

WORLD ANIMAL PROTECTION SLOTH COLOURING COMPETITION

Conditions of Entry

1. Information on this competition, including on how to enter and the prize on offer (**Promotion**), form part of these Conditions of Entry.
2. By participating in this Promotion, each participant fully and unconditionally agrees and acknowledges that these terms and conditions are binding. Entry into this Promotion deems acceptance to these Conditions of Entry.
3. This Promotion is a game of skill and chance plays no part in determining the winner. Each entry will be judged individually based on the criteria specified in these Conditions of Entry.
4. The Promoter of this Promotion is World Animal Protection Limited (ABN 19 083 297 027) of Level 1, 39 Chandos Street, St Leonards, NSW 2065, Australia (**Promoter**).

Eligibility

5. Entry to the Promotion is open to residents of New Zealand and any state or territory in Australia who have fulfilled the requirements set out in these Conditions of Entry (**Eligible Entrant**), and who are aged either 15 years old or above. Entrants under 15 years of age are not eligible to enter the Promotion.
6. Entrants who are aged between 15 and 17 years of age (inclusive) must have the consent of a parent or guardian to enter.
7. Employees and contractors of the Promoter and their immediate families are ineligible to enter.

When and how to enter

8. The Promotion commences at 9 am on 4 October 2017 (AEST) and closes at 11.59pm on 17 October 2017 (AEST) (**Promotion Period**). The Promotion will be conducted during the Promotion Period.
 9. Eligible Entrants may enter the Promotion by:
 - a. downloading an entry form and drawing (in PDF format) sketched by artist Nathan Ferlazzo
 - b. colouring in the drawing (by hand);
 - c. uploading the coloured-in drawing to Instagram, Twitter or Facebook – adding #notentertainers and tagging World Animal Protection and Marini Ferlazzo.
- (Entry Procedure).**
10. To enter the Promotion, entrants must complete the Entry Procedure during the Promotion Period.
 11. Entries may only be submitted in accordance with the Entry Procedure and will not be accepted by the Promoter in any other form.
 12. Eligible Entrants may enter the Promotion once only.
 13. Entries must be received by the Promoter during the Promotion Period. Online 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.
 14. Entrants are required to 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 and email messages) that entrants submit, upload, transmit, publish, communicate or use in connection with their entry into the Promotion.
 15. 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.
 16. In the event that an account with the Promoter is held in joint names, the Eligible Entrant will be the person first named on that account.

Determining and notifying winners

17. The winning entry will be determined as judged by a panel of judges appointed by the Promoter (collectively, the **Judges**). Artist Nathan Ferlazzo will be one of the Judges on this panel.
18. Each entry submitted by Eligible Entrants will be reviewed by the Judges against a judging criteria of originality, imagination, skill and creativity. This will take place at the Promoter's premises on 18 October 2017 at 5pm.
19. The Eligible Entrant that submits the winning entry will be declared the winner (the **Winner**) and will win the prize, as outlined below (the **Prize**).
20. The Judges' decision will be final and no correspondence will be entered into.
21. The Winner will be notified by electronic message on 20 October 2017. Their name will also be published online at worldanimalprotection.org.au on 20 October 2017.
22. 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.
23. An entrant's entry must not include:
 - a. any image 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 or artistic work, 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, 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.
24. The Promoter may, in its absolute discretion, edit, modify, delete, remove or take-down any part of an entrant's entry.
25. By participating in this Promotion each participant grants the Promoter a perpetual, non-exclusive, transferable, irrevocable, royalty-free, worldwide licence to use, reproduce, publish, distribute and disseminate all intellectual property rights in entries that are capable of being assigned to the Promoter and consents to the Promoter reproducing or editing and adapting any entry, if the Promoter wishes, in broadcast, electronic and print media, newsletters, in the Promoter branch merchandising and related marketing activities in whole or in part without attributing that Entry to the person who created it.

