

Trade Promotion: Game of Skill Schedule to Conditions of Entry

Promotion Name	Skip venues: Win the ultimate 'Melbourne Cup Carnival Package'
Promoter	Australian Local Search Pty Limited, trading as Skip (ABN 109 826 351) of 222 Lonsdale Street, Melbourne, VIC, 3000.
Relevant State(s)	Victoria
Promotion Period	The Promotion starts at [6am] on [16/10/17] [AEST]. The Promotion closes at [5pm] on [30/10/17] [AEST]. No entries will be accepted after this time.
Entry Restrictions	Entry is open to Victorian Skip venues only.
Verification Requirements	If requested by the Promoter, winners must prove that they are an authorised representative of the winning venue, aged 18 years or older as at the commencement of the Promotion.
Entry Procedure	<p>To enter, entrants must, during the Promotion Period:</p> <ul style="list-style-type: none"> encourage their customers to download Skip and order their first coffee via the app at their venue; and the venue's customers must (1) be first time Skip users and (2) use the promotional code: CUPDAY at check-out. <p>Venues whose customers use the promotional code above during the Promotional Period will automatically be entered into the Promotion.</p>
Maximum Number of Entries	One per venue.
Judging Criteria	The venue which receives the most number of first-time Skip users using the promo code: CUPDAY, will be the winner.
Judging Details	Date: Tuesday the 31 st of October, 2017
	Time: 10am
	Location: Skip 530 Collins Street, Melbourne, 3000 VIC

Prize Details	Type	Prize	No. Available	Value of each Prize (RRP)
	Major	<p>The prize includes:</p> <ul style="list-style-type: none"> • return helicopter flights for the winner and their guest from Melbourne CBD to Flemington Racecourse on Emirates Melbourne Cup Day; • entry for the winner and their guest to Flemington Racecourse on Emirates Melbourne Cup Day with a complimentary dining package; • a photo with the Melbourne Cup Trophy; and • a tour for the winner and their guest of Flemington racecourse, including the mounting yard. 	1	\$3,990 +
Prize Restrictions (if any)	Travel prizes: The prize must be booked and completed as specified by the Promoter or by the supplier of the prize. The prize is subject to booking and availability, and any terms and conditions imposed by the relevant providers. All costs associated with the prize which are not expressly stated in the Prize Details are the responsibility of the winner.			
Total Prize Pool	\$3,990 + (including GST).			
Notification & Publication of Winners	Winners will be notified by email and phone within 2 business days of selection. The winner's name will be published on the [insert website or Facebook page] on [insert date].			
Prize Claim Date	[2017-10-11]. If a prize is not claimed by this date, it will be forfeited and the prize will be awarded in accordance with the unclaimed prize arrangements below.			
Unclaimed Prize Arrangements	In the event of an unclaimed prize, the prize will be awarded to the venue which received the second most number of first time Skip user coffee orders using the promo code: CUPDAY.			

Trade Promotion: Game of Skill

Conditions of Entry

1. These Conditions of Entry incorporate and must be read together with the Schedule for this Promotion. The Schedule prevails to the extent of any inconsistency with these Conditions of Entry. Participation in the Promotion constitutes acceptance of these Conditions of Entry.
2. Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, except where stated otherwise.

Who can enter

3. Entry to the Promotion is open to residents of the Relevant State/s who meet the Entry Restrictions (if any). Entrants under 18 years of age must have the consent of a parent or guardian to enter.
4. Directors, management, employees, officers and contractors (and their immediate families) of the Promoter or of the agencies or organisations associated with this Promotion are ineligible to enter. "Immediate families" means spouse, parent, natural or adopted child, and sibling (whether natural or adopted by a parent), whether or not they live in the same household as the director, manager, employee, officer or contractor.

How to enter

5. The Promotion will be conducted during the Promotion Period. To enter the Promotion, entrants must complete the Entry Procedure during the Promotion Period.
6. Entries may only be submitted in accordance with the Entry Procedure and will not be accepted by the Promoter in any other form. Computer generated or other automated entries will not be accepted. Once submitted, entries may not be altered or deleted.
7. Entrants may enter the Promotion up to the Maximum Number of Entries. Multiple entries (where permitted) must be submitted separately and must each separately meet any product purchase requirement specified in the Entry Procedure (if applicable).
8. Entries must be received by the Promoter during the Promotion Period. Online, SMS and other electronic entries are deemed to have been received at the time of receipt into the promotion database and not at the time of transmission by the entrant.

