

Coles Shopping Bag Design Competition August 2018

Game of Skill: Full Competition Terms

General

1. The Competition is a game of skill, chance does not form part of selecting the winner.
2. The material used to market and promote the Competition forms part of the Competition terms. If there is an inconsistency between the material used to market and promote the Competition and the Competition terms, the Competition terms prevail.

Eligibility to enter

3. During the Competition period, anyone may enter the Competition, provided that they are:
 - (a) A primary or secondary school student in Australia during 2018;
 - (b) a resident of Australia.
 - (c) not an employee or immediate family member of the promoter or an agent of the promoter who is connected with the competition.

Entering

4. By entering the Competition, entrants accept the Competition terms.
5. Entrants under 18 years of age at the time of submission of entry must have permission from a parent/guardian to be eligible to enter the Competition by completing the consent section on the entry form provided.
6. To enter, entrants must:
 - a. Download the die lines of the bag
 - b. Design the bag using one of the specified design themes.
 - c. All entries must be an original design.
 - d. Save the final design as a PDF document no larger than 8MG
 - e. Complete one entry form per bag design submission
 - f. Email the bag design PDF document & entry form to: colesbagdesign@coles.com.au
 - g. All entries to this mailbox must be received no later than midnight Monday 22nd October 2018 AEST.
7. Entrants may enter as many times as they wish however each entry must have its own entry form.
8. The promoter reserves the right to modify the design for printing, congruency and desirability where required.
9. All entries must be substantially the entrant's own work and have no overt assistance from other students, teachers, family or friends.
10. By entering the Competition, entrants affirm that their entries do not infringe any intellectual property. An entry that does infringe any intellectual property will not be eligible.
11. The promoter may deem as invalid any entry which:
 - (a) is illegible, incomprehensible, offensive or incomplete;
 - (b) contains any content, material or element that is shown to be the property of any third party;
 - (c) includes objectionable, profane, insulting, inflammatory or defamatory material
 - (d) [violates any law or code].
12. The promoter may disqualify any entrant who:
 - (a) enters the Competition without being eligible;
 - (b) tampers with the entry process;
 - (c) submits an entry that is not in accordance with the Competition terms; or
 - (d) in entering the Competition, engages in conduct which is fraudulent, misleading, deceptive or damaging to the goodwill or reputation of the Competition or the promoter.
13. Failure by the promoter to exercise its rights under paragraph 11 or paragraph 12 does not constitute a waiver of the promoter's rights under paragraph 11 or paragraph 12.

14. If the entrant's contact details change, the entrant must notify the promoter.
15. Entries will not be returned.

Intellectual property

16. Any Competition entry and any material submitted in connection with the Competition are assigned to the promoter upon submission and become the property of the promoter who may use the material in any medium in any reasonable manner associated with the Competition. Copyright in any such material remains the sole property of the promoter.
17. Each entrant warrants that he or she owns the copyright and any other intellectual property rights in any material submitted in connection with the Competition and they have the power and authority to agree to and grant the above assignment, consents and other rights to the promoter.
18. Each entrant indemnifies the promoter against the action, claim, suit or demand, including a claim, suit or demand for or liability to pay compensation or damages and costs or expenses arising out of or in respect of any breach of any third party's intellectual property rights.

Selecting winners

19. The promoter will select no less than 7 winners from the pool of valid entrants at the selection time on the selection date at the selection address.
20. The promoter will select the winner on the basis of adhering to the design theme, creativity, attractiveness & desirability and the promoter's selection is final and binding, subject to the promoter's rights under paragraph 11 or paragraph 12.
21. The promoter will notify the winner via email and phone call within 4 weeks after the selection date. The promoter will announce the winners before the 31st of March 2019 on the Coles website.

Awarding prizes

22. The promoter reserves the right to verify the validity of entries and entrants including the entrant's identity, age and residence in Australia and (where the entrant is under 18 years old) that the entrant has obtained the permission of a parent/legal guardian to enter. If the winner cannot satisfy this requirement the promoter may forfeit the prize.
23. The winner must accept the prize within 1 month after being selected as the winner. If the winner does not accept the prize within 1 month after being selected as the winner, the promoter may forfeit the prize.
24. In consideration of the promoter awarding the prize to the winner, the winner:
 - (a) consents to the promoter using his or her name, likeness, image, voice and design in any marketing and promotion of the Competition, the promoter or the promoter's business;
 - (b) acknowledges that the entry is the property of the promoter;
 - (c) agrees to use the prize in accordance with the supplier's specified requirements; and
 - (d) agrees that the prize is not transferable or exchangeable and cannot be taken as cash.
25. If the prize is unavailable, the promoter may substitute the prize with a substitute prize, provided that the substitute prize is of the same or similar value or specification as the prize.
26. Schools awarded the \$5,000 prize to spend on a sustainability or environmental initiative will need to advise coles via media.relations@coles.com.au on what initiative they implemented within 12 months of receiving the prize. This is so Coles can promote the schools initiative.

Force majeure

27. If there is a force majeure event which prevents or materially and adversely affects the promoter's ability to market, promote and run the Competition in accordance with the Competition terms, the promoter may cancel, terminate, modify, suspend or postpone the Competition.

Liability

28. The promoter is not liable for any loss, expense, damage or liability suffered or incurred by entrants and winners in connection with the Competition, including:
 - (a) any late, lost, altered, damaged or misdirected entries or prize acceptance, including delays due to technical disruptions or network congestion;

- (b) any incorrect or inaccurate information caused by equipment or programming associated with or utilised in the Competition;
 - (c) any technical error, including any omission, interruption, deletion, defect, delay in operation or transmission or communications line, telephone, mobile or satellite network failure; and
 - (d) any theft, destruction, unauthorised access to or alteration of entries; and
 - (e) any use of the prize or any tax liability incurred by the winner as a result of accepting the prize.
29. Nothing under paragraph 28 is intended to limit entrants' or winners' rights under the *Australian Consumer Law 2010*.
30. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook and Facebook is not liable for any loss, expense, damage or liability suffered or incurred by entrants and winners in connection with the competition, including anything detailed in Section 27.

Personal information

31. The promoter collects personal information about entrants in order to run the Competition. The promoter uses and manages entrants personal information in accordance with its privacy policy. By entering the Competition, the entrant's parent/guardian consents to the promoter using their personal information for future marketing and promotional purposes.

Meanings

32. In the Competition terms, the following words have the following meanings:

Word	Meaning
Competition	Coles Bag Design Competition August 2018
Competition period	From 00:01am AEST 13/8/18 to 11:59pm AEST 22/10/18
Force majeure event	an event which is beyond the control of the promoter, including: (a) vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war or terrorism; and (b) An infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this promotion
Immediate family member	spouse, ex-spouse, de-facto spouse, child, step-child, parent, step-parent, grand-parent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin
Prize	Each selected bag design will be given a \$500 Coles gift card prize to the student who designed the bag and a \$5000 cash prize will be given to the school to spend on a sustainability or environmental initiative where the student attends. No less than 7 designs will be selected, so there will be no less than 7 winners. The minimum prize amount equals \$38,500.
Promoter	Coles Supermarkets Australia Pty Ltd ABN 45 004 189 708 800 Toorak Road, Hawthorn East VIC
Selection time	5:00pm AEST
Selection date	24/10/18
Selection address	800 Toorak Road, Hawthorn East VIC
Website	www.coles.com.au/bagdesign