PRINGLES JUSTICE LEAGUE PROMOTION TERMS AND CONDITIONS

Key Conditions of Entry

Promoter	Kellogg (Aust.) Pty Ltd ABN 30 004 110 105 of 41-51 Wentworth Avenue, Pagewood NSW 2035.						
Promotion	Pringles Justice League Promotion						
Entrants and Exclusions	This Promotion is open to Australian residents aged 18 years or older (Entrant). Employees (and their immediate families) of the Promoter, participating retailers and their employees, and agencies and representatives associated with this Promotion are ineligible to enter. For the purposes of these Terms immediate family means any of the following: spouse, exspouse, 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 first cousin.						
Promotion Period	The Promotion commences for purchases on 12:01am 15 October 2017(AEDST) and ends for purchases on 11:59pm on 3 December 2017 (AEDST).						
Entry	To be eligible to enter, individuals must, during the Promotional Period: (a) purchase any two (2) (134g) Pringles Justice League cans of the						
	following Pringles flavours: Sour Cream and Onion, Original, Salt and Vinegar, and BBQ; and						
	(b) visit www.pringles.com.au, look for the Pringles Justice League Promotion, complete the online entry form providing all the required details which may include without limitation Entrant's first and last name, age, email address and mobile contact number and submit two unique codes which are printed on the seal of each can.						
Limit	Each unique code can only be used once. Each completed and valid entry will go into the Major Prize draw (whether or not they have been awarded a Minor Prize). All completed and valid entries that are submitted in a particular week during the Promotional Period will go into both Minor Prize draws held at the end of that week and will roll over automatically into each of the Minor Prize draws in each of the subsequent weeks during the Promotional Period (whether or not that have been awarded a Minor Prize).						
Prizes	Type No. Available Details Value (AUD)						
	Major Prize will consist of the following: • Return <u>economy</u> flights from the winner's nearest capital city in Australia to Reykjavik, Iceland for 2 adults; • 5 nights' accommodation for 2 adults at a 4 star hotel in a double or twin room in Reykjavik, Iceland (including breakfast each day of the Major Prize Winner's stay); • AU\$352 spending money; and						

	Minor Prize One	35	 One of the following Justice League Iceland Adventures (at the winner's discretion and subject to the prize provider's specific terms and conditions): 1) Batman: Guided half day trek into the caves of Iceland; 2) Superman: 40 minute helicopter to a mountain summit; 3) Wonder Woman: Horseback tour through the Icelandic Countryside; 4) Aquaman: Snorkelling Silfra day tour; 5) Flash: 3.5 hour Langjokull Glacier snowmobile tour led by a professional guide 6) Cyborg: Super Jeep Tour to witness the Northern Lights. The prize is a merchandise pack consisting of: 1 x Poly Bag, 1 x Head Phones with Justice Legaue Logo, 1 x Lenticular Note Book with Diecut Cover, 1 x Sticker Sheet, The prize will consist of one Double Movie 	\$120.96 each		
	Minor Prize Two	105	Pass voucher for Justice League the Movie. On presenting the ticket at the box office the winner will be entitled to two tickets for one session only of JUSTICE LEAGUE (M). Valid even with "No Free Tickets" restriction. Not valid all day Tuesday or cinema discount days, Saturdays after 5pm or Public Holidays. Not valid with any other offer. Not valid at Village Cinemas Gold Class, Vpremium, VMAX, or Vjunior, Reading Gold Lounge, Premium, or Titan XC, EVENT Cinemas special events, Gold Class, or VMAX, Greater Union and Birch Carroll & Coyle special events, Gold Class, or VMAX, GU Film House special events, or VMAX, HOYTS Xtremescreen, HOYTS IMAX®, HOYTS LUX, or Bean Bag Cinema, AMC Cinelounge, Dendy Premium. Not for re-sale. This ticket must be taken as offered and is not exchangeable, transferable or redeemable for cash. Seating subject to availability. Not valid for 3D.	\$42 each		
Total Value of Prize	Up to A	AUD 22,72	1.60	<u> </u>		
Prize	Major Prize Draw					
Determination	3189 a	take place at Night & Day 8 Simpson St, Moorabbin December 2017 (AEDST). One valid entry will be a prize winner (Major Prize Winner). The draw is	VIC			
	Minor Prize Draw					
	A prize draw will take place at Night & Day 8 Simpson St, Moorabin VIC 2189 at the end of each 7 day week throughout the Promotion Period on the					

