

“REPCO DAD OF THE YEAR” PROMOTION - AUSTRALIA

TERMS AND CONDITIONS

1. Information on how to enter and the prize(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.

Eligibility

2. Entry is only open to Australian residents who have a valid Facebook account. Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this promotion. Employees of the Promoter and agencies associated with this promotion are ineligible to enter.

How To Enter

3. Promotion commences 14/08/2014 and all entries must be submitted by 11:59pm AEST on 07/09/2014 (“Promotional Period”).
4. To be eligible to enter, eligible individuals (“Entrants”) must nominate a dad who is aged 18 years or over (“Nominee”) for the title of the “Repcos Dad of the Year”. For the avoidance of doubt, the Nominee does not have to be the Entrant’s dad, but they must be a dad. Entrants warrant that they have the Nominees consent to nominate them for this Promotion, prior to submitting their entry.
5. To nominate, Entrants must complete the following steps during the Promotional Period:
 - (a) visit www.dadoftheyear.com.au;
 - (b) follow the prompts to the competition entry page;
 - (c) log in to the website using their Facebook account;
 - (d) input the requested details as prompted including a photograph of the Nominee and response outlining “**Why they think the dad they are nominating should be the Repco Dad of the year**” in 1500 characters or less; and
 - (e) submit the fully completed entry form.
6. The Promoter is looking for role models: (i) who are inspirational; (ii) with a strong commitment and involvement with their family; (iii) who are also a role model to the children of the community; and (vi) who provide a significant contribution to the community/nation. Uploaded files must be submitted in a compatible format (eg. JPG, GIF, PNG and must not exceed 2 MB file size).
7. The Promoter will vet all entries for appropriateness once submitted. Once vetted by the Promoter, entries will then be uploaded on to a gallery within the

'Repco Dad Of The Year' promotional application for the purposes of public voting. Whilst entries are featured in the gallery, individuals (including other Entrants and Nominees) can vote for an entry. Individuals can only 'Vote' five (5) times in total throughout the campaign period.

8. Incomplete or indecipherable entries will be deemed invalid.
9. Each dad cannot be nominated more than once. However, each Entrant may nominate more than one (1) Nominee.

Major Prize

10. The Nominee with the most valid 'Votes' at the end of the Promotional Period will win the major prize of \$10,000 and the title of the Repco Dad Of The Year. The cash prize will be awarded in the form of a cheque made payable in the Nominee's name.
11. In the event there is a tie between two (2) or more Nominees with the same highest number of valid 'Votes' the Promoter will judge each of the tied Nominees entries, as submitted by the Entrant, based on the criteria outlined in clause 6. The best entry as determined by the judges will win the major prize.
12. As a condition of accepting the major prize, the winner must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.

General

13. During the Promotional Period the Promoter may award up to ten (10) spot prizes of a \$100 Repco Gift Card for entries that they deem to be noteworthy. Repco Gift Cards will be valid for 12 months from the date of issue.
14. Any ancillary costs associated with redeeming a Repco Gift Card are not included. Any unused balance of a Repco Gift Card will not be awarded as cash. Redemption of a Repco Gift Card is subject to any terms and conditions of the issuer including those specified on the Repco Gift Card.
15. Winners will be notified by telephone (where this information is supplied) and email.
16. This is a game of skill and chance plays no part in determining the winners.
17. 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.
18. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual 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.

19. The Promoter reserves the right, at any time: (a) to invalidate any votes which it reasonably suspects have been submitted using false, incorrect, fraudulent or misleading information, including but not limited to personal details and contact information and/or votes that have been submitted through the use of multiple identities, email addresses or accounts, including but not limited to social networking accounts; and/or (b) to disqualify any entrant (or invalidate his/her entry) that the Promoter reasonably suspects has paid, bartered or offered payment or other consideration to another person in exchange for votes or has otherwise encouraged or procured any person to submit votes contrary to these Terms and Conditions.
20. The Promoter's decision is final and no correspondence will be entered into.
21. Total prize pool value is up to \$11,000. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
22. Entrants agree that they are fully responsible for any materials they submit via the promotion including but not limited to 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;
 - (c) they will obtain prior consent from any person or from the owner(s) of any property that appears in their Content;
 - (d) they will obtain full prior consent from any person who has jointly created or has any rights in the Content to the uses contemplated by these Terms and Conditions, 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.

23. 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.
24. 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) 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.
25. 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.
26. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used. The use of any automated entry or voting software or any other mechanical or electronic means that allows an entrant to automatically enter or vote repeatedly is prohibited and will render all entries/votes submitted by that entrant invalid.
27. The Promoter reserves the right to hold in-store competitions or activations associated with this national "Repco Dad of the Year" Promotion, which are considered to be completely separate from the national "Repco Dad of the Year Promotion" and any submissions or entries into in-store competitions are not transferable or eligible for entry into this national "Repco Dad of the Year" Promotion.
28. 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 State 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.

29. 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 to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of a prize.
30. 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 www.repcocom.au. 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. All entrants PI collected for this promotion will be retained in Australia.
31. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. Entrants understand that they are providing their information to the Promoter and not to Facebook. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Facebook. Facebook will not be liable for any loss or damage or personal injury which is suffered or sustained by an entrant, as a result of participating in the promotion (including taking/use of a prize), except for any liability which cannot be excluded by law.
32. The Promoter is GPC Asia Pacific Pty Ltd (ABN 97 097 993 283) of 362 Wellington Road, Mulgrave VIC 3170.