

Social Media UGC Competition

WIN a 7-Eleven branded Hot Air Balloon Ride Promotion Terms & Conditions ("Conditions of Entry")

Schedule			
Promotion:	Social UGC Competition – Win a Hot Air Balloon Ride		
Promoter:	7-ELEVEN STORES PTY LTD ABN 48 005 299 427, Building 2, 658 Church Street, Richmond VIC 3121, Australia. Ph: (03) 9541 0711 For any inquiries regarding this Promotion, please contact the Promoter at marlee.tant@7eleven.com.au.		
Promotional Period:	Start Date: Monday 22 April, 7pm AEDT End Date: Monday 6 May, 11.59pm AEDT		
Eligible entrants:	Entry is only open to Victorian residents who are 18 years and over.		
How to Enter:	<p>To enter the Promotion, the entrant must complete the following steps during the Promotional Period:</p> <ol style="list-style-type: none"> ensure their Instagram profile is public; visit @7elevenaus on Instagram (located at www.instagram.com/7elevenaus); follow @7elevenaus on Instagram; take a photo or video of the 7-Eleven Hot Air Balloon during the Promotional Period or use one that you have previously taken; and upload to your Instagram stories an original photo or video of the 7-Eleven Hot Air Balloon and tag @7elevenaus. <p>By completing the steps above the entrant will receive one (1) entry into the Promotion.</p>		
Entries permitted:	Entrants may enter multiple times provided each entry is submitted separately using different images/content, in accordance with the entry instructions above. The entrant is eligible to win a maximum of one (1) prize.		
Prize and Total Prize Pool:	5 prizes. Total prize pool value: AUD \$4,500 ex GST		
Prize Description	Number of prizes	Value (per prize)	Winning Method
The prize is a 1-hour hot air balloon flight in a '7-Eleven branded Hot Air Balloon' in Victoria for the winner and a guest with Global Ballooning Pty Ltd of 30 Dicmann Street Richmond VIC 3121 (Global Ballooning). The flight will be shared with other winners on 07/06/2024, weather permitting (Experience).	5	AUD\$900	5 winners will be selected based on the most original and creative entry on 07/05/24 at 12:00 pm AEDT.
Prize Conditions:	<ul style="list-style-type: none"> If the winner is unavailable or unwilling to take part in the Experience on 07/06/2024 or such other date as notified by the Promoter below, they will forfeit their right to the prize and will not be awarded cash or any other alternative time. Prize is not transferable or exchangeable and cannot be taken as cash. The Experience is subject to suitable weather conditions. In the event that the weather is not suitable for a Hot Air Balloon flight as determined by Global Ballooning, the date of the Experience will be rescheduled and the new date will be notified to the winners via direct message on Instagram or email as soon as practicable. The winners and their guests acknowledge that the Experience is a potentially dangerous activity, which may result in injury or death, and participate at their own risk. The winners and their guests: (a) must attend, undergo and pass any appropriate training, briefings, safety demonstrations, required medical tests and other requirements (including blood alcohol testing) of Global Ballooning or the Promoter as determined by them in their absolute discretion; (b) must declare to the Promoter and Global Ballooning any health-related issues that may affect his/her safe participation in the Experience and obtain a written 		

	<p>clearance from their doctor in this respect; (c) must not have any heart condition or history thereof, or other medical conditions that would make it dangerous to participate in the Experience; (d) must not be under the influence of any drugs or alcohol; (e) must comply with all directions of Global Ballooning and the Promoter; and (f) must wear all safety and other equipment as required by Global Ballooning.</p> <ul style="list-style-type: none"> • All costs associated with travel to/from the meeting point for the Experience are the responsibility of the winner and their guest, including any applicable transfers, fuel costs etc. • The Experience provider is Global Ballooning Australia. Taking part in the Experience is subject to Global Ballooning's standard hot air ballooning terms and conditions available at https://www.globalballooning.com.au/terms-conditions/. • Winner must be aged 18 years or over. Guest must be aged 6 years or over. Winner's guests under the age of 18 years must have parental/guardian written approval to participate in the hot air balloon ride and comply with any other requirements of Global Ballooning relating to minors.
Winner notification:	The winners will be notified by a direct message to their Instagram account (Direct Message) within one (1) day of the draw.
Unclaimed Prizes:	Prize must be claimed by 10am AEDT on 10/05/24 by responding and following any instructions in the Direct Message. In the event of an unclaimed prize, the winner will be deemed to have forfeited the prize and the prize will be redrawn on 14/05/24 at 9:00 am AEDT at 7-ELEVEN STORES PTY LTD, Building 2, 658 Church Street, Richmond VIC 3121. The winner(s) of the redraw will be notified by Direct Message within one (1) day of the redraw.

