
The Greater Union Organisation Pty Ltd (“Promoter”)

My Choc Top (“Promotion”) Conditions of Entry

1. Information on how to enter the Promotion and the prize form part of these Conditions of Entry.
2. Entry into this Promotion is deemed to be acceptance of these Conditions of Entry.

The Promotion is open to individuals who:

- i. are residents of Australia (excluding Victoria & Tasmania); and
- ii. are 16 years old or over; and
- iii. are not employees (or immediate family of such employees) of the Promoter, or any of their related corporations or any of the agencies associated with the Promotion (including suppliers of the prize); and
- iv. have not been discovered to have breached these Conditions of Entry or the Conditions of Entry of previous contests run by the Promoter, (“Entrants”).

If an entrant is under 16 years of age they must seek their parent or guardian's permission prior to entering the Promotion.

Immediate family members means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child, parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.

3. By entering this Promotion, Eligible Participants agree to be bound by these terms and conditions. The Promoter reserves the right to verify the validity of entries and to disqualify any entrant who tampers with the entry process or who submits an entry that is not in accordance with these Conditions of Entry. It is condition of entry that Eligible Participants are able to accept the prizes as stated. Inability to accept the prize as stated, on the dates indicated, will deem the participant an ineligible entrant and the prize won will be forfeited.
4. All prices stated are in Australian dollars, represent the recommended retail price (“RRP”) and include GST. All references to times and dates are to times and dates in Sydney, which may be Australian Eastern Standard Time (**AEST**) or Australian Eastern Daylight Saving Time (**AEDT**) depending on the date. All times are stated using the 24-hour clock.

KEY DATES

5. The Promotion commences on **Thursday 15 December 2016** at 09:00 (AEDT) and concludes on **Wednesday 18 January 2017** at 23:59 (AEDT) (“**Promotion Period**”).
6. No responsibility will be taken by the Promoter for any ineligible or lost entries or entries submitted or received by the Promoter after the closing date. Entries that do not comply with these terms and conditions are incomplete, or submitted or received by the Promoter after the closing date will be declared void.
7. All entries will be judged by the Promoter individually on their merit.
8. Three Finalists will be announced at 12:00 (AEDT) on **Monday 23 January 2017**, at Event Hospitality & Entertainment, 478 George St, Sydney NSW 2000.
9. The three Finalists will be notified immediately by telephone and in writing by email relying on contact details provided by the entrant.

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10. The Finalists will have their Choc Tops on sale at participating Event, Greater Union, Birch Carroll & Coyle and GU Film House Cinemas on **Monday 27 February 2017**.
 11. The Participant who designs the highest selling Finalist Choc Top between **Monday 27 February 2017** and **Monday 27 March 2017** will be awarded the Major Prize. The winner will be announced at 12:00 (AEDT) on **Tuesday 28 March 2017**, at Event Hospitality & Entertainment, 478 George Street, Sydney NSW 2000.
 12. The winner of the Major Prize will be notified immediately by telephone and in writing by email relying on contact details provided by the entrant.
 13. **UNCLAIMED PRIZE DRAW:** The Promoter reserves the right to re-award the Major Prize in the event of an entrant failing to comply with these terms and conditions or forfeiting or not claiming the prize by 6pm (AEDT) on **Tuesday 28 March 2017**. If the Major Prize remains unclaimed by that date, a second winner will be announced at 12.00pm (AEDT) on **Wednesday 29 March 2017** at the same location as the original announcement. Disposal of the unclaimed prizes may be made subject to any written directions given by any government authority and pursuant to any relevant legislation. The unclaimed prize draw winners will be contacted by phone and email immediately.

HOW TO ENTER

14. To enter the Competition an Entrant will be required to:
 - i. Visit www.mychoctop.com.au to complete the online entry by designing and naming their own choc top and entering their contact details.
 - ii. Entrants may enter as many times as they wish to.
15. Any cost associated with accessing the Promotion website is the Entrant's responsibility and is dependent on the Internet service provider used.
16. All entries will be judged by the Promoter individually on their merit.

ENTRY REQUIREMENTS & VERIFICATION

17. Entrants may enter the Promotion multiple times.
18. The Promoter may, at their absolute discretion, disqualify any Entrant and declare any or all entries made by an Entrant invalid if Entrant/s:
 - i. Tamper with the entry process, including use of any automated entry software or any other mechanical or electronic means that permit the Entrant to automatically enter repeatedly; or
 - ii. Shares proof of purchase requirements in order to gain a competitive advantage over other Entrants; or
 - iii. Tampers with the operation of the Promotion or web site or found to be using multiple aliases, household addresses or email addresses; or
 - iv. Acts in a disruptive manner; or
 - v. Fails to establish their entitlement to enter the Promotion to the Promoter's reasonable satisfaction; or
 - vi. Fails to produce items as required or produces items that, in the Promoter's opinion, are illegible, stolen, forged, reconstructed, altered, incomplete or tampered with in any way; or
 - vii. Acts in violation of these Conditions of Entry.

