

“FATHER’S DAY” 2024 PROMOTION

TERMS AND CONDITIONS

1. Information on how to enter this competition (**Promotion**) and the prizes form part of these Terms and Conditions. Participation in the Promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian residents aged 16 years and over. 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 the Promotion.
3. Employees (and their immediate families) of the Promoter, 7-Eleven stores/ Franchisees of the Promoter and agencies associated with this Promotion are ineligible to enter. Immediate family 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.
4. The Promotion will be conducted from 4pm AEST on 29/08/2024 to 11:59pm AEST on 01/09/2024 (“**Entry Period**”). Any entries made after the Entry Period will be deemed invalid.
5. To be eligible to enter, entrants must have an existing, or set up during the Entry Period a new, Instagram account (**Instagram Account**).
6. To enter, entrants must complete the following steps during the Entry Period:
 - (a) follow the Promoter’s Instagram account, namely @7elevenaus;
 - (b) tag a dad in the comments section of the Promoter’s Instagram post promoting the Promotion (**Competition Post**); and
 - (c) tell us why he deserves a new set of golf merchandise.
7. By completing the steps set out in clause 6 above, the entrant will receive one (1) entry in the Promotion. Entrants are permitted to submit multiple entries, however each entrant can only win one prize.
8. Each entrant warrants to the Promoter that the content submitted in their entry (**Content**) is an original creative work of the entrant that does not infringe the rights of any third party. All Content must comply with and is subject to the provisions contained in clause 21.
9. Incomplete or indecipherable entries will be deemed invalid.
10. 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 does not meet the eligibility criteria or 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 conduct 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.

11. 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.
12. There are 7 prizes to be won. Each prize comprises of one 7-Eleven Short Sleeve Polo (limited sizes available), one sleeve of golf balls (3 balls), one pair of crew orange socks, one Swing By 7-Eleven Tee (limited sizes available) and one Retro visor.
13. The winners will be determined by representatives of the Promoter. Each valid entry will be individually judged against all other entries received during the Entry Period based on the originality and creative merit of the Content submitted. The best seven (7) valid entries, as determined by the judges, will each win one prize. The judges may select additional reserve entries which they determine to be the next best, and record them in order of merit, in case an invalid entry or ineligible entrant is selected as the provisional winner. The winners will be determined by skill. Chance plays no part in determining the winners.
14. The winners will be notified on 20 August 2024 by a direct message to their Instagram account, being the same account used to submit the winning entry. The winners must contact the Promoter to organise delivery of their prize, in accordance with the Promoter's directions. The winners' names will also be published online on the Competition Post on 20 August 2024.
15. The Promoter's decision is final, and no correspondence will be entered into.
16. If a winner is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian on the winner's behalf.
17. If for any reason a winner does not claim a prize or provide the Promoter with all required details to enable the Promoter to deliver the Prize to the winner by 11:59pm AEST on 10 September 2024, the winner will be deemed to have forfeited the Prize. The Promoter may, at its discretion, award any forfeited or unclaimed prizes to the entry judged the next best entry, it may conduct a further judging to award the prize on 11 September 2024, or withdraw the unawarded prize. The Promoter is under no obligation to award any forfeited or unclaimed prize.
18. If any prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification.
19. Total prize pool value is \$1,478.00 AUD.
20. Prizes are not transferable or exchangeable and cannot be taken as cash.
21. Entrants agree that they are fully responsible for any Content they submit for the Promotion. The Promoter will 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, or that is defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, or otherwise unsuitable for publication;

- (b) the Content will not contain viruses or cause injury or harm to any person or entity;
 - (c) the Content is the original work of the entrant that does not infringe the rights of any third party including intellectual property rights;
 - (d) the Promoter's use of the Content as contemplated in these Terms and Conditions will not infringe the rights of any third party including intellectual property rights;
 - (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 waive these rights; and
 - (f) they will comply with all applicable laws and regulations, including without limitation, those governing intellectual property rights (including but not limited to copyright, trade marks etc), defamation, privacy, publicity and the access or use of others' computer or communication systems.
22. Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of these Terms and Conditions.
23. As a condition of entering the 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 the Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
25. If the 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; and/or (b) to modify, suspend, terminate or cancel the Promotion, as appropriate.
26. No entry fee is charged by the Promoter to enter the Promotion. Any cost associated with accessing Instagram is the entrant's responsibility and is dependent on the Internet service provider used.
27. 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 2010* (Cth), as well as any other implied warranties under the *Australian Securities and Investments Commission Act 2001* (Cth) or similar consumer protection laws in the States and Territories of Australia ("**Non-Excludable Guarantees**").
28. 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 the 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.

29. Entry and continued participation in the Promotion is dependent on entrants following and acting in accordance with the Instagram Terms of Use (which can be viewed at <http://instagram.com/legal/terms/>).
30. The Promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram. Any questions, comments or complaints about the Promotion must be directed to the Promoter and not to Instagram. Instagram 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.
31. The Promoter collects personal information ("**PI**") about entrants to enable them to participate in the Promotion and for the Promoter 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 use and handle PI in accordance with its Privacy Policy, which can be viewed at <http://www.7eleven.com.au/privacy-policy>. 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 and research 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.
32. 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.
33. The Promoter is 7-Eleven Stores Pty Ltd (ABN 48 005 299 427) of Building 2, 658 Church Street, Richmond, Vic 3121, telephone (03) 9541 0711.