Terms and Conditions

1. The entrant agrees and acknowledges that they have read these Conditions of Entry including the Schedule (**Conditions of Entry**) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry. Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
2. The Promotion is a game of skill commencing on the Start Date and ending on the End Date. Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
3. Valid and eligible entries will be accepted during the Promotional Period only.
4. Employees (and their immediate family members) of the Promoter, Global Ballooning, 7-Eleven stores/franchisees of the Promoter and agencies associated with this Promotion are not eligible to enter. "Immediate family member" 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.
5. To be eligible to enter, entrants must have an existing public, or set up during the Promotional Period a new, Instagram account.
6. This is a game of skill and chance plays no part in determining the winner. The entries received will be individually judged against other entries received based on the originality and creative merit of the content submitted. The best 5 valid entries, as determined by the Promoter, will be selected as the winners.
7. Draw:
 - a) The draw will take place at 7-Eleven Stores Pty Ltd, Building 2, 658 Church Street, Richmond VIC 3121, Australia on 07/05/24 at 12:00 pm AEDT from the pool of valid entries.
The draw conductor may draw additional reserve entries in case an invalid entry or entrant is drawn.
 - b) If a draw is scheduled on the weekend or a public holiday, the draw will be conducted at the same time and location on the following business day. The Promoter will ensure each draw is open for public scrutiny and anyone may witness the draw on request. The winner of a drawn prize is determined by chance.
8. All reasonable attempts will be made to contact each winner.
9. If any winner chooses not to take their prize (or is unable to) or does not take or claim a prize within the time specified by the Promoter or is unavailable at the designated time for the Experience, they forfeit the prize and the Promoter is not obliged to substitute the prize.
10. The Promoter may request that the winner (and their guest) provide proof of identity, proof of age and proof of residency to the Promoter's reasonable satisfaction before awarding the prize. If the winner does not provide proof of identity, proof of

age or proof of residency to the Promoter's reasonable satisfaction, the Promoter may redraw the prize in accordance with the Schedule.

11. Entry and continued participation in the Promotion is dependent on the entrant following and acting in accordance with the Instagram Terms of Use, (<http://instagram.com/legal/terms/>). This Promotion adheres to the terms and conditions set out in the Instagram promotion guidelines which can be found at: <http://help.instagram.com/179379842258600>. Any questions or comments regarding the Promotion must be directed to the Promoter, not to Instagram. The entrant releases Instagram and its associated companies from all liabilities arising in respect of the Promotion. Entrants acknowledge that the Promotion is in no way sponsored, endorsed or administered by, or associated with Instagram.
12. The value of the prizes is accurate and based upon the recommended retail value of the prizes (exclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the prizes after that date.
13. No part of a prize is exchangeable, redeemable for cash or any other prize, unless otherwise specified in writing by the Promoter.
14. If a prize (or portion of a prize) is unavailable the Promoter reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and specification.
15. No entry fee is charged by the Promoter to enter the Promotion. Where entry is allowed online, there is no additional cost to enter the Promotion other than any cost paid by the entrant to access the website or social media platform of entry via their Internet service provider.
16. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.
17. Entrants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. The Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter is bound by the Australian Privacy Principles in accordance with the *Privacy Act 1988* (Cth) and its privacy policy which is located at <https://www.7eleven.com.au/privacy-policy>. The Promoter's privacy policy contains information about how the entrant may access, update and seek correction of the personal information the Promoter holds about them and how the entrant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. The Promoter collects personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion.
18. The Promoter reserves the right to refuse to allow a winner to take part in any or all aspects of a prize, if the Promoter or Global Ballooning determine in their absolute discretion, that a winner is not in the physical or mental condition necessary to be able to safely participate in or accept the prize. It is a condition of accepting the prize that a winner may be required to sign a legal release as determined by the Promoter or Global Ballooning in their absolute discretion, prior to receiving a prize.
19. The prize is provided to the Promoter by Global Ballooning and the prize is subject to the terms and conditions of Global Ballooning. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Conditions of Entry in the event of any inconsistency. To the extent permitted by law the Promoter accepts no responsibility or liability for any delay or failure by Global Ballooning to deliver the prize, any delay or failure relating to the prize itself or failure by Global Ballooning to meet any of its obligations in these Conditions of Entry or otherwise.
20. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.
21. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third

party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.

22. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that there is a dispute concerning the conduct of the Promotion or claiming a prize, the Promoter will resolve the dispute in direct consultation with the entrant. If the dispute cannot be resolved the Promoter's decision will be final.
23. Nothing in these Conditions of Entry limits, excludes or modifies or purports to limit, exclude or modify any statutory consumer rights under the *Competition and Consumer Act 2010* (Cth), as well as any other implied warranties under the *Australian Securities and Investments Commission Act 2001* or similar consumer protection laws in Victoria (**Non-Excludable Guarantees**).
24. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation), except to the extent that the Promoter has contributed to or caused such loss, expense, damage, personal injury or death..
25. The winners will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and consent to the Promoter using their name, images and/or voice and any such marketing and editorial material without further reference or compensation to them for the purpose of promoting this Promotion (including any outcome) and promoting the Promotor or any services or products distributed and/or supplied by the Promotor .
26. Unless otherwise specified, the prize is a single event for the winner (and their guest) and cannot be separated into separate events or components.
27. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regard to the tax implications relating to the prize or acceptance of the prize.
28. Without limiting any other provision, the entrant agrees to indemnify the Promoter for any breach of these Conditions of Entry.
29. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.