Content of entries

9. Entrants must take full responsibility for the content of their entry and for ensuring that their entry complies with these Conditions of Entry. For the purposes of these content requirements, "entry content" includes any content (including text, photos, videos and email messages) that entrants submit, upload, transmit, publish, communicate or use in connection with their entry into the Promotion.
10. Incomplete and ineligible entries will be deemed invalid. Entries will also be deemed invalid if they breach these Conditions of Entry as determined by the Promoter in its sole discretion or any other content guidelines notified by the Promoter during the entry process for the Promotion.
11. Entries must be the entrant's original work. The Promoter reserves the right to verify, or to require the entrant to verify, that the entry is the entrant's original work. If an entry cannot be verified to the Promoter's satisfaction, the entry will be deemed invalid.
12. An entrant's entry must not include:
 - a) any image or voice of any other person without that person's express consent. Entrants warrant that if any such content is included, they have obtained the express consent of the relevant person;
 - b) any content that contravenes any law, infringes the rights of any person or is obscene, offensive, potentially defamatory, discriminatory, indecent or otherwise objectionable or inappropriate (which includes, without limitation, any content involving nudity, malice, excessive violence or swearing); and
 - c) any literary, dramatic, musical or artistic work, any audio-visual or sound recording, or any other item in which copyright subsists, unless the entrant is entitled to do so. If an entrant has any doubts about whether they have the right to include any content (for example, recorded music) they must not include it. By including any such content in their entry, the entrant warrants that they have the permission of the relevant copyright owner to do so and that this permission allows the Promoter to use the entry in accordance with these Conditions of Entry.
13. The Promoter may, in its absolute discretion, edit, modify, delete, remove or take-down any part of an entrant's entry.
14. By submitting an entry to the Promotion, each entrant agrees to assign all rights in the entry to the Promoter and consents to the Promoter using the entry in any manner the Promoter wishes (including modifying, adapting or publishing the entry, whether in original or modified form, in whole or in part or not at all), by way of all media, without payment to the entrant (of royalties, compensation or otherwise). By submitting an entry, each entrant consents to any dealings with the entry that may otherwise infringe their moral rights in the entry. The Promoter may copy any content submitted as part of an entry, cause the content to be seen and/or heard in public, and communicate the content to the public. It may also allow third parties to do these things.

Facebook promotions

15. If the Promotion is conducted via the Facebook Platform:
 - a) Entrants acknowledge that the Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook.
 - b) Entrants acknowledge that any information they provide in connection with the Promotion is provided to the Promoter and not to Facebook.
 - c) Any questions, comments or complaints regarding the Promotion will be directed to the Promoter, not to Facebook.
 - d) Entrants release Facebook and its associated companies from all liability arising in respect of the Promotion.

How winners are determined and notified

16. The Promotion is a game of skill; chance plays no part in determining the winners. Each valid entry will be individually judged (by representatives of the Promoter) based on, amongst other things, the Judging Criteria. The judges' decisions are final and no correspondence will be entered into.
17. Judging will be conducted in accordance with the Judging Details. The best valid entry or entries (as applicable) will be awarded a prize in accordance with the Prize Details.
18. If a winning entry is deemed not to comply with these Conditions of Entry, the non-complying entry will be discarded and a new winner of the prize will be determined by selecting the next best ranking entry (as determined by the Promoter in its sole discretion).
19. Winners will be notified as specified in the Schedule. The Promoter and the companies and agencies associated with this Promotion may also publish the name and State/Territory of winners on their website(s) and in trade publications. By entering this Promotion, each entrant requests that his or her full address not be published.

Prizes

20. The prize(s) are specified in the Prize Details. The prize(s) are subject to any restrictions specified in the Schedule. The total prize pool is specified in the Schedule.
21. If the one of the people taking or participating in a prize is under 18 years of age, a parent or legal guardian of that person must be present for the duration of the prize, as one of the participants.

Claiming prizes

22. Prizes must be claimed by the Prize Claim Date in accordance with any claim instructions set out in the Schedule.
23. If a prize is not accepted or claimed by the Prize Claim Date, the relevant winner's entry will be deemed invalid and the Promoter reserves the right to distribute the unclaimed prizes to the next best ranking entry or entries (as applicable), as determined by the Promoter in its sole discretion. Winners of unclaimed prizes will be notified in writing.