	following dates:						
	24.10.17, 31.10.17, 7.11.17, 14.11.17, 21.11.17, 28.11.17, 5.12.17						
	The draws will be electronic. There will be 7 Minor Prize draws – one for each week of the Promotional Period. Each week there will be 5 of the Minor Prize One and 15 of the Minor Prize Two, to be won, with prizes awarded in descending order of value. There will be a <u>total</u> of [140] valid entries drawn who will be determined to be the minor prize winners (Minor Prize Winners) across the Promotional Period. Winners are not required to be at either the Major Prize Draw or Minor Prize Draws to claim the prizes.						
Notification	Minor Prize Winners will be notified via email and telephone on the Tuesday after the relevant weekly draw noted under the Prize Determination above. The Major Prize winner will be notified via email and telephone by 6 December 2017.						
Claim Period	If the Major Prize or any of the Minor Prizes are not claimed by 5 March 2018, the prize will be forfeited and the Promoter may determine an alternative winner via an unclaimed prize draw.						
Unclaimed Prize Determination	If required, the Promoter will conduct a further draw from all entrants into the Promotion to distribute unclaimed prizes at the premises of Night & Day at the address as stated above on 6 March 2018 at 11:00am AEDST and winners will be notified within two (2) business days of the draw. For Minor Prize One – the winners in an unclaimed prize draw, if any, will receive a double pass for any Roadshow Films titles showing at participating cinemas only and not the prize stated in the Prizes section above as the movie referenced there will no longer be showing.						
Prize Winner Publication	The name of the Major Prize Winner as well as any Minor Prize Winners from ACT will be published on the Pringles Australia Facebook page by 5pm AEDST 6 December 2017. In the event of any Major Prize Winner or Minor Prize Winners from ACT being drawn in the unclaimed prize draw, their names will be published on the Pringles Australia Facebook page by 5pm AEDST 7 March 2018.						
Prize Conditions	In relation to the Iceland Adventures listed above as part of the Major Prize, individual supplier terms and conditions will apply. Due to the nature of the Adventures, these terms may have certain conditions such as, for example, a requirement around the person's height, weight, and required fitness level. A waiver of liability may also be required and certain Adventures may be subject to seasonal / weather availability. In relation to the travel and accommodation component of the Major Prize: (a) the Major Prize (and any component of that Major Prize) is subject to availability at the time of booking.						
	(b) the Major Prize Winner may request a departure date which must be a						

- minimum of 90 days after completion of the form noted under condition (i). The Major Prize Winner must also submit 3 preferred alternative departure dates at least 1 calendar month apart. Unless otherwise advised by the Promoter, travel must be taken before 30 November 2018;
- (c) the Major Prize excludes travel between the Major Prize Winner's (and their companion) home and the applicable capital city airport. The winner will receive \$440 towards car hire, parking and fuel, which may be used for transport between the airport and hotel. The hire car can be collected from Reykjavik, Iceland Airport.
- (d) unless expressly stated otherwise in the description of the Prize in these Terms, the Major Prize Winner and his/her companion are solely responsible for all costs and expenses associated with using the Prize including costs associated with meeting all government, consular, health and travel requirements applicable to the destination (including obtaining a valid passport, vaccinations and entry visas (if necessary)).
- (e) travel insurance will be provided to the Major Prize Winner and their companion before departure so long as both persons do not have any pre-existing medical conditions. Travel insurance is subject to restrictions and the terms and conditions of the insurance provider. It is the responsibility of the Major Prize Winner and their companion to meet any additional costs relating to obtaining insurance cover for any pre-existing medical conditions and/or for any additional costs as may be specified for persons aged over 75 years;
- (f) frequent flyer points cannot be earned on any flights included in the Major Prize;
- (g) travel is not available on Christmas Day, New Year's Eve, New Year's Day, Valentine's Day, School Holidays, or Public Holidays in the country of departure or the destination country unless stated otherwise;
- (h) once booked, the Major Prize cannot be amended or altered;
- the Major Prize Winner and their companion will be required to sign and complete a winner information and prize acceptance form and must submit their passport details in order to assist with booking their prize trip;
- unless expressly stated otherwise under these Terms, any non-flight or airline associated taxes or charges, meals, transfers, flights, accommodation, sightseeing or other activities and spending money will be the sole responsibility of the Major Prize Winner and his/her companion;
- (k) the Promoter makes no representation as to the safety or other conditions at the destination and recommends that the Major Prize Winner and his/her companion consult the web site of the Department