Prize

26. The total prize value for the Promotion is approximately \$225 (including GST).
27. The Prize value may change, depending on the content of the pack. The promoter accepts no responsibility for changes in the prize value between now and the prize redemption date.
28. There will be one (1) Winner and one (1) Prize. The Prize the Winner will receive will consist of the following:
- a. 1 x Sloth 297 x 420mm Limited Edition Print
 - b. 1 x 2018 A5 Wild at Heart Calendar;
 - c. 1 x Sloth Greeting Card Set (6 cards);
 - d. 1 x Wildlife Bookmark Set (8 bookmarks)
29. The Prize is not transferable, exchangeable, or redeemable for cash.

Claiming the prize

30. The Prize must be claimed by 10 November October 2017 (**Prize Claim Date**).
31. 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 prize to the next Eligible Entrant as judged by the Judges. The Winner of the unclaimed prize will be notified and have their name and State/Territory of residence published on worldanimalprotection.org.au and worldanimalprotection.org.nz on 17 November 2017.

General

32. The Promoter collects personal information from all participants in order to conduct the Promotion. By participating in this Promotion, it is necessary for you to submit personal data and for the Promoter to process this personal data. Entry to the Promotion and eligibility to be awarded the prize is conditional on providing the personal data requested. Upon accepting these Conditions of Entry, you consent to your personal data being collected, stored, processed and used by the Promoter for the duration and handling of the Promotion and awarding of the prize. Unless agreed upon otherwise, the collection, use and processing of personal data is conducted in accordance with the uses and disclosures in these terms and conditions and the Promoter's privacy policy which can be viewed at worldanimalprotection.org.au/privacy-policy
33. If the personal information requested is not provided, the participant may not participate in the Promotion or claim a prize and their entry may be discarded. It is a condition of entry into the Promotion that the winner consents to the publication of their name and city of origin in any advertisements or articles relating to the Promotion or the prize, and participates in any media releases which may include photographs of the winner by the Promoter or any of its affiliates. By entering this promotion, participants consent to the use of their names and likenesses in this manner.
34. Nothing in these terms and conditions is intended to exclude, restrict or modify any right or remedy, or any guarantee, warranty or other term or condition, implied or imposed by any legislation which cannot lawfully be excluded or limited. This may include the Corporations Act 2001, the Competition and Consumer Act 2010, Australian Consumer Law or any equivalent State or Territory legislation. If any guarantee, warranty, term or conditions implied or imposed under the Australian Consumer Law or any other applicable legislation in relation to any prize awarded under these terms and conditions cannot be excluded (a **Non-Excludable Provision**) and the Promoter is able to limit the remedy for a breach of the Non-Excludable Provision, then the liability of the Promoter for breach of the Non-Excludable Provision is limited to one or more of the following at the Promoter's option:
- a. the replacement of the prize or the supply of an equivalent prize,
 - b. the repair of the prize,
 - c. the supplying of the prize again,
 - d. the payment of the cost of replacing the prize or of acquiring an equivalent prize,
 - e. the payment of the cost of having the prize repaired; or
 - f. the payment of the costs of having the prize supplied again.

35. The Promoter will not be responsible for any problems or technical malfunction of any computer online systems, servers or providers, computer equipment, software, failure of any email or entry to be received by the Promoter on account of technical problems or traffic congestion on the Internet.
36. If this Promotion is not capable of running as planned for any reason (including but not limited to failure or malfunction of any computer equipment by reason of infection by computer virus, power failure, bugs, tampering, unauthorized intervention, fraud, or technical failures or any other causes which corrupt or affect the administration security, fairness, integrity or proper conduct of this Promotion), the Promoter reserves the right in its sole discretion to disqualify any individual who undermines the integrity or fair running of the Promotion for other entrants, including by tampering with the entry process, and, after consulting with the relevant legislative authorities, to cancel, terminate, modify or suspend the Promotion.