General bits (boring but important)

24. The Promoter accepts no responsibility for any problems or technical malfunction of any communication network or for any late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. The Promoter has no control over telephone communications, networks or lines and accepts no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise. The Promoter is not liable for any consequences of user error including (without limitation) any costs incurred.
25. The Promoter may, at its sole discretion, declare any or all entries made by an entrant invalid, and prohibit further participation by an entrant in this Promotion, if the entrant:
 - a. fails to verify their personal details and/or eligibility to enter the Promotion to the Promoter's satisfaction;
 - b. tampers with or benefits from any tampering with the entry process or the operation of the Promotion;
 - c. submits an entry which in the Promoter's opinion is not in accordance with these Conditions of Entry;
 - d. acts in a disruptive manner or with the intent to annoy, abuse, threaten or harass any other person; or
 - e. engages in conduct in entering the Promotion which in the Promoter's opinion is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter. This includes where entrants share receipts or product labels to enter the Promotion or where entrants use multiple names or addresses to register multiple entries.
26. Entrants must comply with the Verification Requirements. The Promoter may require entrants to provide these to the Promoter or its agent as part of the entry verification or prize claim process. Failure to provide these to

the Promoter's satisfaction will result in the relevant entry being declared invalid (and, at the Promoter's discretion, in all of the entrant's entries being declared invalid).

27. All entries will be the property of the Promoter and will not be returned.
28. Prizes are not transferable or exchangeable and, except for cash prizes, cannot be redeemed for cash or any other form of compensation. The value of each prize is accurate as at the time of preparation of this material. The Promoter accepts no responsibility for any variation in the value of a prize after that date. If a prize is unavailable for any reason, the Promoter may substitute it for another item of equal or higher value, subject to the approval of the relevant authorities in the Relevant State(s), if required. If a winner does not take an element of a prize at the time stipulated by the Promoter, then that element of the prize will be forfeited by the winner and neither cash nor any other form of compensation will be supplied in lieu of that element of the Prize. The Promoter accepts no other liability or responsibility for any loss incurred by a winner or any other party if any prize (or any part of a prize) is unavailable for any reason.
29. If requested by the Promoter, entrants and winners (or their companion(s), if applicable) must sign (or procure that their parent/guardian signs) an indemnity and exclusion of liability form provided by the Promoter, in favour of the Promoter and all parties involved in this Promotion and/or providing the prize, before they participate in the Promotion and/or the prize. If they or their parent/guardian do not sign that form within the time specified by the Promoter, they will not be able to participate and the relevant entrant's or winner's entry or claim will be deemed invalid.
30. If requested by the Promoter, entrants and winners (and their companion(s), if applicable) must participate in all promotional activity (such as publicity and photography) surrounding this Promotion or their winning of a prize, free of charge, and they consent to the Promoter and its associated companies and agencies using their name and image in promotional material.
31. If for any reason any aspect of this Promotion does not or is not capable of running as planned, including by reason of infection by computer virus, network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any cause beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion, or invalidate any affected entries, subject to the approval of the relevant authorities in the Relevant State(s), if required.
32. The Promoter's decisions in connection with the Promotion are final and no correspondence will be entered into.
33. Entrants acknowledge that there may be inherent risks in some aspects of the Promotion or the prize and that participation in the Promotion or the prize may involve participating in dangerous activities. By entering this Promotion and/or accepting the prize, entrants accept that risk for themselves and for their companion(s) (if applicable).
34. The Promoter, its associated agencies and companies and the agencies and companies associated with this Promotion (including Facebook, if the Promotion is conducted via a Facebook Platform) will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this Promotion or accepting or using a prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
35. The Promoter and its associated agencies and companies will not be liable for any damage to or delay in transit of prizes.
36. The Promoter may at its absolute discretion prohibit an entrant's participation in this Promotion, cancel or suspend a prize or other cease to provide any prize to a winner if the entrant or winner (or any companion) is (in the Promoter's opinion) under the influence of alcohol or drugs, behaves aggressively or disruptively, or behaves in a manner which may diminish the good name and reputation of the Promoter or its products and brands, or is contrary to law or is otherwise inappropriate.
37. The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought. Where the operation of this Promotion results in, for GST purposes, supplies being made for non-monetary consideration, entrants agree to follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
38. The information entrants provide will be used by the Promoter for the purpose of conducting this Promotion. The Promoter may disclose entrants' personal information to companies and agencies connected with this Promotion and to relevant authorities in the Relevant States, and the winner's name and State/Territory of residence may be published in accordance with these Conditions of Entry and as required under relevant legislation. The Promoter's privacy policy is available at <https://www.truelocal.com.au/cms/privacy-policy>.