ENTRY DETAILS

19. Entrants can only enter in their own name.
20. Entries are deemed to be received at the time of receipt in the Promotion database and NOT the time of transmission by the Entrant.
21. Incomplete, illegible or incorrect entries, entries which are not in the required format or which contain offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win a prize.

MAJOR PRIZE

22. There is one Major Prize available. The three (3) entries judged by the Promoter (in its sole discretion) as having the best flavours will be sold as Finalists at participating Event, Greater Union, Birch Carrol & Colye and GU Film House Cinemas. The best selling Finalist flavour will win the Major Prize;

Major prize details:

- One year's supply of the creator's ice cream.
 - Maximum of 260Ltrs to be supplied over 12 month period.
 - Ice-Cream to be collected from winner's nearest Event, Greater Union, Birch Carroll & Coyle or GU Film House cinema location.
 - Winner will be notified when stock is available for collection.

The total maximum retail value of the Major Prize is \$750.

Total Prize Pool: \$750.00 (AUD)

23. Prize value is accurate as at **Monday 21 November 2016**. The Promoter accepts no responsibility for any change in prize value between now and the date when the prize is awarded. The winner is not entitled to receive any money from any party if there is a difference between the maximum prize value and the actual prize value at the time of the draw.

PRIZE CONDITIONS

24. The Prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
25. The Major Prize ice-cream will be supplied during the period of 15/4/17 and 14/4/18, otherwise the Major Prize will be forfeited and will not be redeemable for cash.
26. If the Major Prize winner is under the age of 16 years at the time of the prize draw the prize will be awarded to the winner's parent or guardian on their behalf.
27. The prize is non-transferable and non-refundable. The prize is not exchangeable or redeemable for cash or any other goods or services nor can it be re-sold. The Promoter accepts no responsibility for any variation in the value, performance, or availability of the prizes. The Promoter reserves the right to amend or substitute the advertised prizes for a prize of equivalent or greater retail value if, for any reason beyond the Promoter's control, the Promoter is not able to give the prize winners the advertised prize, subject to State legislation. Any incidental costs relating to the prizes are the responsibility of the winners.
28. Major Prize ice-cream is to be collected from the winner's nearest Event, Greater Union, Birch Carroll & Coyle or GU Film House cinema.

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29. Any taxes (other than GST), which may be payable as a consequence of a winner receiving this prize are the sole responsibility of the winners.
 30. The winner of the prize participates at their own risk. To the full extent permitted by law neither the Promoter, and/or any of their employees, contractors and agents or employees of its contractors and agents, and/or companies providing prizes for the Promotion, will be liable for any liability / cost / loss / damage / expense / death / personal injury suffered or incurred or any dispute (including, but not limited to, direct/indirect/consequential loss) arising out of, or in connection with this Promotion.
 31. As a condition of accepting a prize, the winners and companions must sign any legal documentation as and in the form required by the Promoter and/or Prize Providers in their absolute discretion, including but not limited to a legal release and indemnity form. The winner agrees that they will not sell or otherwise provide their story and/or photographs to any media or other organisation.
 32. If for any reason the Major Prize winner does not, once the Major Prize has been awarded, personally take the prize or an element of the prize at the time stipulated, then that element of the Major Prize will be forfeited and will not be redeemable for cash.
 33. The prize is subject to the standard terms and conditions of individual prize and service providers.
 34. The prize is subject to availability. In the event an element of the prize outlined in the above is cancelled or postponed for any reason, the winner forfeits the specified element and no cash or alternative offer will be granted in lieu of that part of the prize.
 35. The Promoter, prize provider and activity operators, in their absolute discretion, at all times reserve the right to:
 - (a) Prevent any winner and/or their companion from participating in the Activity if, at any time, they reasonably believe that they pose a safety risk or for any other reason; and/or
 - (b) Cancel the Activity if the conditions are deemed dangerous; and/or
 - (c) Vary and/or substitute the prize (or part thereof) without notice with a prize to the equal value and/or specification, subject to any written directions from a State and/or Territory regulatory authority.
 36. The prize of 260 litres is for private consumption only, and cannot be sold or distributed commercially.

PRIZE WINNERS

37. A prize will only be awarded where the prize winner has met the conditions of entry as outlined in this document. Verification and procedures are determined by the Promoter at their absolute discretion.
38. If the Major Prize winner selected is deemed not to comply with the terms and conditions of this Promotion, their entry will be declared invalid and a new prize winner will be determined in the Unclaimed Prize Draw.
39. To the full extent permitted by law, the Promoter, their associated companies and agencies exclude all liability for any loss (including any damage, claim, injury, cost or expense) which is suffered or incurred by any Entrant and/or prize winner in connection with the Promotion or prizes, including:
 - i. any indirect, economic or consequential loss or loss of profits;

