media outlets and related companies. The winner's name may also be published at www.facebook.com.au/apia. By participating in the Competition, Eligible Entrants consent to these uses and disclosures of their personal information.
2. If an Eligible Entrant does not provide the personal information the Promoter requests, the Promoter may not be able to enter them into the Competition. All personal information is handled in accordance with these conditions and the Promoter's Privacy Policy. Information about how to access or correct the personal information that the Promoter holds about you, or complain, can be found in the Promoter's Privacy Policy available online at www.apia.com.au/privacy.html.

