

## Kantar Cbus Brand Tracking Promotion

### CONDITIONS OF ENTRY

1. Information on how to enter, mechanics of entry and prizes form part of these Conditions of Entry. Entry into the promotion is deemed acceptance of these Conditions of Entry. Entry is via Internet only.

### PROMOTIONAL PERIOD

2. The promotion commences at **09:00AM (AEST)** on **27/10/2023** and ends at **11:59PM (AEST)** on **09/11/2023 (Promotional Period)**.

### ELIGIBILITY

3. Entry is only open to residents of Australia aged 18 years and over who:
  - (i) receive an electronic direct mail invitation (**eDM**) which is addressed to them and will direct them to a specific URL which is unique to that eDM (**Website Link**);
  - (ii) are members of Cbus;
  - (iii) consents to participating in the online survey;
  - (iv) fully and correctly complete and successfully submit the online survey (**Survey**) in the manner required; and
  - (v) provides their name, mobile number, phone number and email in order to enter the promotion in the manner required.(together, **Entrants**).
4. The directors, management and employees (and their immediate families) of the Promoter, its related entities, printers, suppliers, providers and agencies whom are directly associated with the conduct of this promotion are ineligible to enter the promotion. 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 1st cousin.

### HOW TO ENTER

5. To enter the Promotion, Entrants must, during the Promotional Period:
  - a. access the Website Link contained in the eDM;
  - b. be a member of Cbus;
  - c. fully and correctly complete and successfully submit the Survey in the manner required;
  - d. consent to participate in and enter the promotion; and
  - e. elect to enter the promotion by completing the online entry form via the Website Link in the manner required, including fully and correctly providing the Entrant's name, mobile phone number, phone number, valid email address, and answer to the promotional question, *'Please tell us, in 25 words or less, what is the best thing about Cbus?'*

(together, an **Entry**).

6. Only one (1) entry per person is permitted. Any subsequent entry of an Entrant after the first valid entry is received from that Entrant will be deemed invalid.
7. Entries will be deemed accepted at the time of receipt by the Promoter and not at the time of transmission. Entries received will be considered final by the Promoter. Incomplete, inaccurate, erroneous, ineligible or incomprehensible Entries will be deemed invalid. The Promoter accepts no responsibility for late, lost or misdirected Entries. Contact details entered incorrectly by an Entrant on their entry form will deem their entry invalid.
8. Costs associated with accessing the eDM, Website Link and Survey remain an Entrant's responsibility and may vary depending on the Internet service or telecommunications provider used.
9. The use of any automated entry software or any mechanical, electronic or other means that allows an Entrant to automatically enter repeatedly is prohibited and will render all Entries submitted by that Entrant invalid.

#### **WINNER DETERMINATION**

10. All eligible Entries will be judged by a panel of appropriately qualified judges by **4:00pm (AEST)** on **27/11/2023** at Suite 18/64, Balmain Street, Cremorne, Victoria 3121. All eligible Entries will be judged on the basis of innovation and creativity to determine the **ten** most inspiring answers. This is a game of skill and chance plays no part in determining the winners. The **winners will be notified in writing by email or phone within two (2) business days of the judging**. All reasonable steps to notify the winners of the results of the judging will be taken by the Promoter. Judges' decision is final and no correspondence will be entered into.

#### **PRIZES**

11. The ten (10) prizes in the Promotion are Digital E-Gift Card Vouchers that can be redeemed at a number of different outlets each valued at AUD\$200.
12. The total maximum prize pool value is **\$2,000.00**. Winners will be asked to provide their full name, email address and phone number. Prizes will be sent electronically to each winner.
13. Prizes are not transferable or exchangeable and cannot be taken as cash (unless otherwise indicated). Prizes must be taken as offered and cannot be varied. Prizes cannot be used or redeemed in conjunction with any other offer. The Promoter accepts no responsibility for any tax implications that may arise from prize winnings. Independent financial advice should be sought.
14. Digital e-gift cards are subject to their prevailing terms and conditions of use, including expiry dates, and are not replaceable if lost, stolen or damaged.

#### **GENERAL**

15. Each Entrant must confirm their eligibility to be awarded a prize and their ability to accept a prize within **7 business days** of being successfully notified by the Promoter that their entry has been judged as the best Entry, otherwise their entry will be deemed invalid. In the event that the Promoter cannot successfully contact an Entrant who submitted a best judged Entry within three (3) months of the judging, or in the event of an invalid entry or an ineligible Entrant, or if an Entrant

is ineligible to accept or declines to accept a prize, the Promoter may, in its sole discretion, award the prize to the next best judged entry. The Promoter will continue this process until an Entrant has been successfully contacted and the Entrant has confirmed their eligibility to be awarded a prize. For the avoidance of doubt, only once an Entrant has confirmed their eligibility to be awarded a prize will the Entrant, subject to these Conditions of Entry, be deemed a winner of the judging.