		of	Foreign	Affairs	and	Trade		
		http://smartraveller.gov.au/Pages/default.aspx for travel advice;						
	(l)	(I) the Major Prize Winner may be required to provide a valid credit card imprint or cash deposit at Hotel check-in for the purposes of covering incidental or other charges at the hotel; and						
	(m)	in these calls, in bar, gra	expressly stated othe Terms, the Major Internet access, breatuities or any othe	Prize does not ind kfast, in-room dit r costs or expen	clude the cost of ning, in-room masses incurred by	telephone ovies, mini		
Permits	NSW Permit No. LTPS/17/16150							
	ACT	ACT Permit No. TP17/01427						
	SA L	SA Licence No. T17/1348						

Standard Conditions of Entry

- These Standard Conditions of Entry are to be read in conjunction with the Key Conditions of Entry. To the extent there is any inconsistency between them, the Key Conditions of Entry prevail.
- 3. By entering this Promotion, Entrants agree to be bound by these Terms. Information on how to enter and prizes form part of these Terms.
- 4. The Promoter reserves the right to amend these Terms if this Promotion cannot be run as originally planned, subject to any written directions from any regulatory authority. The Promoter may also cancel or suspend this Promotion if an event beyond the control of the Promoter corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, subject to any written directions from any regulatory authority. The Promoter will disqualify any individual who has tampered with the entry or claim process or any other aspect of this Promotion.
- 5. The Promoter, its employees, agencies and representatives associated with this Promotion will not be liable or responsible for any problems or technical malfunction of any telephone network or lines, computer or line systems, servers, or providers, computer equipment, software, technical problems of the phone or of any phone network, or any misadventure, accident, injury, loss (including but not limited to consequential loss) or claim that may occur which is connected with their entry or as a consequence of late, lost or misdirected mail or email.
- 6. The Promoter reserves the right to request proof of purchase or other evidence to confirm that an entry is valid and complies with all applicable terms and conditions. Accordingly, entrants must retain their original purchase receipt(s) for all entries as proof of purchase. Failure to produce the proof of purchase for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an entrant's entries and forfeiture of any right to a

prize. Purchase receipt(s) must clearly specify the store of purchase and that the purchase was made during the Promotional Period but prior to entry. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these Terms, 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 are reserved.

- 7. It is a condition of accepting any prize that the claimant must comply with all the conditions of use of the prize and prize supplier's requirements. The prize must be taken and used as stated and no compensation will be payable if an individual is unable to use the prize as stated.
- 8. The Promoter highly recommends a current residential street address be provided when requested for ease of correspondence and delivery. The Promoter cannot guarantee that a prize returned to the Promoter due to non-delivery at the provided address will be re-sent to the winner. If the address provided is incomplete or incomprehensible the claim will be deemed invalid.
- 9. Any cost associated with accessing the promotional website is the claimant's responsibility and is dependent on the internet service provider used. The use of any automated software or any other mechanical or electronic means that allows a claimant to automatically claim repeatedly is prohibited and will render all claims submitted by that claimant invalid.
- 10. The Major Prize and Minor Prizes are not transferable and not redeemable for cash or other goods or services. The Major Prize and Minor Prizes must be taken as a whole (to the extent relevant) and as stated in these Terms. No alternative will be provided and no compensation will be payable if the Prize Winner is unable to use the Major Prize or Minor Prize as such. Subject to any written directions from a regulatory authority, if a prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to any written directions from any regulatory authority.

