

Trade Promotion: Schedule to Conditions of Entry

Promotion Name	Halloween Kids Colouring In Competition	
Promotion type	Public (external)	
Promotion style	Game of Skill	
Promoter	The promoter is CLF Services Pty Limited ABN 57 618 716 241 Tel: 1300 882 202	
Relevant States	South East Queensland Region	
Entry Restrictions	Entry is open to all residents of South East Queensland aged between 2 and 13 years (an "Entrant") The Parent or Guardian needs to be an Australian resident aged 18 years or over.	
Promotion Period	Opens	7th October 2021 at 11:59am AEST
	Closes:	25th October 2021 at 11:59am AEST
Entry Procedure	Submit completed entry forms by either scanning and emailing it to admin@clfservices.com.au or posting to CLF Colour in Comp 14/459 Tuffnel Rd, Banyo QLD 4014	
Maximum number of Entries	Limit of one entry per person.	
Judging Details	Date	25th Oct 2021 at 5.00pm AEST
	Location	14/459 Tuffnel Rd, Banyo QLD 4014
Prize details	There are three (3) Prize packs for this competition. Each pack includes: \$20 Gift Card Chocolates, lollies, book, Toy Halloween Pumpkin Bucket	
Prize Restrictions	Winner must be able to collect prize from Banyo, QLD 4014	
Total prize pool	\$150	
Notification of Winner	Winners will be notified by email on 26 Oct 2021	
Prize claim dates	26 October 2021 - 5 November 2021	
Unclaimed Prize Draw	Date: 6 November 2021 Time: 10am Location: 14/459 Tuffnel Rd, Banyo QLD 4014	
Additional terms	Prizes will be awarded to the winner/s within 28 days of the draw.	
Promoter's Privacy Policy	The Promoter's privacy policy can be found at https://clfservices.com.au/wp-content/uploads/2019/04/Website-Privacy-Policy.pdf	

Conditions of Entry

1. These Conditions of Entry incorporate and must be read together with the Schedule for this Promotion. The Schedule prevails to the extent of any inconsistency with these Conditions of Entry. By participating in this Promotion, each participant fully and unconditionally agrees and acknowledges that these terms and conditions are binding.
2. Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, except where stated otherwise.

Eligibility

3. Entry to the Promotion is open to residents of the Relevant State/s who meet the Entry Restrictions (if any). Entrants under 18 years of age must have the consent of a parent or guardian to enter.
4. Employees and contractors of CLF Services Pty Ltd and their immediate families are ineligible to enter.
5. The Promotion will be conducted during the Promotion Period.
6. To enter the Promotion, entrants must complete the Entry Procedure during the Promotion Period.
7. Entries may only be submitted in accordance with the Entry Procedure and will not be accepted by the Promoter in any other form.
8. Entrants may enter the Promotion up to the Maximum Number of Entries.
9. Entries must be received by the Promoter during the Promotion Period. Online or email 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.
10. 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, videos and email messages) that entrants submit, upload, transmit, publish, communicate or use in connection with their entry into the Promotion.
11. 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.
12. 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

13. The Prize draw(s) (if applicable) will be conducted in accordance with the Draw Details. The Prize(s) will be awarded to the valid Entry or Entries (as applicable) randomly drawn in accordance with the Prize Details.
14. If the Promotion includes instant win prizes, the instant win prize(s) will be awarded to the valid Entry or Entries (as applicable) in accordance with the Entry Procedure and the Instant Win Details.
15. Winners will be notified as specified in the Schedule and their name and State/Territory of residence will be published in accordance with the Schedule.

Prizes

16. The Prize(s) are specified in the Prize Details. The Prize(s) are subject to any restrictions specified in the Schedule. The total Prize pool is specified in the Schedule.
17. Prizes are not transferable, exchangeable, or redeemable for cash.

Claiming prizes

18. Prizes must be claimed by the Prize Claim Date in accordance with any claim instructions set out in the Schedule.
19. 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 prizes in accordance with the Unclaimed Prize Arrangements specified in the Schedule, subject to any directions given by any relevant authority. Winners of unclaimed prizes will be notified and have their names and State/Territory of residence published in accordance with the Unclaimed Prize Arrangements.

Skill based Promotions

20. If this Promotion is a Game of Skill; chance plays no part in determining the winner.
21. 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.
22. An entrant's entry must not include:
 - a. any image or voice 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, dramatic, musical or artistic work, any audio-visual or sound recording, 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 (for example, recorded music) 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.
23. The Promoter may, in its absolute discretion, edit, modify, delete, remove or take-down any part of an entrant's entry.
24. The winning Entries will be those determined to be the most original and imaginative, as judged by a panel of judges appointed by the Promoter, and the Eligible Entrant(s) that submitted the winning Entries will be declared the winner (the "Winner(s)"). The judges' decision will be final and no correspondence will be entered into. The judges, in their sole discretion, may not allocate any Prize(s), or fewer than the number of Prize(s) stated above (including in circumstances where insufficient Entries are received or Entries are judged to be of a poor standard).
25. By participating in this Promotion each participant grants the Promoter and CLF Services 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 and any other member of CLF Services using, 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.

General

26. The Promoter and its related bodies corporate (as that term is defined in the *Corporations Act 2001 (Cth)*) will be known as "CLF Services".
27. The Promoter collects personal information from all participants in order to conduct the Promotion. If the 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 other member of CLF Services. By entering this promotion, participants consent to the use of their names and likenesses in this manner. The Promoter's treatment and storage of personal information will be handled in accordance with all applicable laws in Australia. Your information will not be used to contact you for marketing purposes.
28. The Winner may be liable to declare the Prize for taxation purposes and will be liable for any tax payable in respect of a Prize. Eligible Entrants should seek independent financial advice in relation to any tax payable on the Prize and the potential impact on their personal financial situation prior to entering the Promotion.
29. Except for guarantees, warranties and conditions implied by law which cannot be excluded, neither the Promoter nor any other member of CLF Services make any guarantees, representations or warranties, express or implied, regarding the quality or suitability of any prizes awarded under these terms and conditions.
30. 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 prizes 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 and all members of CLF Services 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.
31. To the maximum extent permitted by law, the Promoter and all other members of CLF Services expressly disclaim liability for any loss or damage whatsoever (including but not limited to indirect or consequential loss) or for any personal injury which is suffered or sustained in connection with any participant's participation in this Promotion or the acceptance of any Prize. The Winner indemnifies the Promoter and all members of CLF Services against any liability, injury, loss or damage which may be suffered, incurred or sustained by the Promoter or any member of CLF Services arising out of, relating to, or in any way connected with, any act or omission (including negligence) by the Winner, or its use of the Prize, or its breach of these terms and conditions.
32. Neither the Promoter nor any other member of CLF Services will 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.
33. 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.