16. The decision by the Promoter to accept or reject an entry is in the Promoter's sole discretion and no correspondence will be entered into. Any entry that contains content that the Promoter, in its sole discretion, considers to be offensive, obscene, crude or inappropriate in any way or that the Promoter considers may infringe any intellectual property rights or other rights of any person, corporation or entity will not be accepted as an eligible entry into the promotion. This includes but is not limited to any entry which the Promoter considers to be disparaging of any of its or any prize supplier's products and/or services or is otherwise not in keeping with the spirit of the promotion.
17. Entrants can only enter in their own name. Entrants who provide incorrect, misleading or fraudulent information are ineligible to participate in the promotion and all Entries of an Entrant who is deemed by the Promoter to have provided incorrect, misleading or fraudulent information may, at the discretion of the Promoter, be deemed invalid. The Promoter reserves the right to request the Entrant produce (within the requested time) appropriate photo identification or other documentation (to the Promoter's satisfaction, at its sole discretion) in order to confirm the Entrant's identity, age, residential address, eligibility to enter and claim a prize, and any information submitted by the Entrant in entering the promotion, before issuing a prize. If any documentation required by the Promoter is not received by the Promoter (or its nominated agent) or an Entrant or Entry has not been verified or validated to the Promoter's (or its nominated agent's) satisfaction then all the Entries of that Entrant may be ineligible and deemed invalid.
18. The Promoter reserves the right to verify the validity of any and all entries and to disqualify any Entrant for: (a) tampering with the entry process; (b) submitting an entry which is not in accordance with these Conditions of Entry; or (c) engaging 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.
19. A prize will only be awarded following any winner validation and verification that the Promoter, or its nominated agents, requires in their sole absolute discretion.
20. An Entry and any copyright subsisting in an Entry irrevocably becomes, at time of entry, the property of the Promoter.
21. It is a condition of accepting a prize that a winner may be required to sign legal release(s) (including prize acceptance release(s)) in a form determined by the Promoter in its absolute discretion.
22. An Entrant also agrees that the Promoter may, in the event the Entrant is the winner, publish or cause to be published the Entrant winner's name and locality in any media, as required under relevant Australian legislation.
23. If a prize or element of a prize becomes unavailable, for any reason beyond the Promoter's reasonable control, then a comparable prize or prize element of equal or greater value will be awarded in lieu, subject to any written directions made under applicable Australian legislation.
24. If the promotion is not capable of running as planned for any reason beyond the reasonable control of the Promoter, including because of war, terrorism, epidemic, pandemic, state of emergency or disaster (including natural disaster), infection by computer virus, bugs, tampering, unauthorised

intervention, technical failures, directions of regulators or industry self-regulatory bodies or any 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 cancel, terminate, modify or suspend the promotion and/or if necessary to provide alternative prize(s) to the same value as the original prize(s), subject to any written directions made under applicable Australian legislation.

25. The Promoter and its associated agencies and companies exclude all liability (including negligence) except for any liability that cannot be excluded by law (including any applicable consumer guarantee under the Australian Consumer Law), for any direct or indirect injury, loss and/or damage arising in any way out of the promotion. This includes, but is not limited to: (i) technical malfunctions, delays or failures, including those resulting from accessing any materials related to this promotion and any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, this promotion as a result of any technical malfunctions, delays or failures; (ii) theft, unauthorised access or third party interference; (iii) lost or damaged entries, prize claims or prize(s); and/or (iv) acceptance and/or use of any prize, subject to any written directions made under applicable Australian legislation.
26. Any attempt to cause malicious damage or interference with the normal functioning of the eDM, Website Link or Survey, or the information on the eDM, Website Link or Survey, or to otherwise 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 reserves the right to seek damages to the fullest extent permitted by law. If the Promoter suffers loss or incurs any costs in connection with any breach of these Conditions of Entry or any other legal obligation by an Entrant, the Entrant agrees to indemnify the Promoter for those losses, damages and costs.
27. All of the Promoter's decisions in respect of the promotion are final and no correspondence will be entered into.

## **PRIVACY**

28. The Promoter collects Personal Information about an Entrant to include the Entrant in the promotion, to award prizes (where appropriate) and use the information to assist in improving the goods and services of the Promoter and its Promotional Partner(s). If the Personal Information requested is not provided, an Entrant cannot participate in the promotion and is deemed ineligible.
29. The Promoter will provide to each Entrant, at time of entry into the promotion (or as soon as reasonably practicable thereafter), a collection statement that details the Personal Information being collected, the purpose of its collection, where the Personal Information will be stored and how it will be shared with third parties. The collection statement will comply with the Promoter's disclosure obligations under the *Privacy Act 1988* (Cth).
30. Entrants can gain access to, update or correct any of their Personal Information held by the Promoter by contacting the Promoter's Privacy Officer at [privacy.australia@kantar.com](mailto:privacy.australia@kantar.com). All Personal Information will be stored by the Promoter in accordance with the Promoter's Privacy Policy. A copy of the Promoter's Privacy Policy in relation to the treatment of Personal Information collected may be obtained by contacting the Promoter or via the Promoter's website <https://kantaraustralia.com/privacy-policy/>.
31. In these Conditions of Entry: "Australian Consumer Law" means Schedule 2 of the *Competition and Consumer Act 2010* (Cth). "Personal Information" means in Australia, for the purpose of the *Privacy Act 1988* (Cth), information or an opinion about an identified individual, or an individual

who is reasonably identifiable, whether the information or opinion is true or not and whether the information or opinion is recorded in a material form or not.

32. Promoter: Kantar Insights Australia Pty Ltd (ABN 84 106 925 866) of The Boardroom Pty Ltd, "Grosvenor PI", Level 12, 225 George Street, Sydney, NSW, 2000, Phone 02 9563 4200.

*mdavidson*

Megan Davidson  
Associate Director, Kantar  
26102023