Privacy Collection Statement

- 11. The Promoter and its related entities collect entrants' personal information for the purpose of conducting and promoting this Promotion. The Promoter may disclose personal information collected to Roadshow Films Pty Ltd and/or an agent or any other third party who is engaged to assist in carrying out this Promotion. The Promoter may also disclose personal information collected to Australian regulatory authorities, such as the regulators of trade promotions. The Promoter will otherwise handle your personal information in accordance with its Privacy Policy a copy of which is available on request. The Privacy Policy contains information about how entrants may opt out, access, update or correct their personal information, 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.
- 12. Roadshow Films Pty Ltd (Prize Supplier) is one on the Sponsors of the promotion. A copy of the Prize Supplier's Privacy Policy which contains information, amongst other things, about how you may access personal information that is held by the Prize Supplier about you and seek correction of such information may be accessed at www.villageroadshow.com.au. Entrants can contact our Privacy Officer if they would like details of the personal information the Prize Supplier holds about entrants at: Level 1, 500 Chapel Street, South Yarra, Victoria 3141 or via email: privacy@roadshow.com.au. The information entrants provide may also be disclosed by

the Prize Supplier to members of its corporate group (being Village Roadshow Limited and its subsidiary companies), to partners who are disclosed by the Prize Supplier as part of the Promotion and third party service providers outside Australia. The Prize Supplier and any entity to whom entrants personal information will be disclosed will only use and disclose an entrant's personal information in accordance with their respective privacy policies and, if applicable, collection statements. The Prize Supplier and/or the entities to whom personal information is disclosed may use this information for future promotional and marketing purposes regarding their products and services in accordance with their respective privacy policies and, if applicable, collection statements, including contacting entrants via any contact details provided by the entrant without further reference or compensation to the entrant, for an indefinite period or until the entrant opts out from any such entity. The eMail platform of some entities may be housed outside Australia.

Copyright, Statutory guarantees, Waiver and liability

- 13. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner of any prize in this Promotion (including photograph, film and/or recording of the same) 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.
- 14. All entries and any copyright subsisting in the entries become and remain the property of the Promoter who may publish or cause to be published any of the entries received. In participating in the prizes, the winners agree to participate and co-operate as required in all editorial activities relating to this Promotion, including but not limited to being interviewed and photographed. The winners (and their companions) agree to granting the Promoter a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide, including online social networking sites, and the winners (and their companions) will not be entitled to any fee for such use.
- 15. Nothing in these Terms limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth), as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia (Non-Excludable Guarantees).
- 16. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its its employees, agencies and representatives associated with this Promotion) 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, claim or prize 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 to that stated in these Terms; (e) any tax liability incurred by a winner or entrant; or (f) use of the prize.
- 17. The Prize Winner acknowledges that participation in the Promotion and prize fulfilment may involve risk. The Promoter may require a winner (and their companions) to sign an indemnity and release prior to participation in the prize fulfilment or participation in the Promotion.

18. Prize winners are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of that prize.

Social Media

- 19. Each Entrant acknowledges and agrees that:
 - (a) the Promotion is administered by the Promoter;
 - (b) the Promotion is in no way sponsored, endorsed, administered by, or associated with, Facebook;
 - (c) the Entrant is providing the information to the Promoter and not to Facebook; and
 - (d) to the fullest extent permitted by law, Facebook (including its officers, employees, and agents), will not be liable in any way (including negligence) for any loss or damage (including the loss of opportunity), whether direct, indirect, special or consequential, arising in any way out of the Promotion.

Jurisdiction

20. The laws of Australia apply to this Promotion to the exclusion of any other law. Entrants submit to the exclusive jurisdiction of the courts of Australia.