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- ii. any loss arising from the negligence of the Promoter, their associated companies and agencies;
 - iii. any liability for personal injury or death.
40. The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought by each winner.
41. The Promoter, other entities associated with this competition and their related bodies corporate, and each of their officers, employees and agents shall not be liable for and shall be held harmless in respect of any loss, damage, or injury whatsoever which is suffered (including but not limited to direct or consequential loss) or sustained, as a result of or arising from the winner's acceptance and use of the prize, except to the extent that any such liability cannot be excluded by law.
42. All Participants assign to the Promoter on creation all title, interest and rights (including rights in copyright, designs, trade marks, confidential information and any other intellectual property rights, and waive all moral rights therein) in all entry details, materials and information submitted to the Promoter, including all Choc Top designs and names submitted using the website www.mychoctop.com.au ("Entry Materials"). Participation in this Promotion is deemed to be acceptance of these terms and conditions and approval to use the winner's name and photograph for publicity purposes, unless specifically requested by the winner not to do so at the time of entering the competition. Further, the winner may be required to participate in a media interview/s and / or other promotional engagement as determined by the Promoter. All Participants release the Promoter (and its employees, directors, agents and related bodies corporate) from all past, present or future claims relating to any use of the Entry Materials anywhere in the world in any form or media, and expressly agree that they have no claim or entitlement to any income or revenue generated by the Promoter in connection with any use of the Entry Materials including through the sale of any choc tops.

GENERAL

43. If the competition does not run for its duration due to, but not limited to, computer viruses, tampering, unauthorized intervention, fraud, technical failures or any other cause beyond the Promoter's control that corrupts or affects administration, security, fairness or proper conduct of the competition, the Promoter reserve the right in their sole discretion to disqualify any individual who tampers with the entry process. The Promoter will not be responsible for:
- (a) Malfunction, delay or traffic congestion on any telephone network or line, computer on-line system, servers or providers, computer equipment, software, or website;
 - (b) Failure of any entry to be received by the Promoter as a result of those matters; nor
 - (c) Any injury or damage to entrants or any other person related to or resulting from participation in the competition or downloading any materials relating to the competition.
44. The Promoter accepts no responsibility for any late, lost or misdirected entries due to technical disruptions, network congestion or for any other reason.
45. 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 Promotion on the dates and in the manner described in these Conditions of Entry, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may at their absolute discretion cancel the Promotion and recommence it from the start on the same conditions, subject to any written directions given under State Regulation.

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46. The Promoter is not responsible for any incorrect or inaccurate information, either caused by the user or for any of the equipment or programming associated with or utilised in this Promotion, or for any technical error, or any combination thereof that may occur in the course of the administration of this Promotion including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of claims.
 47. The Promoter reserves the right in their sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these Conditions of Entry, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
 48. The Promoter and their associated agencies and companies assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission; communications line failure, theft or destruction or unauthorised access to, or alteration of entries, and reserves the right to take any action that may be available.
 49. If for any reason this Promotion is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the reasonable control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this promotion, the Promoter reserves the right in their sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the Promotion, subject to any written direction given under State Regulation.
 50. 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; or
 - II. any technical difficulties with the entry mechanism and does not warrant that the entry mechanism will be available at all times; or
 - III. any theft, destruction or unauthorised access to, or alteration of such communications; or
 - IV. any problem with, or technical malfunction of, any computer system or other equipment used for the conduct of the Promotion; or
 - V. any incorrect or incomplete information which may be communicated in the course of the administering this Promotion.

CAUTION: Any attempt to deliberately undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserve the right to seek damages to the fullest extent permitted by law.

PERSONAL INFORMATION

51. The Promoter and their associated agencies and companies assume no responsibility for any error, omission, interruptions, deletion, defect, delay in operation or transmission; communications line failure, theft or destruction or unauthorised access to, or alteration of entries, and reserves the right to take any action that may be available.

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52. The Promoter collects personal information about Entrants to include Entrants in the promotion and where appropriate award any offer. If the personal information requested is not provided, the Entrant may not participate in the promotion. By participating in the promotion, each Entrant also acknowledges that a further primary purpose for collection of Entrants' personal information by the Promoter is to enable the Promoter to use the information to assist the Promoter in improving goods and services and to contact Entrants in the future with information on special offers or provide Entrants with marketing materials via any medium including mail, telephone and commercial electronic messages (SMS (Short Message Service), MMS (Multimedia Message Service), IM (Instant Messaging) and email) or any other form of electronic, emerging, digital or conventional communications channel whether existing now or in the future. The Promoter may share information with their Australian related companies who may contact Entrants with relevant special offers in this way. Personal information may also be accessed by the Promoter's marketing and website service providers for the purpose of processing and conducting the promotion and assisting with marketing communications. By entering the promotion, each Entrant agrees that the Promoter may use Entrants' personal information in this manner. Entrants can also request to gain access to, update or correct any personal information by contacting the Promoter at the addresses or phone number below. Entrants wishing to opt out of the Promoter's marketing communications can also use the address or phone number below. All personal information will be stored at the office of the Promoter or using the Promoter's information technology systems.
53. The Promoter is The Greater Union Organisation Pty Ltd (ABN 99 000 024 439), 478 George Street, Sydney NSW 2000. Phone 02 9373 6600.