



## **“MOULA FRIDAY DRINKS” PROMOTION**

### **TERMS AND CONDITIONS**

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. The promoter is Moula Money Pty Ltd Group (ABN 95 164 875 325) of Level 5, 535 Bourke Street, Melbourne, Vic, Australia 3000 (“**Promoter**”).
3. Entry is only open to businesses located in Victoria, within a 50km radius of Melbourne CBD. Each nominated business must be a real business, with an ABN or ACN. Any entries that the Promoter deems to be in respect to a business that does not exist or does not operate legally within Victoria, Australia, will be disqualified.
4. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1<sup>st</sup> cousin.
5. Entries open on 08/04/2018 and close at 8am AEST on 27/06/2018 (“**Promotional Period**”).
6. To nominate an eligible business, an individual who is a VIC resident aged 18 years or over must visit [www.moula.com.au/fridaydrinks](http://www.moula.com.au/fridaydrinks), follow the prompts to the entry page, provide their name, their phone number, their email address, the name of the eligible business they are nominating, the address of the eligible business (for prize delivery if selected as a winner; no PO boxes are allowed), confirm if the business they are entering on behalf of is their business and if not, provide the name of the relevant business owner, and provide an answer, in 25 words or less, to the promotional question “Why does your business, or a business you love, deserves Friday drinks on us?” and submit the fully completed entry form so it is received during the Promotional Period. Before providing the name of the business owner, the individual must insure that they have the consent of the business owner to do so. Individuals can also access the entry website by searching the term “MOULA FRIDAY DRINKS” on Google.
7. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant’s identity, age and the address of the business) and reserves the right, in its sole discretion, to disqualify any individual or business who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter’s discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter’s legal rights to recover damages or other compensation from such an offender are reserved.
8. Incomplete or illegible entries will be deemed invalid.

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9. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
10. Each person can nominate multiple different businesses, however, they can nominate any one business only once. An eligible business can be nominated by multiple individuals. Each answer to the promotional question submitted by a person must be unique (e.g. a person must not submit the same answer for multiple businesses they nominate).
11. This is a game of skill and chance plays no part in determining the winners. Each entry will be individually judged based on literary and creative merit of the answer provided to the promotional question. The judges may select additional reserve entries which they determine to be the next best, and record them in order, in case of an invalid entry or ineligible entrant.
12. The Promoter’s decision is final and no correspondence will be entered into.
13. There will be a judging round conducted each Wednesday, between 11/04/2018 and 27/06/2018, for a total of twelve (12) judging rounds. Each judging round will include the entries received until 8am AEST on the day of the relevant judging round (excluding any previous winning entries).
14. The best ten (10) valid entries, as determined by the judges, in each judging round, will win Friday drinks, up to the value of \$50, for their nominated eligible business. The drinks will be delivered to the eligible business nominated in the winning entry (to the address specified on the entry) on the Friday following the relevant judging round, subject to the eligible business accepting the prize and these Terms and Conditions once contacted. The drinks will consist of one slab of beer up to the value of \$50, with the exact brand determined by the Promoter in its discretion. In the event that the eligible business requests alternative non-alcoholic drinks, the Promoter reserves the right to accommodate such a request, up to the value of \$50. An individual over 18 years of age must accept delivery. Prizes will not be delivered to a PO box or a private/residential address.
15. Each winner will be notified by telephone, and will be required to confirm the prize delivery details.
16. If for any reason a winner does not take a prize (or an element of the prize) by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
17. If a prize (or part of a prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification.
18. Prizes are not transferable or exchangeable and cannot be taken as cash.
19. Entrants agree that they are fully responsible for any materials they submit via the promotion including but not limited to answers, comments recordings and images (“**Content**”). The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove or decline to publish any Content without notice for any reason whatsoever. Entrants warrant and agree that:
  - (a) they will not submit 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 15, or otherwise unsuitable for publication;
  - (b) their Content shall not contain viruses or cause injury or harm to any person or entity;

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- (c) they will obtain prior consent from any person or from the owner(s) of any property that appears in their Content;
- (d) the Content is the original work of the entrant, and the Content does not infringe the rights of any third party;
- (e) they consent to any use of the Content which may otherwise infringe the Content creator’s/creators’ moral rights pursuant to the *Copyright Act 1968* (Cth) and warrant that they have the full authority to grant these rights; and
- (f) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others’ computer or communication systems.

Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.

- 20. As a condition of entering this promotion, each entrant licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (which shall include Content) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.
- 21. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) and the details of the eligible business nominated in their entry (and warrant that they have obtained the consent from the owners of the eligible business to provide such consent) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
- 22. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
- 23. Any cost associated with accessing the promotional website is the entrant’s responsibility and is dependent on the Internet service provider used.
- 24. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia (“**Non-Excludable Guarantees**”). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.

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25. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter’s control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value; (e) any tax liability incurred by a winner or entrant; or (f) use of a prize.
26. The Promoter collects personal information (“**PI**”) in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers and prize suppliers. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://moula.com.au/privacy-and-credit-policies>. In addition to any use that may be outlined in the Promoter’s Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter will not disclose entrant’s personal information to any entity outside of Australia.